



**SEDGWICK COUNTY, KANSAS**

***DIVISION OF FINANCE***

**Purchasing Department**

604 N. MAIN, SUITE F WICHITA, KANSAS 67203-3672 TELEPHONE (316) 383-7494 FAX (316) 383-7055

**REQUEST FOR PROPOSAL**

**#02-0057**

**ENERGY EFFICIENCY AND CONSERVATION SERVICES PROGRAM  
FOR MAIN COURTHOUSE**

August 1, 2002

Sedgwick County, Kansas (hereinafter referred to as "County"), desires to select a firm to implement energy efficiency improvements on a performance contracting basis for the Main Courthouse, located at 525 N. Main Street, Wichita, KS. An official contract will be issued after Board of County Commission approval of the recommended proposal.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, five (5) copies of the attached PROPOSAL RESPONSE FORM along with any attachments must be submitted by **Tuesday, October 1, 2002, not later than 1:45 p.m. CDT**, attention: Iris Baker, Purchasing Department, 604 N. Main St. Suite F, Wichita, KS 67203. Late or incomplete responses will not be accepted and will not receive consideration for final award.

A pre-proposal meeting has been scheduled Tuesday, August 20, 2002, beginning at 2:30 p.m., CDT, in the County Commission Meeting Room, located on the third floor of the main Courthouse at 525 N. Main, Wichita, KS 67203. Additional information on the Courthouse will be provided at the pre-proposal meeting.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer shall understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and will not be shared with any persons not involved with the selection process.

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Iris Baker, C.P.M.  
Purchasing Director

## ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 55, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. The criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule meetings with vendors, after receipt of all proposals. A Purchase Order or Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to reject, select, and subsequently recommend for award, the proposed service(s) which best meets its required needs, quality levels and budget constraints.**

## BACKGROUND INFORMATION and OBJECTIVE

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties, with a population estimated at over 450,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas's counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,600 persons, and hosts or provides a full range of municipal services, e.g. public safety, public works, criminal justice, recreations/entertainment/culture and human/social and education.

The Sedgwick County Courthouse located at 525 N. Main was built in 1957. The building has approximately 297,000 square feet, and the construction is a steel frame structure with the major perimeter beams encased in concrete. The building is twelve stories tall with a basement and a mechanical penthouse on top. The building is currently classified as Type II 1-hour construction under the 1997 U.B.C. or Type II "A" under the 2000 I.B.C. The one-hour fire protection is achieved by means of a suspended lath and plaster fire barrier within the ceiling plenum on each floor. The exterior skin of the building is a mixed veneer of large fields of light blue glazed face brick, and aluminum-framed storefront glazing systems running horizontally and separated between floors with bands of limestone. Bordering each of these large veneer field types is a two-foot wide frame of marble veneer panels.

In 1989, the original jail portion of the tower (the west end of floors three through eight) was abandoned when the new County jail commenced operations. Major renovations have occurred since that time to reclaim the floor space and relocate various County departments. At this time, the fifth floor remains the last area to be reclaimed with plans to utilize that area for additional courts in 2003.

Heating and cooling for the courthouse is primarily provided by 30 Carrier reciprocating water-cooled condensing units, which provide DX (direct expansion) cooling through coils located in air handlers. These condensing units and air handlers are located on each floor, with most floors having two equipment rooms, each equipped with an air handler and condensing unit. Honeywell programmable controllers primarily control the condensing units. Heating is provided by steam boiler/converters in the basement boiler room, and the water is pumped to heating coils in fan terminal units. Air delivery is done through the fan terminal units and variable air volume boxes. A Staefa "Smart 1" and "Smart 2" control system primarily control the building. Most of the existing HVAC and control equipment was installed in the late 1980's.

The County desires to contract with a firm to design, install, monitor and maintain a comprehensive energy conservation program for the purpose of making the operation of facilities more efficient and reducing operating costs in the long term. **It is anticipated that funding for this program will come from the utility savings generated after the program is implemented and changes to the facility occur.** The County anticipates a major reduction in annual gas and electric utility costs through the implementation of this energy conservation program for the Courthouse. The County also intends to upgrade outdated and obsolete building equipment and perform property improvements through the program.

During the course of the contract term, Sedgwick County reserves the right to include other county facilities, using the same methodologies.

## **SEDGWICK COUNTY'S RESPONSIBILITIES**

To assist the successful proposer(s), Sedgwick County will do the following:

- \* Provide information, as legally allowed, in possession of the County, which relates to the County's requirements for this project or which is relevant to this project.
- \* Assist the contractor in obtaining permission to enter property as required to perform the services outlined in this Request for Proposal.
- \* Examine reports, proposal and other documents presented/forwarded by contractor.
- \* Designate a person to act as the County's contract manager with respect to the work to be performed under this contract.

## **SELECTION CRITERIA**

The selection process will be based on the responses to this Request for Proposal and any interviews required to verify the ability of proposers to provide services/products in response to this document. A review committee will select the proposals that appear most beneficial. These proposers may be asked to provide a marketing presentation to the review committee during the evaluation period. Representatives of affected County divisions will judge each firm's response as determined by meeting the following criteria:

1. Meeting all Requests for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Provide references (which may be contacted) and/or past/current customers of the proposed solution verifying service levels and capability of the proposer to provide a thorough solution.
3. Meeting all Requests for Proposal Requirements as outlined herein.
4. Propose the services described herein with the most advantageous and prudent methodology and costs to the County.

No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. *Vendors will not be reimbursed for their participation in this proposal submission process.*

## **INSURANCE AND IDEMNIFICATION**

General Liability Insurance: \$500,000 per occurrence  
Worker's Compensation: Per State Statute  
Employers Liability: \$100,000 Bodily by Accident  
\$500,000 Bodily Injury by Disease  
\$100,000 Bodily Injury By Disease each Employee  
Business Automobile (Owned/Non Owned):  
\$500,000 Combined Single Limit per occurrence

Liability insurance coverage must be considered as primary and not as excess insurance. The carrier(s) must provide thirty (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract must cease and must not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the Contractor to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration or cancellation date so that there will be no lapse in any coverage.

The Sedgwick County Board of County Commissioners and Sedgwick County, Kansas shall be named as an additional insured with respect to General Liability and Business Auto Insurance.

**HOLD HARMLESS**

To the fullest extent permitted by law, the successful firm agrees to defend, pay in behalf of, and hold harmless Sedgwick County, its elected and appointed officials, employees, volunteers and others working in behalf of the County, against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the firm, by reason of personal injury, including bodily injury and death; and/or property damages, including loss of use thereof, which arises out of or is any way connected or associated with this contract.

**BID BOND**

A Bid/Proposal Bond in the amount of five percent (5%) will be required with the response to this Request for Proposal. The bond amount shall be derived from the total proposed installation costs calculated at the time the proposals are received.

The successful vendor shall agree to provide to the County a payment and performance bond in the amount of 100% of the contract sum and shall extend through the end of the contract to guarantee faithful performance of the terms and conditions of this contract. Said bonds are to be in the form of either a cashier's check or surety bond in favor of the Board of County Commissioners of Sedgwick County, Kansas.

**PRE-PROPOSAL MEETING**

Interested firms are invited to attend a pre-proposal meeting scheduled for Tuesday, August 20, 2002 beginning at 2:30 p.m., CDT, in the County Commission Meeting Room, located on the third floor of the Main Courthouse at 525 N. Main, Wichita, Kansas 67203. County Staff will be available to answer questions about this proposal and provide a walk through after the meeting.

**INQUIRIES**

Questions received during the pre-proposal meeting and any questions generated before and after the pre-proposal meeting must be submitted in writing by August 23, 2002, and will be answered as an addendum on August 30, 2002.

All questions shall be directed to Iris Baker, Purchasing Director, 604 N. Main, Suite F, Wichita, KS 67203, (316) 383-7494, e-mail to [ibaker@sedgwick.gov](mailto:ibaker@sedgwick.gov), or FAX to (316) 383-7055. For scheduling site access, contact Steve Claassen, Facilities Manager, at 316 660-9075.

**TIMELINE**

Request for Proposal Released-----August 1, 2002  
Pre-proposal Meeting-----August 20, 2002  
Question and Information Deadline-----August 23, 2002  
Addendum Released-----August 30, 2002  
Request for Proposals Due-----October 1, 2002  
Evaluations and Interviews-----October 1-November 1, 2002  
Board of Bids and Contracts Meeting-----November 7, 2002  
Board of County Commission Meeting-----November 13, 2002  
Contract implementation date-----December, 2002

Processing dates after proposal due date are estimated and subject to change.

## **1.0. GENERAL REQUIREMENTS**

The following requirements of the proposer are provided to assist proposers in understanding the objectives of the County and submitting a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. Vendors should note that the proposed methodology/approach, which meets all, or most closely meets the requirements, will be recommended for award selection. The successful proposer must:

- 1.1. Provide a sample of your firm's standard service contract.
- 1.2. Provide references and background information for all "performance contracting" or "energy services" contracts during the past 4 years.
- 1.3. Discuss any past litigation and the background of each issue.
- 1.4. Discuss any current ongoing litigation, either federal or state, which may cause conflicts or affect the ability of the proposer to provide services.
- 1.5. Provide a list of any contracts terminated prior to completion and explain.
- 1.6. Provide resumes for key personnel and their responsibilities for the duration of the project.
- 1.7. Provide a project organization chart listing each subcontract team member and their area of responsibility to deliver this project. **Attachment B**
- 1.8. Provide an outline of the purchase options available to the County, including the times when such options will be available and the costs of exercising such options.
- 1.9. Provide costs of maintenance programs and any other contracts that may be required as a result of the implementation of this project.
- 1.10. Maintain all licenses, permits, bonds, and insurance required for carrying out the work to be performed under this contract.
- 1.11. Use contractors, subcontractors, equipment suppliers and consultants with established businesses in the Sedgwick County area.
- 1.12. Provide a bank reference statement and /or a copy of the most recent, audited financial statement. The successful vendor will also be required to provide an annual profit/loss statement of the Sedgwick County Operation to the Contract Manager.
- 1.13. List any experience on prior government projects, including data on projecting, achieving and documenting (verification of) energy savings in order to ascertain accuracy of projections.

## **2.0. FINANCIAL REQUIREMENTS *Attachment A.***

- 2.1. Provide a description of the important financial aspects of the project and include:
  - (a) The projected price of the project for the courthouse;
  - (b) The method used to determine the County's payments;
  - (c) The frequency of the payments;
  - (d) The term of the proposed agreement;
  - (e) Explanation in detail how the savings guarantee will work and how it minimizes the risk to the County;
  - (f) Any other terms or information relevant to the financial aspects of the proposed transaction; and

(g) Whether proposer is providing as part of this proposal a guaranteed maximum project cost/minimum energy savings for the energy savings measures described in this proposal.

2.2. Provide a guarantee that the debt service of the energy conservation services can be financed and costs covered by the utility savings only. *No savings will be allowed from operational savings.* Payments for this program will occur annually and will never exceed the annual energy savings generated from this program. NOTE: Use of an insurance policy to makeup shortfall of savings will not be permitted. Energy services contractor must pay shortfalls. Additionally, energy services contractor will be required to find solutions to savings shortfall or permanently reduce the cost of the contract to Sedgwick County to reflect the actual savings.

2.3. Provide projections for:

- (a) Total annual energy savings;
- (b) Annual financing payments; and
- (c) Net benefit to the County from the proposed plan.

2.4. Provide a description of the method to be used to measure energy savings achieved in the building the efforts of the contractor (include any methods to be used to adjust for factors such as weather, or changes in the use or structure of the building).

*The base year for all respondents will be January 1, 2001 through December 31, 2001. Describe in detail the primary method of energy savings calculation that will be used by the respondent. Designate which method you will use in the majority of the facility and expand on the planned method. If using an industry standard program or protocol, also list the name and manufacturer of the software. Describe in great detail the process to determine projected savings, and the process to determine exactly how savings will be calculated for each calendar year of the project/contract period.*

### **3.0. PROJECT REQUIREMENTS**

3.1. Provide comprehensive energy services including the performance of energy audits, the design, selection and installation of energy efficient equipment and systems with a minimum life expectancy of 15 years, and the securing of financing for the transaction, along with the monitoring of equipment and systems.

3.2. Perform energy audits and supply specific information including, but not limited to: proposed energy conservation building improvements, costs for these building improvements, level of energy savings, how the energy savings are calculated, required service contracts, costs for the contracts, services provided by the contracts, costs of future detailed audits, exactly how the energy guarantee works, etc.

3.3. Provide an automated control system. The system shall be based on industry standard (open protocol) architecture that can connect controllers from various manufacturers, not only of temperature controls but also manufacturers of chillers, boilers variable frequency drives and a multitude of other products. Pricing is to include all necessary components for system to be fully functional, including any workstations, modems, and lap top computers that will be required. The successful vendor shall supply all software packages available for the control system included as part of the proposal and shall be free from defects before contract can be completed. All graphics packages, graphical programming software, programming and editing software, and any other software that can be used by the system shall be provided for every workstation proposed as part of the project. The proposed system should maximize the use of distributed system architecture, demonstrate strong stand-alone capability in system failure modes, and have a strong history of backward compatibility to the supplier's previous systems.

3.4. Provide experience in design, installation and management of an energy conservation project that has involved energy conservation measure retrofits which address lighting, space heating, ventilation, air-conditioning, envelope, heat recovery, energy management systems, environmental system controls, motors, water heating, fuel switching, air distribution systems and water consumption systems.

3.5. Provide a projected schedule for completion of tasks and responsibilities outlined in your proposal.

- 3.6. Provide onsite training for facilities staff in energy conservation awareness, and training for any other changes incorporated within the scope of this agreement.
- 3.7. Provide state-of-the-art equipment with readily available replacement parts. All equipment used in this program shall be approved by Sedgwick County prior to installation.
- 3.8. Provide equipment that has a history of successful operating experience in similar installations. The equipment shall be new and unused condition.
- 3.9. Include a plan describing how your firm will manage subcontractors. Describe processes that will be used for the assignment of tasks, project scheduling, budget control, and the capability to provide all services required for construction and implementation of retrofit projects on a performance-contracting basis. Provide specific information on management of the following project phases:
  - \* Detailed energy audit
  - \* Engineering and design
  - \* Procurement
  - \* Construction
  - \* Submittal of as built drawings, equipment manuals and warranties
  - \* Commissioning
  - \* Monitoring and verification
  - \* Operations and maintenance
- 3.10. Provide all the above for each energy conservation measure being proposed. The County will assess the merits of each energy conservation measure independently and in various combinations, as they are deemed most advantageous to the County. If the proposer must change pricing dependent on combinations of energy conservations, the pricing should be provided.

## PROPOSAL CONDITIONS

Vendors will understand that pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements. In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revokable if contrary to law.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The proposals submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. **Prices proposed may not be withdrawn for a period of 120 days immediately following the opening of this *Request for Proposal*. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. **Proposers MUST return five (5) signed, completed copies of attached Response Form to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time of receipt will be determined by the time clock stamp in the Purchasing Department.**
8. **Envelopes containing Response Forms must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal opening date, and proposal opening time.**
9. Sedgwick County interprets the term "lowest responsible bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective proposers.
10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After the award, if the successful proposer/ supplier refuses or fails to make deliveries of the materials within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful proposer will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of Statutes of Kansas, Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
14. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
15. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer hereby agrees that":
  - a. He or she will observe the provision of the Kansas Act Against Discrimination and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;

- c. If he or she fails to comply with the manner in which he reports to the Kansas Act Against Discrimination, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
16. Sedgwick County will retain the right to reject any and/or all proposals received, and responses to these and/or related documents (if determined to be non-responsive in any form), and waive any irregularities or informalities if determined to be in the best interest of Sedgwick County. It will further be understood that the Proposer's sureties and insurers are subject to the approval of the County.
  17. The vendor responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
  18. If a response to this Request for Proposal is accepted, the Proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Proposer fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
  19. It will be understood that time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
  20. The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, that he or she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
  21. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document will be Year 2000 compliant with existing County hardware, software, and applications where applicable. Verification must be provided in the response to this document.
  22. The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open and competitive proposing among all vendors.
  23. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
  24. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews, and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
  25. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)
  26. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.

27. Purchase contracts entered into as a result of this document are subject to the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
28. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
29. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas. Any dispute arising out of the contract documents or their interpretation will be litigating only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
30. The Proposer must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Iris Baker, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 383-7494.

**SEDGWICK COUNTY PROPOSAL RESPONSE FORM**  
**#02-0057**  
**ENERGY CONSERVATION SERVICES PROGRAM FOR MAIN COURTHOUSE**

All firms interested in proposing MUST provide the following requested information on these pages and return five (5) copies with any supplementary materials. *Supplementary materials must be provided in a bound format, not larger than 11" x 17"*. Responses are due NOT LATER THAN **Tuesday, October 1, 2002, 1:45 p.m. CDT**, attention: Iris Baker, Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203.

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

TAXPAYER I.D. NUMBER \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

TYPE OF ORGANIZATION (check one):

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Public Corporation

MINORITY BUSINESS ENTERPRISE \_\_\_\_\_ WOMAN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

SMALL BUSINESS ENTERPRISE \_\_\_\_\_ MANUFACTURER \_\_\_\_\_ DISTRIBUTOR \_\_\_\_\_

RETAIL \_\_\_\_\_ DEALER \_\_\_\_\_ SERVICE \_\_\_\_\_ NUMBER OF LOCATIONS \_\_\_\_\_

NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

We acknowledge receipt of the following addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

I/We \_\_\_\_\_, in submitting this proposal, understand and agree to meet or exceed all specifications, requirements, and conditions described in this document.

1. Provide information about specific measures to implement program in the building, include cost, projected annual energy savings, and pay back.
2. Provide a description of the scope of work for the implementation of this project.
3. Describe your firm's organizational structure, including any limited partnerships and how they are applied to this proposed project.
3. Identify who will have primary technical responsibility for energy analysis, engineering and design work, financing, installation, training, and performance monitoring (clearly identify any subcontractors).

4. List all individuals from each participating company who will have a role in this project. Include resumes of the individuals on the project team and include copies of licenses and certifications applicable to this program.
5. Provide a Project Staffing Plan. Include initial staffing showing project organization, supervisory responsibilities and line of authority.
6. Indicate how many years has your firm been in business under its present name and list all other names by which your firm has been known and length of time known by each name
7. Describe your approach to operations of installed measures. This shall include, but not be limited to, energy efficiency procedures (including response time for resolving emergencies, intended approach to ensuring that specified "comfort" standards are maintained in the building, monitoring capabilities, etc)
8. Provide a list of 5 previous Performance Based Energy Contracts, similar in size and complexity. Include customer name, contact name and telephone number, brief description of the project, specific savings components, and period of time contract existed.
9. Describe and list scope requirements for the automated control system.
10. Detail the methods that will be used to determine the dollar value of energy savings resulting from the energy savings program.
11. Can you meet the General Requirements listed on pages 5-7?

Requirements	Yes	No	Comments
1.1			
1.2			
1.3			
1.4			
1.5			
1.6			
1.7			
1.8			
1.9			
1.10			
1.11			
1.12			
1.13			
2.1a			
2.1b			
2.1c			
2.1d			
2.1e			
2.1f			
2.1.g			
2.2			
2.3a			
2.3b			
2.3c			
2.4			
3.1			

3.2			
3.3			
3.4			
3.5			
3.6			
3.7			
3.8			
3.9			
3.10			

12. Any additional information necessary to assist the County in evaluating your proposal may be listed here.

Attachment A

ENERGY SAVINGS  
FINANCIAL PROJECTIONS

The following assumptions were used in all financial calculations:

Project Price \$ \_\_\_\_\_

Annual Energy Savings \$ \_\_\_\_\_

(Cost of all types of energy should not be assumed to inflate.)

Initial electric and gas dollar savings should be based on Customer's Electrical, Natural Gas and Water Utility existing rates.

Costs and savings are based on a project completion of \_\_\_\_\_.

(Only energy savings are included).

Year	Energy Savings	Cost of Building Improvements (including interest)	Cost of Service Contracts	Total Cost	Net Savings
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____
15.	_____	_____	_____	_____	_____
<b>Total</b>	_____	_____	_____	_____	_____

**Attachment B**  
**Project Team Organizational Chart**

List each participant listed in this proposal and describe each participant's total responsibilities associated with this project. (Use additional sheets if needed).

COMPANY NAME \_\_\_\_\_

	Name	Company
Overall Project Management	_____	_____
Building Auditing	_____	_____
Energy Use Development	_____	_____
ECM Evaluation:		
Lighting	_____	_____
HVAC	_____	_____
Controls	_____	_____
Other	_____	_____
ECM Selection		
Energy Awareness Training	_____	_____
Utility Company Rebate	_____	_____
ECM Engineering Design:		
Lighting	_____	_____
HVAC	_____	_____
Controls	_____	_____
Other	_____	_____
ECM Savings Verification	_____	_____
Energy Usage Monitoring	_____	_____
Energy Evaluation	_____	_____
ECM Equipment Maintenance		
Lighting	_____	_____
HVAC	_____	_____
Controls	_____	_____
Other	_____	_____
Financing		
Annual Savings Guarantee		
Financial Affiliation		
Sub-Contractors		