

# SEDGWICK COUNTY, KANSAS

## *DIVISION OF FINANCE*

### **Purchasing Department**

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### **REQUEST FOR PROPOSAL 02-0061**

### **ARCHITECTURAL AND ENGINEERING SERVICES TO REMODEL SHERIFF'S OFFICE 2<sup>nd</sup> FLOOR, MAIN COUNTY COURTHOUSE AT 525 NORTH MAIN WICHITA, KANSAS**

July 29, 2002

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a professional architectural/engineering firm to provide professional design services to prepare plans and specifications to remodel the second floor Sheriff's Office located in the Sedgwick County Main Courthouse, 525 N. Main. This project will encompass approximately 6,000 square feet.

Please carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, five (5) copies of the attached *Response Form* with a comprehensive proposal must be completed and returned by Tuesday, August 27, 2002, not later than 1:45 p.m. CDT. Late responses will not be accepted and will not receive award consideration. Bid Opening will be the same day at 2:00 p.m. in the BOCC Meeting Room at the Main Courthouse, 525 North Main, Wichita, Kansas, 67203.

Interested firms must attend a mandatory pre-proposal meeting on Tuesday, August 13, 2002 starting at 2:30 p.m. in the 3rd Floor BOCC Meeting Room at Main Courthouse, 525 North Main, Wichita, Kansas 67203. Vendors must sign in at the meeting in order to submit proposals. Vendors who arrive late will not be allowed to submit proposals.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this solicitation, at the Sedgwick County Board of Bids and Contracts meeting. 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 the 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 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 other persons not involved with the selection process.

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Iris Baker, C.P.M.  
Purchasing Director

## **BACKGROUND AND OBJECTIVES**

Sedgwick County desires to select an architectural and engineering firm (hereinafter referred to as "A/E") firm to provide professional services required to design and remodel the 2<sup>nd</sup> floor Sheriff's Office of the Main Courthouse. The successful firm will become an integral team member for all aspects of the project. Generally speaking, these services will include:

- ?? Prepare, review and revise all project plans and specifications for remodeling the 2<sup>nd</sup> floor Sheriff's Office to include: workstation areas, private offices, interview rooms, laboratory space, evidence room, unisex bathroom, break room, and storage for files and supplies. Design will include cost/benefit analysis to abandon a stairwell and utilize that space for office use.
- ?? Prepare and update two project estimates (at the conclusion of Design Development, and prior to the Bid Process) based on architectural, structural, mechanical, electrical, interior design and all other associated elements needed to provide the County with the most accurate detailed estimates possible. At a minimum, each estimate should include:
  1. Utility relocation estimates,
  2. All special use permits, plan review fees, code review fees, and engineering review fees,
  3. Any other professional fees or services such as geotechnical engineers, structural, mechanical, chemical, air and water pollution tests for hazardous materials), and
  4. Assistance in estimating all associated owner's costs during each project cost revision.
  5. Evaluate electrical and HVAC capacity of the area in relation to staff and computer equipment.
- ?? Provide recommendations for the most effective changes to the existing electrical and mechanical systems for the remodel.
- ?? Provide all construction administration to include pre-bid meeting, RFP's, bid opening and award, review of submittals and contractor payment applications, project coordination with consultants, and final project closeout.
- ?? Prepare construction documents to include: demolition plan, furniture plan, dimension plan, a new partition schedule, door schedule, finish schedule, and electrical, mechanical, HVAC plans.
- ?? Update CAD drawings for base plan.

## **SEDGWICK COUNTY'S RESPONSIBILITIES**

To assist the A/E firm, Sedgwick County will do the following:

1. Provide to A/E firm all information, as legally allowed, in possession of the County, which relates to the County's requirements for the project or which is relevant to the project.

2. Assist the A/E firm in obtaining permission to enter public and private property as required for A/E firm to perform services. The County will acquire the necessary easements and/or property.
3. Examine all studies, test results, reports, sketches, drawings, specifications, and proposals, and other documents presented/forwarded by A/E firm.
4. Designate a person to act as the County's representative with respect to the work to be performed under this Agreement for each project. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, equipment, elements, and systems pertinent to A/E's services.
5. Pay for reproduction costs associated with the bid process for this project such as blueprinting, photocopying, photographs, printing, binding, plans, and specifications, etc. The County will ask the successful firm to assist in estimating these costs.
6. Provide established county standards to the A/E firm including Space Standards Manual, Furnishing Reference Manual (Volumes #1 & 2), and Architectural Finishes Reference Manual.
7. Provide carpet standards.
8. Provide Herman Miller workstation standards.

## **SERVICE SPECIFICATIONS**

The County intends to award these A/E services based on an evaluation of all proposals received. Following is a general outline of the type of work to be performed by the successful firm. Broadly stated, the County desires to seek A/E services to provide:

### **1. SCOPE OF SERVICE**

- 1.1 Basic Services: A/E firm shall perform professional services including basic planning, architectural, and programming services. A/E firm represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. A/E firm will comply with the regulations, laws, ordinances, and requirements of all levels of government applicable to any assigned project.
- 1.2 Programming Phase: After authorization to proceed, the responsibilities of the A/E firm shall include:
  - 1.2.1 Review alternative approaches to design and construction of the project with County staff.
  - 1.2.2 Consult with County staff to determine project requirements and review available data in the County's possession.

- 1.2.3 Determine the scope and related requirements of the project in consultation with the County and based on all available information.
  - 1.2.4 Perform necessary research and field survey work when requested.
  - 1.2.5 Develop a project schedule defining and establishing all owner, consulting, A/E services, programming, design, and construction activities and milestones in consultation with County staff.
  - 1.2.6 Prepare recommendations as to how to phase the project to meet funding requirements, which must result in a logical bidding package(s) that will be responsive to market conditions, the needs of the County, and comply with applicable laws and polices.
  - 1.2.7 Provide solutions to defined needs.
  - 1.2.8 Meet with County staff, Board of County Commissioners, and others to perform such public relations functions as required and as may be mutually agreed upon.
  - 1.2.9 Furnish all such documents, plans and design data as may be required, and assist in the preparation of the required documents so the County may obtain approvals of all such governmental agencies and authorities that have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.
  - 1.2.10 Prepare any necessary documents for alternate bids requested by the County.
- 1.3 Design Development Phase: Upon completion of Programming and Schematic Design Phases, notification, and approval by the County that the information is acceptable in all respects to the County and to all governmental agencies and authorities as have jurisdiction over design criteria and environmental impact application to the project, the A/E firm shall:
- 1.3.1 Review alternative approaches to design and construction of the project with County staff.
  - 1.3.2 Consult with County staff to determine project requirements and review available data in the County's possession.
  - 1.3.3 Determine the scope and related requirements of the project in consultation with the County and based on all available information.
  - 1.3.4 Perform necessary research and field survey work as requested.

- 1.3.5 Develop a project schedule defining and establishing all owner, consulting, A/E services, programming, design, and construction activities and milestones in consultation with County staff.
  - 1.3.6 Prepare recommendations as to how to phase the project to meet funding requirements, which must result in a logical bidding package that will be responsive to market conditions, the needs of the County, and comply with applicable laws and policies.
  - 1.3.7 Provide solutions to defined needs.
  - 1.3.8 Meet with County staff, Board of County Commissioners, and others to perform such public relations functions as required.
  - 1.3.9 Prepare preliminary design documents consisting of preliminary construction plans and outline specifications.
  - 1.3.10 Submit an opinion of probable construction costs including, but not limited to construction costs and contingencies. This opinion will be based on the information contained in the preliminary design documents.
  - 1.3.11 Furnish, review, and present preliminary design documents and A/E opinion of probable construction cost to the County.
  - 1.3.12 Furnish all such documents, plans and design data as may be required, and assist in the preparation of the required documents so that the County may obtain approvals of all such governmental agencies and authorities that have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to negotiations with appropriate officials and authorities, including administrative hearings and meetings as reasonably required to obtain such approval.
  - 1.3.13 Prepare any necessary documents for alternate bids requested by the County.
- 1.4 Construction Document Phase: Upon completion of the Design Development Phase, notification, and approval by the County that the preliminary design documents are acceptable in all respects to the County and all governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project, the A/E firm shall:
- 1.4.1 Prepare final project plans, specifications, and contract documents which shall include bid forms, instructions to bidders, contract form, bonding and insurance requirements and where applicable, local, state and federal compliance requirements, and assist in the preparation of other related documents.

- 1.4.2 Furnish all such documents, plans, specifications, and design data as may be required, and assist in the preparation of the required documents so the County may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria and environmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.
- 1.4.3 Furnish, present, and review final plans and specifications, contract documents, and all other related documents with the County.
- 1.4.4 Furnish County with a revised opinion of probable construction cost prior to the initiation of the general contractor bid process, based on the final plans and specifications and other related documents.
- 1.5 Bidding and Negotiation Phase: After authorization to proceed with the Bidding and Negotiation Phase, A/E shall:
  - 1.5.1 Assist County in obtaining bids or negotiated proposals for each prime contract for construction and/or installation of equipment.
  - 1.5.2 Consult with and advise County as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor.
  - 1.5.3 Consult with and advise County as to the acceptability of substitute materials and equipment proposed by the prime contractor.
  - 1.5.4 Assist County in evaluating bids and assembling and awarding contracts.
  - 1.5.5 Prepare all documents necessary for the County and contractor(s) to enter into a contract for the construction of the project, or installation of equipment, and forward all such documents to the contractor for execution.
  - 1.5.6 Co-conduct, with the County, the pre-bid conference to encourage competent, responsive, competitive bids and to clarify any questions that may arise about the project during the bidding process.
  - 1.5.7 Distribute construction documents.
- 1.6 Construction Administration Phase: During the Construction Phase, the A/E firm shall:
  - 1.6.1 Assist the County in identifying the number of additional sets of plans needed for use by the County's prime contractor(s) and subcontractor(s).

- 1.6.2 Consult with and advise the County and act as its representative as normally expected of a professional A/E firm, including contract administration. The County's instructions to the contractor will be issued by A/E firm through a Project Manager assigned to the project by Sedgwick County Facility Project Services. The A/E firm will have the authority to act on behalf of the County to the extent authorized by the County.
- 1.6.3 Make periodic visits to the site as necessary, or as defined for individual projects. The purpose of the visit is to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans, specifications, and contract documents. The A/E firm will verify that the completed project conforms to the final plans, specifications and contract documents. During such visits and on the basis of on-site observations, the A/E firm shall keep the County informed bi-weekly in writing of the progress of work and shall endeavor to protect the County against defects and deficiencies in the work of the contractor(s); and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications, or contract documents.
- 1.6.4 Take appropriate action to review and approve submittals of appropriate drawings, samples, etc, as they relate to the design concepts, shop drawings and samples, the results of test and inspections and other data which contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans, specifications, and the contract documents; determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspections, which are to be assembled by the contractor in accordance with the final plans, specifications, and contract documents.
- 1.6.5 Issue instructions from County to each contractor and prepare all change orders as required: A/E may, as County's representative, require special inspection of testing of the work and shall act as interpreter of the requirements of the final plans, specifications, and contract documents and act as judge of the performance thereunder by the parties hereto.
- 1.6.6 Based on the A/E's on-site observations as an experienced and qualified design professional and on review of contractor's applications for payment and the accompanying data and schedules, advise the County as to the amount owing to contractor(s) and indicate whether the amount is approved. Such approvals of payment will constitute a representation to the County, based on observations and review, that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications, and the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final

plans, specifications, and contract documents, and to any qualifications stated in its approval).

- 1.6.7 Conduct an inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents. If each contractor has fulfilled all obligations including all documents, guarantees, manuals, bonds, warranties, as-built drawings, etc., are turned over to the County then the A/E firm shall indicate to the County, in writing, that final payment should be made to each contractor.
- 1.6.8 Conduct such inspections as are necessary to determine the pending completion of work or portions thereof and prepare a list of incomplete, unsatisfactory items and a schedule for their completion.

## **SELECTION CRITERIA**

Criteria used for selection will include, but not be limited to: depth and breadth of planning, architectural design and engineering experience, size and scope of previous projects, quality and experience of assigned personnel, etc. The lowest price proposed may not have a direct bearing on the final selection.

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by meeting the following criteria:

1. Ability to meet all Request for Proposal conditions and instructions as outlined herein.
2. Competence to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and competence of persons who would be assigned to perform the services.
3. Capacity to perform the services in the required time as reflected by workload, availability of adequate personnel, equipment, and facilities.
4. Past performance with respect to cost control, quality of work, value engineering and ability to meet deadlines. This shall be determined in part by a check of references for similar projects and/or services provided for governmental entities or organizations of similar size.
5. Depth and variety of disciplines. Firms should clearly identify all disciplines available and indicate those within the firm and those that will be subcontracted to others.
6. Ability to manage projects simultaneously and expeditiously, approach to problem/task resolution, methodology/data gathering techniques and procedures, and teamwork.
7. Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.

8. Sedgwick County will select a local firm that includes as a team member, individual(s) who have specific hands-on experience in planning and designing projects similar in size and scope within the last five (5) years.

Proposals will be screened by a Review Committee comprised of: Assistant County Manager/CIO, Purchasing Director, Representatives from Sheriff's Department, and the Project Manager. This committee may select a limited number of prospective firms for interview prior to recommending a firm for award.

A Review Committee recommendation will be made to the Board of Bids and Contract at its regular meeting, Thursday, September 5, 2002, at 10:00 a.m., in the County Commission meeting room at the Sedgwick County Courthouse, 525 North Main, Wichita, Kansas although this date or location could change.

The Board of County Commissioners will consider the Review Committee recommendation at its regular meeting Wednesday, September 11, 2002, in the County Commission meeting room, although this date or location could change.

*NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY COMPANY AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE OPENING OF RESPONSES TO THE REQUEST FOR PROPOSAL.*

Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations.

#### **CONTRACT PERIOD & PAYMENT TERMS**

A contractual period will begin on approximately September 11, 2002 or immediately following Board of County Commissioners (BOCC) approval of the successful firm and will be for the duration of the project.

A formal contract for professional services will be issued utilizing AIA Document 1997 B141 plus Supplemental Conditions. A copy of this contract is attached and marked as Attachment A. The County views this contract as its final contract. Specific concerns should be addressed to the project manager prior to proposal due date.

Payment will be remitted following receipt of a detailed invoice.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other.

#### **MANDATORY REQUIREMENTS**

These guidelines are provided to assist participating firms in formulating a thorough response. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful firm shall ensure/understand that:

1. Project must meet local, state, and federal guidelines as applicable.

2. The safety of County staff and the public is paramount and must be considered in all project design and construction phases.
3. It will work closely with County staff during all phases of the required work. Because the successful firm will be considered a key part of the project management team, a strong, positive working relationship must be maintained.
4. It will provide a single point of contact for the duration of the project.
5. It will ensure timely completion of plans, specifications, and response to County staff questions.
6. Initial response to County questions must occur within 24 hours of contact by the County.
7. Plans and specifications must be accurate and coordinated between all disciplines and be in full code compliance.
8. It will provide timely execution to administrative procedures related to the project such as change order proposals, shop drawings, contractor pay requests, etc.
9. It will provide timely follow-up on final inspection and punch list in a complete fashion.
10. It will maintain Architect's Errors and Omissions Insurance, and a Primary Comprehensive General Liability Policy combined single limit. Evidence of such coverage must be provided to the County at the time that responses are due, and the County must be named as an additional insured.
11. It shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement.
12. It will adhere to the AIA Kansas Bylaws, AIA Code of Ethics and Professional Conduct.
13. It, and all sub-contractors, shall maintain professional licenses needed to perform work in Sedgwick County and the State of Kansas.
14. It will prepare a set of "as-built" drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the contractor(s) and subcontractor(s). County CAD drawings will be updated to reflect construction changes.
15. It will meet with applicable County departments to review project status, project budget, and project planning. These meetings will be scheduled at a time agreed on by the Project Manager, any applicable County department(s), and the A/E firm.
16. It will include as a team member, individual(s) who have specific hand-on experience in planning and designing projects similar in size and scope within the last five (5) years.

## PRE-PROPOSAL CONFERENCE

Interested firms must attend a mandatory pre-proposal conference on Tuesday, August 13, 2002 starting at 2:30 p.m. in the Main Courthouse, 3rd Floor BOCC Meeting Room, 525 N. Main, Wichita, Kansas 67203. County personnel will answer questions concerning this Request for Proposal. Time will be provided to view the project site.

## TIME LINE

The following dates are provided to assist interested firms in planning participation in the project described herein. The dates listed, however, are in no way a guarantee and are subject to change without notice.

July 29, 2002	Issue Request for Proposal
August 13, 2002	Mandatory Pre-Proposal Conference
August 27, 2002	Proposals due
August 27-September 4, 2002	Review Proposals and discussion/interviews with selected firms
September 5, 2002	Board of Bids and Contracts Meeting
September 11, 2002	Board of County Commissioners Meeting

## PROPOSAL CONDITIONS

Vendors will understand that pricing offered in the proposal document will be provided to other local government entities with who Sedgwick County regularly enters in 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 in to by governmental agencies, including nondiscriminating employment. Contracts entered into on the basis of submitted proposals are revocable 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 K.S.A. 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, disability, national origin, or ancestry;
  - b. in all solicitations or advertisements for employees, he or she will include the, '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 Commission on Human Rights, 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;
  - 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, or 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 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 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 Document (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 document 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 understand 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 litigated 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.

**REQUEST FOR PROPOSAL**  
**02-0061**  
**ARCHITECTURAL AND ENGINEERING SERVICES TO**  
**REMODEL SHERIFF'S OFFICE**  
**2<sup>nd</sup> FLOOR, MAIN COUNTY COURTHOUSE**  
**525 NORTH MAIN, WICHITA, KANSAS**

All firms interested in proposing MUST provide the following requested information on these pages and return 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 1:45 p.m., CDT, Tuesday, August 27, 2002 attention Iris Baker, Purchasing Director, 604 North Main, Suite F, Wichita, Kansas 67203. This section can be scanned but must retain this format.

The undersigned, on behalf on 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 \_\_\_\_\_ HOURS \_\_\_\_\_

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

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

GENERAL NATURE OF BUSINESS \_\_\_\_\_

TYPE OF ORGANIZATION (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Incorporated  
\_\_\_\_\_ Public Corporation \_\_\_\_\_ Private 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 addendums: (#1) \_\_\_\_\_ (#2) \_\_\_\_\_ (#3) \_\_\_\_\_ (#4) \_\_\_\_\_

We attended the mandatory pre-proposal meeting (circle one)    YES    NO

1. WE, \_\_\_\_\_, PROPOSE TO PROVIDE ARCHITECTURAL & ENGINEERING SERVICES PER THE REQUIREMENTS (sections 1.1 – 1.6.8). We also certify that this proposal is valid for 120 days from the day this proposal and attached information is received and filed by Sedgwick County.

NOTE: Lump sum fees shall be in an amount sufficient to cover traditional reimbursable costs such as:

- a. Transportation and subsistence expenses of employees, principals and partners incurred during travel in discharge of duties connected with these on-call services.
- b. Communication expenses such as long distance telephone, telegraph, facsimile, express or messenger charges, and postage.
- c. Sub-consultant expenses for special services for associated consultants, such as structural, mechanical and electrical engineering, acoustical, testing, and observation, etc.
- d. Specialized equipment including computers, computer time, software, printers, scanners, etc.
- e. Renderings (if specifically requested by Sedgwick County),
- f. Lump sum fee should not include any charges for personnel bonuses, employee training, employee morale programs, principal bonuses, general liability, auto liability, or professional liability insurance.

WE PROPOSE TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES PER THE REQUIREMENTS OF THIS PROPOSAL HEREIN FOR A TOTAL NOT TO EXCEED LUMP SUM FEE OF \$ \_\_\_\_\_ (Dollars).

WE PROPOSE TO COMPLETE PLANS AND SPECIFICATIONS IN THE FOLLOWING NUMBER OF DAYS. THIS ESTIMATE INCLUDES TIME FOR COUNTY REVIEW AND APPROVAL: \_\_\_\_\_

2. Please provide a description of the firm, its architectural and engineering organization, size and nature of architectural and engineering staff, office facilities available, and a description of any special equipment such as computer aided design systems, etc. Please provide the same data for your firm's sub-contractors.
3. Please provide data on the firm's architectural and engineering background, expertise and qualifications, including a representative list of current projects and projects completed in the last five years, project descriptions, contract amounts, scheduling data, types of services performed, etc. Photographs would be helpful. Please provide the same data for your firm's sub-contractors.
4. Please provide data on past performance on maintaining project budgets and schedules. Describe specific cost savings measures, affected by your services on past projects and their magnitude. Describe by example how project schedules were improved or expedited to the County/Owner's benefit. Please provide the same data for your firm's sub-contractors.
5. Please provide the name of the Project Architect/Engineer who will be the primary point of contact, and include the amount of time this individual is projected to be providing these on-call services, and related experience, specialization, professional achievements, etc.
6. Please provide the name of the remaining project staff and include the amount of time each is projected to be providing these on-call services, and related experience, specialization, professional achievements, etc. of these individuals. Please provide the same data for the key personnel of all sub-contractors.
7. Please describe how your firm will organize and manage efforts as the prime consultant and your sub-consultants as the Architectural and Engineering firm for these on-call services.
8. Please provide the following information for at least five (5) references: company name, address, contact person, telephone number, job date, job site location and scope of work. These references should be for those individuals familiar with your work, capability, and performance. It would be most helpful to include past projects of similar size and scope.
9. Please provide information on any firms proposed for consulting or joint venture. Where this is proposed, clearly define the lead firm and the relationship between the firms. A project organizational chart would be helpful.
10. Indicate experience in developing and administering fast-track projects, cost-plus contracts, construction claims and guaranteed maximum price contracts.
11. What support is expected from Sedgwick County in terms of staff support or other service?
12. Any additional information necessary to assist the County in evaluating your proposal may be listed here.

