



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

www.sedgwickcounty.org/purchasing

525 N. Main, Suite 823

Wichita, KS 67203

Telephone (316) 660-7255

Fax (316) 383-7055

**REQUEST FOR PROPOSAL
#09-0107
EVALUATION OF PAY STRUCTURE for
VARIOUS POSITIONS in
SEDGWICK COUNTY FIRE DISTRICT #1**

April 6, 2009

PURPOSE

Sedgwick County, Kansas (hereinafter referred to as the "County") is seeking services to evaluate and make recommendations on the pay structure for positions listed in the Scope of Work section of this document. A purchase order will be issued after award.

INQUIRIES

All questions regarding this document will be submitted in writing to Iris Baker, Purchasing Director, at ibaker@sedgwick.gov no later than noon (CDT), Friday, April 10, 2009. Any questions of a substantive nature will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFP's/RFQ's; to the right of the RFP number and description, by Monday, April 13, 2009, 5:00 p.m. (CDT). **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is **seeking a solution** as described on the cover page and in the following Background Information section. 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 a product or service, of which quality, testing, references, availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be reviewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. The criteria to be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule meetings with vendors, after receipt of all proposals. A Contract will be awarded to a qualified firm submitting the best proposal as determined by the County. **Sedgwick County reserves the right to select and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.**

BACKGROUND INFORMATION and OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 462,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. 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 works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Fire District is comprised of 139 employees, with approximately 95 firefighters and fire lieutenants who are covered under union contract with Local 2612 International Association of Firefighters. The current progression of Fire District staff is: Firefighter-unionized/hourly; Fire Lieutenant-unionized/hourly; Fire Captain-management/exempt; and Fire Division Chief-management/exempt.

Additional information related to the history of pay structure in the Fire District will be made available to the successful respondent prior to the start of the project.

PROPOSAL SUBMISSION

Each respondent must submit one (1) original and three (3) copies in a sealed envelope marked in the lower left hand corner with "RFP #09-0107 - Evaluation of Pay Structure for Various Positions in Sedgwick County Fire District #1." The original submission must be clearly marked "original". The respondent's name and address should also be marked clearly on the envelope along with the due date and time proposal is due. Proposals should be mailed to:

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

Proposals shall be received no later than **1:45 pm (C.D.T.) on Wednesday, April 22, 2009.**

Late proposals will not be considered and will be returned to the responder unopened. The official receipt of the proposal is based upon the date and time stamp in the Purchasing Department. Bids and proposals will be opened the same day at 2:00 p.m. unless otherwise noted.

Receipt of proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other persons not involved with the selection process.

SELECTION CRITERIA

The Evaluation of each proposal will include the following, in no particular order:

1. Quality of similar work that has been provided for other public and private entities
2. Comparable experience and background of the specific personnel that shall be assigned to the team that shall serve the County
3. Overall responsiveness to the RFP
4. Extent of applicable resources available to the firm
5. Project approach
6. Cost

A committee comprised of County staff will conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, the ability of the proposer to perform, past performance, ability to meet time requirement, principals assigned to the project, and an understanding of the work to be performed on behalf of the County.

A shortlist of respondents may be created after the initial evaluation for the purposes of interviewing and any final negotiations prior to a recommendation for award. The County reserves the right to make sole determination of award and reserves the right to reject any proposal it deems to be in the County's best interest.

Information provided by respondents in response to this Request for Proposal will be considered confidential by the County throughout the selection process, to the extent permitted by law.

No discussions, 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.

MINIMUM REQUIREMENTS

1. Have at least three (3) years experience providing similar services.
2. Have familiarity and experience working with the described ranking system listed in this document.
3. Provide services meeting all applicable federal, state and local laws.
4. Have the ability to start work immediately.
5. Work must be completed by June 10, 2009.

SCOPE OF WORK

1. Review and make recommendations regarding the current rate of pay, pay structure and design of Fire Captain Pay - determine if the pay structure is fair, rational and sustainable. Make recommendations as necessary to address any deficiencies to include estimated cost for remedies. Movement within the Captains pay structure must be based upon performance.
2. Determine the amount of overlap (if any) there should be between the Fire Lieutenant compensation opportunity for working 56 hour weekly schedule (inclusive of "programmed" overtime and holiday pay) and Captain compensation plan for working the same schedule.
3. Make recommendations regarding movement of employees from an hourly union environment (Range and Step structure) as a Fire Lieutenant to a performance-based merit system as a Captain. The intent is to have a clearly defined promotion paradigm that appropriately rewards promotion in a way that provides a structural opportunity to sustain pay advantages for an employee as a Captain over remaining a Lieutenant.
4. Provide strategies that will lead to a definitive decision on the Fire Captain pay structure. Cost impacts need to be estimated.
5. Review the basis, rationale and fairness for the Extra Duty Pay model used for exempt staff in the Fire District. Provide input on changes (if necessary) including any cost implications.
6. Overlay any recommendations for change to Captains pay structure on the current Division Chief and Deputy Chief pay structures and recommend any commensurate adjustments with cost impacts
7. County Staff will partner with selected consultant to determine costs.

PROPOSAL CONTENT

The Proposal should be organized in the following format and information sequence. Submitting respondents shall provide the following information:

1. State full name and address of your organization. Include names, titles, and qualifications of lead professional personnel to be assigned to the county account.
2. Resume of the individual(s) assigned to this project.
3. Provide 4 references in which similar services have been provided. Include firm name, address, contact name, phone number and email address.
4. The approach and plan to meet the requirements listed in the scope of work noted in the RFP.
5. Disclose any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
6. Describe any characteristics or capabilities, which may make your firm uniquely qualified to provide the services to Sedgwick County.
7. Describe your expectations of County staff for the duration of this contract. I.e. Identify what you need from staff in order to be successful.

8. Provide a sample copy of an insurance certificate, proving the ability to be insured.
9. Provide an itemized budget including all expenses related to the Scope of Work. A total cost figure must also be provided.
10. Provide a timeline with milestones from start to completion of the project.
11. Provide a completed and signed Fee Proposal Form in the same format as that appearing at the end of this RFP.

Prior to the opening of proposals, respondents may correct, modify, or withdraw their proposals. A respondent 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.

Any exceptions to terms and conditions outlined in this document should be clearly detailed in the proposal response.

INSURANCE

Worker's Compensation:	
Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/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
Professional Liability (if applicable)	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. 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 Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

INDEMNIFICATION

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 times at its own expense insurance in accordance with these specifications.

TENTATIVE TIMELINE:

The following dates reflect a tentative process schedule and are subject to change with out notice.

Release Request for Proposal -----April 6, 2009
Question submittal Deadline -----April 10, 2009
Addendum (if necessary) -----April 13, 2009
Proposal Due Date -----April 22, 2009
Evaluation Process-----April 23-30, 2009
Award -----May 6, 2009

CONTRACT PERIOD and PAYMENT TERMS

A contractual period for services will begin following the Board of County Commission approval of the recommended proposal response and will end approximately June 10, 2009.

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

- Itemized invoicing;
- Verification by County that the specified services have been completed;

REQUEST FOR PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, respondents 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. Left blank intentionally.
8. Left blank intentionally.
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 proposers cannot respond to any part of this request proposers should state the

reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their 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 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.
12. After the award, if the successful contractor/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 proposer 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 proposer 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 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.
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. 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.
23. The successful proposer 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
29. 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.
30. Left blank intentionally.

Iris Baker, C.P.M.
Purchasing Director

**SEDGWICK COUNTY PROPOSAL RESPONSE FORM
RFP # 09-0107 EVALUATION OF PAY STRUCTURE for VARIOUS POSITIONS in
SEDGWICK COUNTY FIRE DISTRICT #1**

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 _____

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 _____

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 _____