SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

? **604 N. Main, Suite F ?Wichita, KS 67203?Telephone (316) 383-7494 ?Fax (316) 383-7055 ??**

REQUEST FOR QUOTATION
02-6008

BLINDS FOR HISTORIC COURTHOUSE
PHASE I

September 11, 2002

To:

Sedgwick County, Kansas (hereinafter referred to as "County"), will accept quotations for the purchase and installation of blinds for the Sedgwick County Historic Courthouse located at 510 N. Main, Wichita, Kansas 67203.

A mandatory pre-bid meeting has been scheduled for 10:00 a.m., Wednesday, September 25, 2002, so that all site conditions can be observed and window measurements taken. Vendors shall meet at the Division of Information and Operations administrative offices located on the first floor, west end, south side of 538 N. Main.

Carefully review this Request for Quotation. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, three (3) copies of the attached **QUOTATION RESPONSE FORM,** with any supporting data, are due at or before 1:45 p.m. CDT, Tuesday, October 8, 2002 to Sedgwick County, Kansas, Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3672. Late or incomplete responses will not be accepted and will not receive consideration for final award.

_____
Kandace Johnson, CPPB
Senior Purchasing Agent

SCOPE OF WORK

Levelor two (2) inch wood blinds to be furnished and installed on sixty-four (64) windows of the Historic Courthouse, various floors, located at 510 N. Main, list is attached.

1. Blinds are to be sized to fit existing windows.
2. Vendor shall remove and dispose of existing window coverings. The removal shall be coordinated with the installation of the blinds to ensure that individual offices are not without any type of window covering for longer than one workday.
3. Vendors shall be responsible for the verification of the measurement, quantity and location of all windows. Measurement must include appropriate placement of controls based on any window obstruction. Controls must be easily accessible. **These measurements must be taken during the mandatory pre-bid meeting on September 25, 2002.**

INSTRUCTIONS TO BIDDERS

All materials, accessories, labor, and freight charges are to be included in the bid price. Vendors shall note the product lead-time and calendar days for installation. The successful bidder shall coordinate date and time for each installation with Project Manager, Janice Fine. Work can be accomplished Monday through Friday, 7:00 a.m. to 5:30 p.m.

SPECIFICATIONS

- 2” Wood Levelor
- Color: Chestnut
- Commercial Grade Cable Tapes

Historic Courthouse Blinds
Phase I
September 11, 2002

2nd Floor	Windows
Computer Room - east small office area	4
Customer Support Area	2
Greg Tucker's Office	5
Diane Reed's Office	1
Tech Library	1
Sandoval/Turner Office	4
Networking Area	2
Rodney Horton's Office	1
Telecom Office	2
South/west office area	1
Ken Keen's Office	4

3rd Floor

Testing Room	2
Mike Mueller's Office	2
Center large area	1
Lucretia Taylor's Office	1
Jane Moralez's Office	1
Rhea Evan's area	1
Storage Room	2
Jo Templin's Office	4
Upstairs Office	1
Upstairs Conference Room	1
South Courtrooms	
West side courtroom	4
West side judge's chambers	4
East side courtroom	4
East side library	4
East side conference room	2
East side small office	1
6th Floor	
Irene Hart's Office - west/south side	2
TOTAL	**64**

Tall Windows	53
Half Windows	6
Small Windows	5

REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Sedgwick County reserves the right to reject any or all Bids and responses to these and/or related documents, to accept any item or items in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.

2. Alternate Bids (two or more Bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements outlined herein. The bids 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 Bid specifications will control.

3. **Bidders MUST return three (3) signed, completed copies of the attached Response Form to Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, on or before the date and time specified. Bids must be sealed in an envelope, and marked with the firm name and address, Bid number, Bid opening date, and Bid opening time. The time of receipt will be determined by the time clock stamp in the Purchasing Department.**

4. 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.

5. Quotations submitted may not be withdrawn for a period of 60 days immediately following the opening of this *Request for* Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the Bid.

6. Sedgwick County interprets the term "lowest responsible bidder/Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the Bid, and (b) determine which Bid 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 Bids are received.

7. 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 to assist Sedgwick County in analyzing your Bid.

8. If the supplier refuses or fails to make deliveries of the materials within the times specified on the face of the *Request for Quotation* or purchase order, Sedgwick County may, by written notice, terminate the contract OR purchase order.

9. The supplier 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.

10. The successful bidder will hold and save Sedgwick County, 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.

11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

12. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the *Request for Quotation* or purchase order, if any.

13. Contracts entered into on the basis of submitted Bids are revocable if contrary to law.

14. The Bidder agrees to comply with K.S.A. 44-1030 which becomes a part of this contract, and reads as follows: "The Bidder hereby agrees that? :

    a. He 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 will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
    c. If he 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;
    d. If he 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 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; and,
    e. He 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 subcontractors or vendor.

15. The vendor responding to this bid solicitation 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 Quotation/Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.

16. It will be understood that the Bidder's sureties and insurers are subject to the approval of the County.

17. If a response to this Request for Bid, the Bidder 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 Bidder. The Bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder will be liable for the County's actual damages that exceed the amount of the surety.

18. It will be understood that time is of the essence in the Bidder's performance. The Bidder 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 Bidder defaults in the performance of the Contract Documents, the Bidder will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.

19. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

20. It will be understood that any bid and any/all referencing information submitted in response to this Request for

Bid/Quotation will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.

21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid/Quotation, 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.

22. By submission of a response, the Bidder 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 Bidder'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. Bidders 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 bid/quotation. The Bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive proposing among all vendors.

23. Unless specified otherwise, all items quoted are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.

24. 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 and any local resolutions specifically applicable to the purchase.

25. 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, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.

26. The Bidder must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from Iris Baker, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 383-7494.

27. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids 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 Bids 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 Bid response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-Bid 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 Bid sureties (bonds, certificates of insurance, etc.)

QUOTATION RESONSE FORM
02-6008

BLINDS FOR HISTORIC COURTHOUSE
PHASE I

All firms interested in quoting 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 8, 2002; 1:45 p.m. CDT. Attention: Kandace Johnson; Purchasing Department, 604 North Main, Suite F, Wichita, Kansas 67203-3672.

FIRM NAME _____

CONTACT _____DATE _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
COMPANY WEB SITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____
Sole Proprietorship _____ Partnership __ Minority Business _____ Woman-Owned Business _____
Small Business _____ Manufacturer _ Distributor ____ Retail _ Dealer _

We acknowledge receipt of addenda: NO.____, DATED _____; NO. _____, DATED_____

PRICING INFORMATION

Dollar amount to complete total job (Monday through Friday, 7:00 a.m. to 5:30 p.m.) $_____
State any restriction on work hours _____
_____

Total number of windows as determined from site visit _____

Product lead-time_____

Installation lead-time _____