



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

www.sedgwickcounty.org/purchasing

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**NOTICE OF BEST AND FINAL OFFER for the
UPGRADE of RADIO EQUIPMENT for the 800 MHz REBANDING PROJECT
for SEDGWICK COUNTY
DOCUMENT #08-0330**

December 5, 2008

1. PURPOSE

Sedgwick County, Kansas (hereinafter referred to as the "County") is soliciting proposals for best and final offers on the radio equipment needed as a result of the rebanding project sponsored by Sprint/Nextel. The County intends to establish contract pricing on radio equipment to use for the completion of the rebanding project and for future radio needs during the next 5 years. A formal contract will be generated based on this solicitation and proposer responses.

2. PROPOSAL SUBMISSION

Each respondent must submit a proposal identified as; # 08-0330, Best and Final Offer for Radio Equipment and list the due date. Responses must be submitted no later than **1:45 pm CT on Tuesday, December 16, 2008**.

Proposals can either be mailed to:

Iris Baker
Purchasing Director
Sedgwick County, Kansas
525 N. Main, Suite 823
Wichita, KS 67203

OR, Email to: ibaker@sedgwick.gov **and** kkoehler@sedgwick.gov by the deadline.

Questions regarding this document may be submitted in writing to Iris Baker at ibaker@sedgwick.gov.

3. BACKGROUND INFORMATION and OBJECTIVES

Sedgwick County is participating in the 800 MHz Radio System modification to comply with the Federal Communication Commissions Rebanding Report and Order. The Sprint Nextel communications plan is to pay for the replacement of "like for like" radio equipment as part of the rebanding project.

Sedgwick County has completed a Suitability Assessment Impact Report by Motorola based on subscriber data collection. The report identifies 6259 subscribers (Attachment A) that need to be replaced, reprogrammed or returned.

While it is the County's desire to obtain the best value long term for the taxpayer, while not compromising safety, it is also the intent to lock in pricing for future planning and budgeting purposes, while providing as

much flexibility for end users as possible. The outcome of this solicitation will result in contract pricing for additional purchases over the next five (5) years.

4. REQUIREMENTS and PROPOSAL CONTENT

Responses must be submitted in the following format.

1. Provide services in accordance with all federal, state, and local laws, codes, or ordinances
2. Provide information on the plan to incorporate the radio upgrade of the rebanding program. Include detail on retuning, replacing and reprogramming, and provide any associated costs.
3. Provide a list of 5 references from clients you are currently doing business with. Include contact name, business name, address, telephone number and email address.
4. Provide product list and pricing structure for future procurements of radios. Any cost adjustments should be identified by year as well as a plan and fee for model replacements as new products are generated.
5. Provide information on vendors anticipated role during the transition to the digital as it relates to updating radios and future needs.
6. Provide equipment warranty information and any extended warranty information.
7. Provide any information on trade-in programs.
8. Provide pricing on ancillary products and accessories, if applicable.
9. Provide Completed Response Form.
10. Provide Catalog data sheets on any new products or replacement products during the course of the contract.
11. Provide a point of contact during the duration of the contract.
12. Clearly identify and delineate any exceptions taken to the terms and conditions.

If vendors consider previous proposals the final offer, those should be resubmitted and show the most current date to meet all the requirements of this solicitation.

5. SELECTION PROCESS

Evaluation of each response will include the following:

1. Overall quality of the firm's submittal.
2. Approach of the work and contract management.
3. Cost (Acceptance of any firm's response does not place the County under any obligation to accept the lowest response).

Information provided by firms in response to this solicitation will be considered confidential by the County throughout the selection process, to the extent permitted by law.

The County reserves the right to retain all responses and information submitted and to award all or any portion of the responder's submittal, including multiple awards if determined to be in the best interest of the County. Submittal of a response indicates acceptance by the responder of all terms and conditions.

No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal.

6. STANDARD COUNTY TERMS and 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 responder after the opening of this Solicitation 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. Responses 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. To the fullest extent permitted by law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick 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 Provider's performance of the Agreement or any other agreements of the Provider entered into by reason thereof. The Provider shall indemnify and defend Sedgwick 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 time at its own expense insurance in accordance with these specifications.
 8. 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.
 9. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Responders may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
 10. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
 11. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Solicitation*, 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.
 12. The proposer responding to this 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 Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
 13. Left blank intentionally.
 14. If a proposer 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.
 15. 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.
 16. 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.
 17. 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.
 18. 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.

19. 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.
20. 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.
21. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
22. Left blank intentionally.
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, and small 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. Left blank intentionally.



Iris Baker
Purchasing Director

SEDGWICK COUNTY RESPONSE FORM
RFP 08-0330 - NOTICE OF BEST AND FINAL OFFER for the
UPGRADE of RADIO EQUIPMENT for the 800 MHz REBANDING PROJECT
for SEDGWICK COUNTY

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation 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 _____

SIGNATURE _____ TITLE _____

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 _____

I/We _____, in submitting this proposal, understand and agree to meet or exceed all specifications, requirements, and conditions described in this document.

Signature _____ Title _____

Date _____

ATTACHMENT A

IMPACT ON SUBSCRIBERS

Motorola completed a Suitability Assessment Impact Report (see Attachment A) based on subscriber data collection. The proposed rebanding operation is based on specific impacts anticipated for subscribers. The *Subscriber Suitability Assessment* dictates the following actions:

<i>Subscriber Impact</i>			
Subscriber Model	Action	Qty	Replacement Radio
LCS2000	Replace	18	XTL2500RB
LTS2000	Replace	10	XTS2500RB
Spectra	Replace	434	XTL5000
Spectra Control Station	Replace	9	XTL2500RB
Spectra Consolette	Replace	6	XTL5000RB
Spectra Motorcycle	Replace	22	XTL5000RB
Syntor X 9000E	Replace	67	XTL5000
Syntor Control Station	Replace	3	XTL5000
MTX8000	Replace	22	XTS2500RB
MTX820	Replace	167	XTS2500RB
MTX820	Replace	65	XTS1500RB
STX	Replace	790	XTS2500RB
EF Johnson	Replace	18	XTS2500RB
EF Johnson	Replace	6	XTL2500RB
XTL5000	Reprogram	307	N/A
MCS2000	Reprogram	187	N/A
XTS3000	Reprogram	4	N/A
XTS5000	Reprogram	484	N/A
MTS2000	Reprogram	1020	N/A
XTL1500	Reprogram	1	N/A
XTS2500	Reprogram	2	N/A
XTL1500	Retune	20	N/A
XTL2500	Retune	63	N/A
XTL5000	Retune	30	N/A
Maxtrac	Retune	688	N/A
GTX Mobile	Retune	388	N/A
XTS1500	Retune	9	N/A
XTS2500	Retune	59	N/A
XTS5000	Retune	11	N/A
MTX8250	Retune	1216	N/A
GTX Portable	Retune	133	N/A
Total Subscribers		6259	