



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

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

**REQUEST FOR BID
07-0209
LIVERY SERVICES**


October 30, 2007

Sedgwick County, Kansas (hereinafter referred to as *County*) will accept bids for Livery Services for the Sedgwick County Regional Forensic Science Center. This request for bid provides a description of submittal requirements, terms and conditions.

Carefully review this Request for Bid. It provides specific information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, complete one (1) original and one (1) signed copy of the entire document and return to Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203, **NO LATER THAN, 1:45 p.m., (CST), Tuesday, November 13, 2007 (Reminder: Monday, November 12 is a holiday)**. Bids must be sealed in an envelope and marked with firm name and address, bid number and bid open date. The County will not accept bids with insufficient postage or collect on delivery.

Responses to this Request for Bid will be opened and read aloud at a public meeting at 2:00 p.m. CST, Tuesday, November 13, 2007. You or your representatives are welcome to attend.

Question and clarification should be addressed to Dallas Shaffer, Purchasing Agent at 316-660-7258 or email drshaffe@sedgwick.gov.


Dallas R. Shaffer, C.P.M.
Purchasing Agent

1. BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 450,000 persons. It is the sixteenth largest in area, with 1008 square miles, and reportedly has the second highest per capita wealth among Kansas's counties. Located in south-central Kansas, it is about 50 miles north of the Kansas-Oklahoma border. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. public safety, public works, criminal justice, recreations/entertainment/culture and human/social and education.

In accordance with the specifications outlined herein, it is the intent of this invitation to receive a bid for providing professional livery services for Sedgwick County to successfully be available to provide 24 hour service, seven days a week to the Forensic Science department including services necessary and appropriate to complete the work as shown in the individual sections of these specifications.

2. OBJECTIVES

As a direct result of implementing a recommended solution within the parameters outlined in this document, the Sedgwick County Regional Forensic Science Center desires to:

- Contract with a reputable firm to provide livery services on an on-call basis at the direction of the Forensic Center;
- Contract with a reputable firm to ensure handling of bodies, supplies, and bio-hazardous materials in a manner consistent with all applicable codes, laws, statutes, policies, and ordinances of the State of Kansas, Sedgwick County, and City of Wichita;
- Contract with a reputable firm with high standards of ethics, professionalism, and passion.

3. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Bid and any interviews required verifying the ability of bidders to provide services/products in response to this document. Vendors will NOT be compensated for any part of the bid process. Each firm's response will be judged by meeting the following criteria:

1. Meeting all Requests for Bid conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the bid.
2. Providing references (which may be contacted) and past/current customers of the proposed bid verifying service levels and capability to provide a thorough bid.
3. Meeting all Request for Bid Mandatory Requirements as outlined herein.
4. Propose the services described herein with the most advantageous and prudent methodology and costs to the County.

4. CONTRACT PERIOD AND PAYMENT TERMS

The contractual period for these services will begin on November 24, 2007 or immediately following Sedgwick County Board of County Commission approval. Contract period will be for two (2) years with three (3) one year options. Pricing will be firm for the first two years. Contract could extend to 2012 if all options are taken.

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider 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. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best bid, or call for new bids and award an agreement for the same services to another qualified firm to provide services.

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

- Itemized invoice, detailing hours, description of work per task;
- Compensation at the determined body rate will be paid when Livery responds to a call where an employee or agent of County, or the Sedgwick County Coroner/Medical Examiner authorizes a body for transport where no body is actually transported, due to circumstances outside the control of the Livery.
- Approval of completed tasks by the Forensic Science Center.

5. INSURANCE COVERAGE

The Provider shall furnish a certificate of insurance naming Sedgwick County as “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 Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The successful vendor 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

6. INDEMNIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

7. INQUIRIES

All questions regarding this bid should be submitted in writing to Dallas Shaffer, Purchasing Agent, 604 N. Main, Suite F, Wichita, KS 67203, (316) 660-7258, e-mail to drshaffe@sedgwick.gov, or fax to (316) 383-7055.

8. GENERAL REQUIREMENTS

The following requirements of the bidders are provided to assist bidders in understanding the objectives of the County and submitting a thorough response. The successful bidder must:

1. Supply labor, equipment and supplies necessary to complete the required services, except where noted otherwise in this Request for Bid.
2. If applicable, discuss any current ongoing litigation, either federal or state, which may cause conflicts or affect the ability of the bidder to provide services.
3. Provide your written policy or standard operating procedure that is currently implemented and signed, within the last two years, covering body transportation and handling.

9. MANDATORY REQUIREMENTS

The following requirements are provided to assist the bidder in understanding the objective of the County and submitting a thorough response. The successful bidder shall:

1. Provide the proper transportation equipment, including carts, and hearse, modified station wagon, van or other suitable vehicle.
2. Provide two individuals on any call from the Coroner to respond to each call for unaided removal and transportation.
3. Use vehicles and equipment adorned with markings signifying the professional nature of the services required on behalf of Sedgwick County. Further, when providing services for Sedgwick County, staffing of the successful firm will be attired in a professional manner. The coroner may request changes of the successful firm to ensure that a professional appearance is maintained when services are performed for Sedgwick County.

4. Provide transportation services as directed by the Coroner, 24 hours each day, seven days a week, every week of the year. The successful firm will respond to each call by the Coroner within a period of 30 minutes if located within the limits of the City of Wichita, and will respond within a period of 45 minutes, if located outside the limits of the City of Wichita.
5. Ensure that all bodies transported by the successful firm pursuant to this agreement will be properly identified with appropriate bands showing the deceased person's name, if known, or criminal investigative case number, if the identity is not known. The band will be placed on the right ankle in all cases. The body will also be placed into a suitable body pouch for transport. The successful firm will accomplish banding and shrouding of the body in the absence of the medical investigators.
6. Comply with all applicable standards and requirements adopted by OSHA, including but not limited to standards relating to blood borne pathogens, hazardous communications, labeling, employee training, signage, and reporting.
7. Dispose of all disposable supplies and bio-hazardous materials used in or remaining from transporting deceased individuals in a manner consistent with OSHA guidelines and all other applicable environmental codes, statutes, resolutions, and ordinance of the United States, the State of Kansas, Sedgwick County, Kansas, and the City of Wichita.
8. Transportation personnel shall possess a valid Kansas driver's license.
9. All personnel will be subject to a complete criminal background check at the contractor's expense. The contracting company will be asked to certify that none of the individuals providing services are convicted felons, convicted of a crime involving drugs, theft or dishonest practices. A report will be provided for each individual providing services to the county to the Forensic Science Center and it will be the county's discretion on whether to use the individual or not. The contracting company must provide certification on all new personnel providing services under this contract. During the contract period, the contracting company may be asked to recertify personnel at county's expense.
10. Transportation personnel are bound to confidentiality of information pertaining to the deceased, and are authorized to transport individuals from Coroner's calls to the Regional Forensic Science Center **ONLY**.
11. It will be understood that no compensation will be paid when the successful firm responds to a call where the body has been authorized for transport, but is located at a hospital or nursing facility and the hospital or nursing facility refuses to allow immediate release of the body due to circumstances outside the control of the County.
12. In accordance with the National Association of Medical Examiners (N.A.M.E.) accreditation requirements, the successful proposer will provide documentation of scheduled maintenance and repair on transport vehicles.
13. Provide regular interior cleaning and disinfection of transport vehicles to the Forensic Science Center's office.

10. REQUEST FOR BID CONDITIONS

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

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) 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.
3. 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.
4. Bidders MUST return, completed copies of the entire document to the 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 clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
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 and Best 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 the availability of service(s), part(s) material(s) and/or supply(s), maintenance and labor cost 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 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 a 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. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
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.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
15. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
16. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the Americans with Disabilities Accessibility Guidelines (ADAAG). Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
17. Vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
18. 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.
19. It will be understood that the bidder's sureties and insurers are subject to the approval of the County.
20. Upon award, 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.
21. 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.

22. 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.
23. It will be understood that any bid and any and/or 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.
24. 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.
25. 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 bidding among all vendors.
26. 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.
27. 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.
28. 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
07-0209
LIVERY SERVICES

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid 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 Bid and understands all provisions; (5) if accepted by the County, this bid 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 bid will be the responsibility of the bidder.

FIRM NAME _____

CONTACT _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation ___ Private Corporation ___ Sole Proprietorship ___

Partnership ___ Minority Business ___ Woman-Owned Business ___ Small Business ___

GENERAL NATURE OF BUSINESS _____

Manufacturer ___ Distributor ___ Retail ___ Dealer ___ Service ___

ACKNOWLEDGE RECEIPT OF ADDENDA: 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 _____

Yes, I would like to be on the emergency vendor list.

No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact Name:** _____

After Hours Fax #: _____

Does your company accept credit payments? Yes No

CONTRACT PERIOD

This bid will constitute contract price for two (2) years following award, with three (3) additional one (1) year options to renew.

In submitting this bid, understand and agree to meet or exceed all specifications, requirements, and conditions described in this document for a per each flat fee of \$ _____.

Signature _____ Title _____

Date _____