



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

www.sedgwickcounty.org/purchasing

604 N. Main, Suite F

Wichita, KS 67203

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**REQUEST FOR PROPOSAL
#02-0071
INSTALLATION OF EMERGENCY GENERATOR
FOR DEPARTMENT OF COMMUNITY HEALTH**

August 16, 2002

Sedgwick County, Kansas (hereinafter referred to as the "County") desires to contract with a vendor to supply and install an emergency generator at the Department of Community Health.

Carefully review this Request for Proposal, it provides specific information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete three (3) copies of the attached PROPOSAL RESPONSE FORM, along with any additional applicable information and return in a sealed container/envelope to the Sedgwick County Purchasing Department on or before 1:45 p.m. CST, Tuesday, September 10, 2002. **Late or incomplete responses will not be accepted and will not receive consideration for final award.**

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. Because purchases of this nature require the expenditure for public funds and/or public facilities, it should be noted that all other information provided will be considered proprietary and will NOT be divulged during the proposal review process. The successful proposer will understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners.

A mandatory pre-proposal meeting will be held on Wednesday, August 21, 2001, at 9:00 A.M., Community Health Department, 1900 E. Ninth Street, Wichita, KS 67214.

Carol Bevelhymer, C.P.M.
Purchasing Agent

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 reviewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. The criteria to 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 select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.**

BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties, with a population estimated at more than 450,000 persons. It is the sixteenth largest in the area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. public safety, public works, criminal justice, recreation/entertainment/culture and human/social and education.

The Department of Community Health became a part of Sedgwick County on January 1, 2002. Due to the electricity being interrupted during storms that result in vaccines being lost, the County is researching the feasibility of up-grading the generator system with the state-of-the-art standby generator with an automatic transfer switch mechanism to assure the vaccines are maintain at the correct temperature. The County realizes that installation may not be during normal working hours, but will work with vendor in scheduling installation.

GOAL AND OBJECTIVE

Sedgwick County desires to contract with a vendor to provide the material and installation of the aforementioned project to the satisfaction of the Department of Community Health.

MINIMUM REQUIREMENTS

The County desires the best services available. 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 within the listed selection criteria. The successful proposer will:

1. Be able to provide all material and manpower to install an emergency generator.
2. Acquire qualified personnel(electricians, etc.) required to perform the work under City, County and State Codes.
3. Present a schedule and timeline for the project.
4. Adhere to all federal, state, county, and city applicable laws.

PROPOSAL SUBMISSION

Interested proposers will complete the attached Proposal Response Form in its entirety. Additional information as delineated below should be attached to the Proposal Response Form.

1. Provide a statement of understanding of project and approach. Explain how you propose to accomplish the requirements listed in this Request for Proposal.
2. Include a table listing all similar projects completed by your firm in the past three years. For each project, identify the client, contact person including phone number, the name of the project manager or consultant, the date of project completion and a description of the scope of services provided.

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 proposer 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 presentation to the review committee during the evaluation period. Representatives of affected County departments will judge each firm's response as determined based on the following criteria:

1. Meeting all Request 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/past/current customers of the proposed solution verifying service levels and capability of the proposer to provide a thorough solution.
3. Meeting all Request for Proposal Mandatory Requirements as outlined herein.
4. Proposing services described herein with the most advantageous and prudent methodology and costs to the County.

No negotiations, decisions or actions will 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.*

SEDGWICK COUNTY'S RESPONSIBILITIES

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

1. Provide information in possession of the County, which relates to the County's requirements for this project or which is relevant to this project.
2. Designate a person to act as the County's Contract Manager on this project.
3. County will work with vendor in regards to scheduling of installation

CONTRACT PERIOD AND PAYMENT TERMS

A contractual period for these services will begin approximately September 18, 2002, or immediately following approval by the Sedgwick County Board of County Commissioners.

If through any cause, the successful vendor fails to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful vendor violates any of the covenants, agreements or stipulations of this contract, the County will thereupon have the right to terminate this contract, by giving written notice. In the event of such termination for cause, the successful vendor will be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

Payment for all specified services to the successful vendor will be made as follows:

- BOCC approval of the recommended proposal;
- Completion of tasks based on time line and receipt of invoicing; and
- Approval of the tasks by the County’s Contract Manager

HOLD HARMLESS

To the fullest extent permitted by law, the successful firm agrees to defend, pay in behalf of, and hold harmless Sedgwick County, it’s elected and appointed official, employees and 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 in any way connected or associated with this contract.

QUESTIONS AND CONTACT INFORMATION

Questions regarding the purchasing process may be addressed to Carol Bevelhimer, Purchasing Agent at 316 383-7532, or e-mail cbevelhy@sedgwick.gov. Technical questions may be addressed to Terry Harrison, Department of Community Health 316-660-7300, or e-mail to tharriso@sedgwick.gov. Questions not of a general clarifying nature will be answered and issued to all vendors.

INSURANCE AND INDEMNIFICATION

- 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.

TIMELINE

Request for Proposal Released-----	August 16, 2002
Mandatory Meeting-----	August 21, 2002
Addendum released if required-----	September 5,2002
Request for Proposal due-----	September 10, 2002
Evaluation of Proposals-----	September 10-11, 2002
Board of Bids and Contracts Meeting-----	September 12, 2002
Board of County Commission Meeting-----	September 18, 2002
Contract implementation date-----	September 20, 2002

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 three (3) signed, completed copies of attached Response Form to Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, 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 General 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, 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 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.

**REQUEST FOR PROPOSAL
#02-0071**

INSTALLATION OF EMERGENCY GENERATOR WITH AN AUTOMATIC TRANSFER SWITCH

All firm's interested in proposing MUST provide the following requested information on these pages and return three(3) copies with any supplementary materials. Responses are due NOT LATER THAN Tuesday, September 10, 2002, 1:45 p.m. CSDT, Attention: Carol Bevelhymer, 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) the person has read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated and upon signing of a contract; and (6) mistakes in writing of the submitted proposal will be the responsibility of the proposer.

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 addenda: (1)____, (2)____, (3)____, (4) _____

Quantity	UOM	Description	Each	Total
1	each	Installation of emergency generator with an automatic transfer switch	\$_____	\$_____
		Generator	\$_____	\$_____
		Grand Total		\$_____

Model _____ Make _____

Warranty _____

Minimum Requirements	Yes	No	Comments
1.			
2.			
3.			
4.			