



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

| 604 N. Main, Suite F | Wichita, KS 67203 | Telephone (316) 660-7255 | Fax (316) 383-7055 |

REQUEST FOR PROPOSAL RFP # 07-0212 ENVIRONMENTAL METAL ANALYZER

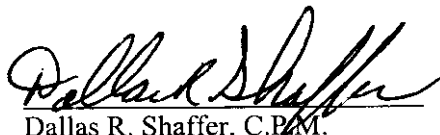
October 12, 2007

Sedgwick County, Kansas (hereinafter referred to as *County*) is soliciting proposals for an Environmental Metal Analyzer for the Sedgwick County Forensic Science Center. A purchase order will be issued after the Board of County Commission approval. It should be noted, however, that the county cannot guarantee the purchase of the products/services described herein.

Should you elect to participate, submit one (1) original and one (1) copy of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CDT, Tuesday, October 23, 2007**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Responses to this Request for Proposal will be opened (only) at a public meeting at 2:00 p.m. CDT, Tuesday, October 23, 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. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, **not a bid or quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

2. SELECTION CRITERIA

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

- a. Demonstrate clearly and completely your organization's ability and capacity to meet all RFP conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal;
- b. Meeting or exceeding all provider minimum requirements and/or specifications as outlined herein; and
- c. Proposing the services described herein with the most advantageous and prudent methodology to the County.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by County.

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the RFP process. County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets products that best meets required needs, quality level, and budget constraints.

3. MINIMUM MANDATORY REQUIREMENTS

The following minimum mandatory requirements are provided to assist the proposer in understanding the objective of the County and submitting a thorough response. Firms must meet or exceed listed requirements to be considered for award. The successful system shall:

1. Provide a handheld analyzer.
2. Feature a miniature x-ray tube.
3. Provide high-resolution detector system (<250 eV FWHM at 5.95 keV Mn spectral line).
4. Provide 2 Li-ion batteries and charger.
5. Be waterproof.
6. Have a rugged carrying case.
7. Provide calibration standards.
8. Provide standardization reference sample.
9. Provide microsoft software for automatic transfer of data to desktop PC.
10. Integrate pocket PC provides data download capability plus direct, touch screen entry of sample information.

11. Provide factory authorized start up training and assistance.
12. Provide one (1) year warranty, parts and labor, batteries and iPAQ pocket PC exclude from factory warranty.
13. Provide a filter analysis package consisting of 20 standard elements on thin film medial: Ti, Cr, Mn, Fe, Ni, Cu, Zn, As, Se, Rb, Sr, Zr, Mo, Ag, Cd, Sn, Sb, Ba, Hg, and Pb. Additional elements may be added up to a total of 25 elements.
14. Provide improved detection limits for Ti, Cr, Ba, plus ability to analyze elements Ca, K, S, P, CI and I. Available with soil and filter packages.
15. Provide docking test stand for bench top operation.
16. Provide an AC adapter.

4. PROPOSAL CONDITIONS

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

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
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. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, 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 each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. **Proposals may not be withdrawn for a period of 120 days following the opening of this Request for Proposal. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. Proposers MUST return one (1) original and one (1) copy of the entire document with any supplementary materials 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/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best 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, 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 responders.
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 vendor/supplier refuses or fails to make deliveries of the materials/services 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 respondent 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. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. 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.
14. If a response to this Request for Proposal is accepted, the responder 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.
15. If a vendor is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. 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, 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.
17. 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. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves 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.
19. 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. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. The successful contractor may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
23. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

24. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
- a. He or she will 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;
 - 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 Human Rights 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.
25. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
26. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
27. No gifts or gratuities of any kind shall be offered to any County employee at any time.
28. 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
29. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

5. PRICING INFORMATION

Vendor must send specifications and list product numbers on Environmental Metal Analyzer your company is proposing.

The pricing must include user manuals, on site training, FOB destination and inside delivery. In submitting this proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Any exceptions should be clearly delineated and detailed.

Item #	Quantity	Unit of Measure	Description	Price
1	1	each	Environmental Metals Analyzer with hardware and accessories	\$
2	1	each	Filter Analysis Package with 25 elements	\$
3	1	each	Docking Test Stand for bench top operation	\$
4	1	each	AC Adapter	\$
5	1	each	Improve detection limits for soil and filter packages if available	\$
			GRAND TOTAL	\$
OPTIONS				
6	1	each	Shipping – 2 nd day delivery	\$
7	1	each	One (1) year extended warranty after one (1) year standard warranty. Provide warranty information.	\$

Delivery Date: _____

The equipment must be **delivered FOB destination, inside delivery to:**

Sedgwick County Forensic Science Center
 1109 N. Minneapolis Street
 Wichita, KS 67214-3129

Contact Kimberly Ingram at phone 316-660-4800 to schedule delivery and installation.

PROPOSAL RESPONSE FORM
07-0212
ENVIRONMENTAL METAL ANALYZER

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 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) they have 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 (6) mistakes in writing of the submitted proposal will be their responsibility.

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

Signature _____ Title _____

Date _____