



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

www.sedgwickcounty.org/purchasing

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Wichita, KS 67203

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**REQUEST FOR PROPOSAL
#02-0079
LEGAL SERVICES FOR FIRE DISTRICT #1**

October 7, 2002

Sedgwick County, Kansas (hereinafter referred to as the "County") is seeking Legal Services to represent Fire District #1 in collective bargaining negotiations with I.A.F.F. Local 2612, representing the Sedgwick County firefighters. Legal Services will be utilized on a case-by-case basis under the direction of the Sedgwick County Public Safety Director and Fire Chief in consultation with the County Counselor. No particular amount of business can be guaranteed. The decisions, recommendations, and advice of outside counsel will be subject to review and approval by the Sedgwick County Counselor.

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 envelope to the Sedgwick County Purchasing Department on or before 1:45 p.m. CDT, Tuesday, October 22, 2002. **Late 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 acceptance by the County Counselor.

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 to our collective bargaining representation needs**, 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 Contract will be awarded to a qualified vendor submitting the best proposal as determined by the County Counselor. **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 is interested in receiving proposals that provide competent and cost effective legal services in the handling of collective bargaining negotiations on behalf of Sedgwick County Fire District #1 with I.A.F.F. Local 2612 – the bargaining unit representing the Sedgwick County firefighters. Contract negotiations between the Fire District and the bargaining unit is an ongoing process with contracts generally established for periods of between one and three years. The current two-year contract ends December 31, 2002 and it is likely that current negotiations will conclude with only a one-year contract. Negotiations begin in April of the last year of an existing contract and generally there are about eight negotiating sessions between the Fire District and the Union before July 1st of the same year.

SCOPE OF SERVICES

Each proposal must contain a statement of the minimum compensation for which the attorney/firm is willing to render service to Sedgwick County, including the amounts and/or method of calculation. Sedgwick County is interested in proposals that will obtain quality service for Sedgwick County at competitive fees. **Each firm should offer an hourly rate for the following:**

1. For litigation in connection with claims against Sedgwick County Fire District #1 as assigned by the County Counselor (including rates for trial and appellate work).
2. For legal advice as requested from time to time by the Public Safety Director and Fire Chief in connection with ongoing negotiations.
3. For providing status letters to Sedgwick County Fire District #1 and monthly reports to the County Counselor by the 25th of each month.
4. For rates for all other legal services on the basis of time spent and actual expenses incurred. Include any minimum charges, rates/charges for expenses, i.e. postage, copying, etc., together with a sample billing.

The successful firm will be required to meet with Sedgwick County officials as needed for the purpose of evaluation and resolution of claims. The firm shall also keep Sedgwick County abreast of any changes in pertinent law and the impact of such changes.

SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of proposer to provide services in response to this document. A review committee will select the proposals that appear most beneficial. Representatives of Sedgwick County will judge each firm's response as determined based on the following criteria:

- ?? Meeting all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- ?? Meeting Minimum Qualifications and all Mandatory Requirements as outlined herein.
- ?? Proposing services described herein with the most advantageous and prudent methodology and costs to the County.
- ?? Provide references for which similar services have been provided in the last 3 years. Include location, contact person, telephone number, length of contract, and any other pertinent information related to this type of project.

MINIMUM QUALIFICATIONS

The successful firm shall have the following minimum qualifications:

1. Be licensed with the State of Kansas and a member of the Kansas Bar Association.
2. Have at least 5 years experience handling public sector/public safety labor negotiations.
3. Be thoroughly knowledgeable about the State of Kansas labor laws including the Public Employer-Employee Relations Act.

MANDATORY REQUIREMENTS

The following Mandatory Requirements must be met by the successful firm:

1. Submit a statement describing the firms' present and projected workload, staffing, and ability to provide prompt, quality legal services at competitive rates.
2. Submit a statement disclosing any current, pending, or potential disciplinary action or malpractice claims or other like proceedings against any partner or associate of your firm.
3. Submit a list of references and any other information that your firm deems relevant and useful to the selection of legal counsel.
4. Submit the name of the lead attorney, and a brief biography of said attorney, who will be responsible for handling the County's claims and will serve as the contact person on behalf of the firm.
5. Submit a list of clients for whom your firm provides public sector/public safety labor negotiations.

6. Disclose any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
7. Submit a statement indicating methodology used to bring about conflict resolution in the labor negotiating process.

CONTRACT PERIOD

A contractual period for services will begin approximately January, 2003, and continue through December 2003, with the option to renew for additional one-year periods unless either part gives 90 days prior written notice of discontinuing said contract.

If through any cause, the successful firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract, by giving a 30-day written notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

PAYMENT TERMS

Payment for all specified services to the successful firm will be made following:

- Monthly invoicing, including itemized statement.

INSURANCE

The Firm shall be responsible for maintaining malpractice insurance coverage in force for the life of this contract and shall provide in the response to this proposal the amount of such coverage.

QUESTIONS AND CONTACT INFORMATION

Questions regarding the purchasing process may be addressed Iris Baker, Purchasing Director at 316 383-7494, or e-mail ibaker@sedgwick.gov. Technical questions may be addressed to Robert Lamkey, Public Safety Director, at 316-660-9393, or e-mail to rlamkey@sedgwick.gov, by 5:00 p.m. (CDT) Wednesday, October 16, 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 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 vendors 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, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.**
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 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; 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, finders 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 Proposers 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.

SEDGWICK COUNTY PROPOSAL RESPONSE FORM
#02-0079
LEGAL SERVICES FOR FIRE DISTRICT #1

All firms interested in bidding MUST provide three (3) copies of the following requested information on these pages and return with any supplementary materials. Responses are due **NOT LATER THAN Tuesday, October 22, 2002, at 1:45 p.m. CDT**, Attention: Iris Baker; Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3672. Late bids will not be accepted and will not receive consideration for final award.

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 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.

HOURLY RATE: _____

FEES (IF APPLICABLE) FOR SCOPE OF SERVICES (AS LISTED ON PAGES 2 & 3):

1. _____
2. _____
3. _____
4. _____

TECHNICAL INFORMATION (Please submit the following information with your proposal.)

1. Provide a synopsis of your proposal describing how it fulfills Sedgwick County's program concept, requirements, and goals.
2. Provide a statement of the respondent's background, experience, and understanding of services required.
3. Identify the staff that would be involved in providing services to Sedgwick County, with a description of their qualifications.
4. Identify any outside firms used by your firm for special investigations, etc. and the fee charged by these agencies.
5. Submit a statement describing your firm's present and projected workload, staffing, and ability to provide prompt, quality legal services at competitive rates.
6. Submit a statement disclosing any current, pending, or potential disciplinary action or malpractice claims or other like proceedings against any partner or associate of your firm.
7. Describe any characteristics or capabilities, which may make your firm uniquely qualified to provide the services to Sedgwick County.
8. Identify at least four (4) references including the organization, address, contact person, phone number, date of services, and scope of services.
9. Any additional information necessary to assist the County in evaluating your proposal may also be submitted.