



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. MAIN, SUITE F WICHITA, KANSAS 67203-3672 TELEPHONE (316) 660-7494 FAX (316) 383-7055

REQUEST FOR BID

05-24730

AUDIO\VIDEO FOR DISTRICT ATTORNEY'S OFFICE

September 23, 2005

Sedgwick County, Kansas (hereinafter referred to as County) is soliciting bids from qualified vendors to install and provide equipment and accessories needed to provide Audio/Video capabilities for the District Attorney's Office, located at 525 N. Main, 2nd Floor, Wichita, KS 67203. This request for bid provides specifications, a general description of the details of submittal requirements, terms and conditions.

A **mandatory pre-bid meeting** has been scheduled for Friday, October 7, 2005, beginning at 1:30 p.m. in the District Attorney's Office, 2nd Floor, located at 525 N. Main, Wichita, Kansas 67203. Vendors are required to have a representative from their firm present at this pre-bid meeting. During this meeting, Sedgwick County will share its vision of the project and do a physical walkthrough of the area. It is imperative that vendors attend this meeting because of the nature of this project.

Please carefully review this Request for Bid. Should you elect to participate, return one (1) original and two (2) signed copies of the entire document by 1:45 p.m., CDT, Tuesday, October 18, 2005; Attention: Carol Bevelhymer, Purchasing, 604 North Main, Suite F, Wichita, Kansas 67203. Late responses will not be accepted and will not receive award consideration.

Carol Bevelhymer, C.P.M.
Purchasing Agent

1.0 SCOPE OF WORK

The purpose of this RFB is to ensure the District Attorney's Office obtains a fully operational, reliable audio/video system capable of quality presentations and simple to use operation. Currently, the area designated for this equipment is scheduled for remodeling prior to installation of the aforementioned equipment. Sedgwick County would like professional installation and technical advice with respect to Audio/Video equipment capabilities and any other applicable knowledge or experience that may benefit the Department. A total list of equipment needed in this solution will be addressed in this RFB.

2.0 INSURANCE COVERAGE

The vendor shall furnish a certificate of insurance naming Sedgwick County as an "additional insured" in the minimum amounts as specified herein. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the vendor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The contractor shall furnish the County with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences. Renewal of expiring certificates shall be furnished to the County 30 days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

Workers Compensation	Applicable State Statutory
Employers' Liability	\$100,000.00
Contractor's Liability Insurance	
Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

3.0 INDEMNIFICATION

The vendor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses arising out of the submission of your bid and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under the Workers' Compensation Act, Disability Benefit Acts or other employee benefits acts.

4.0 BID BOND

A bid bond in the form of a cashier's check or valid bond issued by a recognized acceptable bonding agency, for an amount equal to five (5) percent of the total amount of the bid is required. The bid bond of the successful proposer shall be retained until an acceptable contract is entered into within a reasonable time frame. Failure to enter into such contract shall be cause for forfeiture of bond.

5.0 SELECTION CRITERIA

The selection process will be based on responses to this Request for Bid and any interviews required verifying the ability of respondents to provide services in accordance with this document. A committee will evaluate each response as determined by meeting the following criteria (ranked in no particular order):

1. Meeting or exceeding all Requests for Bid requirements, terms, conditions and miscellaneous instructions as outlined herein, along with clarity, completeness, and comprehensiveness.
2. Ability to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and experience of persons who would be assigned to perform the services as assessed by responses to this document.
3. Bidding a complete package; including design, materials, site preparation, delivery, installation, labor, warranty, services and other costs necessary to provide the end user with a fully functional, ready to use audio/visual equipment as specified herein.
4. Referenceable performance of services, which will verify service levels and capability of the respondent to provide a thorough solution.
5. Provide the services described herein with the most advantageous and prudent methodology and costs to the County.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any county employee prior to the opening of responses to the Request for Bid. Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations.

6.0 PAYMENT TERMS

A contractual period will begin following the Board of County Commissioners (BoCC) approval of the successful firm's bid and will last for the duration of the project.

Payment will be in full at the completion of this project and will be remitted following receipt of a detailed invoice by the District Attorney's Office, 525 N. Main, Wichita, KS 67203.

The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted firm to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

7.0 QUESTIONS

Any questions regarding this document, including questions resulting from the pre-bid meeting, will be submitted in writing to Carol Bevelhmer, Purchasing Agent at cbevelhy@sedgwick.gov by 5:00 p.m. (CDT) October 10, 2005. Contact Rodney Horton, Division of Information & Operations at rhorton@sedgwick.gov in regard to technical questions. Questions regarding the physical facility may be addressed to Jeanette Clary, District Attorney's Office at jclary@sedgwick.gov. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number and description by 5:00 p.m., October 11, 2005. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Questions of a substantive nature generated during the pre-bid meeting will be answered and added to a written addendum.

8.0 TENTATIVE TIMELINE

The following dates are provided for informational purposes and are subject to change without notice.

September 23, 2005	-----	Distribution of Request for Bid
October 7, 2005	-----	Pre-bid Meeting, 1:30 p.m.
October 10, 2005	-----	Question Submittal Deadline
October 11, 2005	-----	Addendum Issued
October 18 2005	-----	Bid Due Date
October 18-20, 2005	-----	Bid Review
October 20, 2005	-----	Board of Bids and Contracts
October 26, 2005	-----	Board of County Commission Approval

9.0 SUBMISSION OF BID

Each vendor must submit 3 copies in a sealed envelope/container bearing on the outside the name of the firm, full address, RFB number and date and time bid is due. Bid responses should be addressed to:

Attention: Carol Bevelhmer
Sedgwick County Purchasing Department
604 N. Main, Suite F
Wichita, KS 67203

Bid responses must be received no later than Tuesday, October 18, 2005 at 1:45 p.m. (CDT). Late Bid responses will not be considered for contract award and will be returned to the vendor.

Those submitting a bid do so entirely at their own expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting bids, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

10.0 GENERAL REQUIREMENTS

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The Successful vendor will:

- 10.1 Provide the most economical solution to completely satisfy the objectives in Section 1.0.
- 10.2 Be familiar with the local conditions and requirements under which this audio/video system must perform.
- 10.3 Possess the resources, hardware, and personnel necessary to provide an efficient and successful audio/video system.
- 10.4 Have a minimum of three (3) years experience consulting and installing Audio and Video systems.
- 10.5 Be responsible for all federal and state licensing, certification requirements, and any required permits, as applicable.

11.0 MANDATORY REQUIREMENTS

The County desires the best service available. The following requirements of the bid are provided to assist vendors in understanding the objectives of the County and submitting a thorough response. Bids received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies/alternatives which meet the “spirit” of the listed requirements, but should note that the proposed methodology/alternative which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful vendor will:

- 11.1 Provide a project plan for the implementation of the project.
- 11.2 Include a detailed timetable indicating the length of time required to complete the project. The timeline will commence at the time of award and end when installation is complete and the system is fully operational.
- 11.3 Provide a single point of contact for the duration of the project to work with Division of Information and Operations and District Attorney staff throughout the process to ensure a successful project and to tailor the system to Sedgwick County’s needs.
- 11.4 Provide maintenance, installation and service manuals covering equipment being provided. This should include printed specifications, which fully describe all elements of equipment.
- 11.5 Indicate any specific maintenance criteria of equipment bid.
- 11.6 Provide a detailed warranty plan and any costs associated for equipment bid.
- 11.7 Describe the process for all maintenance and repairs that will be handled under warranty.
- 11.8 Identify any annual maintenance or recurring maintenance costs.
- 11.9 In consideration of the security aspect of the District Attorney’s Office, the County reserves the right to observe the vendor’s operations and inspect assigned work areas. The successful vendor will agree to provide the names of employees assigned to work on this project, for the purpose of a criminal background check at the discretion of Sedgwick County.

12.0 SEDGWICK COUNTY’S RESPONSIBILITY

The County will provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and designated storage space. The vendor personnel will be allowed to park in an area to be designated by the facility.

The County will designate representatives with respect to the services to be performed under the contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the services being provided.

13.0 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 is 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. Bids 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" 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 Bid 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 K.S.A. 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 Bid or purchase order, if any.
13. Contracts entered into on the basis of submitted Bids are revokable if contrary to law.
14. The Bidder agrees to comply with K.S.A. 44-1030. Bidder will:
 - 14.1. Observe the provision of the Kansas Commission on Human Rights 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.
 - 14.2. Include the phrase, 'Equal Opportunity Employer,' or a similar phrase approved by the Kansas Commission on Human Rights in all solicitations or advertisements for employees.
 - 14.3. Be deemed to have breached the contract, which may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, if bidder fails to comply with the manner in which he reports to the Kansas Commission on Human Rights.
 - 14.4. Be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County; if 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,
 - 14.5. Include the provisions of subsections (14.1) through (14.5) 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 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. Upon award, 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 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 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 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 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, 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 Carol Bevelhimer, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 660-7261.
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.).

BID RESPONSE FORM
05-24730
AUDIO\VIDEO FOR DISTRICT ATTORNEY OFFICE

Item Number	Quantity	Unit of Measure	Description	Unit Cost	Total Cost
1.	1	Each	PDP-434CMX, Pioneer 42 " Plasma Screen		
2.	1	Each	PDA-5003 Pioneer Video Card		
3.	1	Each	TVP-500F Aurora Tuner Card		
4.	1	Each	PRO2154 Chief Plasma Mount		
5.	1	Each	DVS-204 Extron Switcher/Scaler		
6.	1	Each	UMA352 Peavey Mixer/Amplifier		
7.	6	Each	FAP-62T Atlas Ceiling Speaker		
8.	1	Each	MX3000 Universal Wireless Remote Control		
9.	1	Each	P/2DA4 Extron VGA D/A		
10.	1	Each	U181-LC Lowell Power Panel		
11.	1	Each	SLV-620P Sony SLV-620P		
12.	1	Each	U4D-UA Shure Wireless Receiver, Lapel Mic., Transmitter		
13.	2	Each	Lowell VIP Ceiling Lights		
14.	2	Each	Ceiling Light Supports		
15.	1	Each	LP640 In-Focus LCD Projector		
16.	1	Each	SPLAMP17 In-Focus Lamp		
17.	1	Each	RPA Series Chief LCD Inverted Ceiling Mount		
18.	1	Each	Da-Lite Advantage Electrol White Matt Finished Concealed Screen 60" x 60"		
19.	10	Each	Custom Programming for MX3000		

Materials for installation \$ _____

Labor rate for installation (per hour) \$ _____

Warranty	Number of Years		
Equipment	_____	\$ _____	\$ _____
Labor	_____	\$ _____	\$ _____

Delivery is FOB destination.

BID RESPONSE FORM
05-24730
AUDIO\VIDEO FOR DISTRICT ATTORNEY'S OFFICE

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

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

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 __ L.L.C. __ Partnership __

Minority Business _____ (type)

Woman-Owned Business __

Small Business__

Distributor __

Retail __

Dealer __

Educational Institution__

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/purchasing

NO ___ DATED _____; NO ___ DATED _____; NO ___ DATED _____;

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Your response must include all pages of this document.