

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055

Request for Proposal ON CALL REMODEL #13-0003

February 6, 2013

Sedgwick County is seeking three (3) firms to provide on-call remodel services. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Sincerely,

Angee Sisco Senior Purchasing Agent

Table of Contents

- A. Purpose and Objectives
- **B.** Submittals
- C. Questions and Clarifications
- D. About this Document
- E. Background
- F. Scope of Work and Requirements
- G. Sedgwick County's Responsibilities
- H. Tentative Timeline
- I. Selection Criteria
- J. Questionnaire
- K. Proposal Content and Format
- L. Proposal Terms
 - I. Minimum Firm Qualifications/General Requirements
 - II. Contract Period and Payment Terms
 - III. Insurance Requirements
 - IV. Indemnification
 - V. Confidential Matters and Data Ownership
 - VI. Proposal Conditions
 - VII. General Contract Provisions
- **M. Final Considerations**
- N. Response Form

A. Purpose and Objectives

Sedgwick County, Kansas (hereinafter referred to as "County"), is seeking contract pricing for On-Call Remodel Services for approximately 60 various buildings/facilities within Sedgwick County.

The County has identified the following objectives for On-Call Remodel Services described herein:

- Acquire On-Call Remodeling Services meeting the parameters, conditions and mandatory requirements presented in this document.
- Establish contract pricing with three (3) vendors which have the best proven "track-record" in performance, service and customer satisfaction.
- Acquire On-Call Remodeling Services with the most advantageous overall cost to the County.

B. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and two (2) copies of the entire document with any supplementary materials to:

Angee Sisco Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. TUESDAY February 26, 2013. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at proposal opening which will occur at 2:00 p.m. on the due date. No information other than the respondent's name will be disclosed at proposal opening.

C. Questions and Clarifications

Any questions regarding this document must be submitted in writing to Angee Sisco at <u>asisco@sedgwick.gov</u> and Kim Evans at <u>kjevans@sedgwick.gov</u> by 3:00 p.m. February 18, 2013. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at

http://sedgwickcounty.org/finance/purchasing.asp, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. February 19, 2013. Vendors are responsible for checking the web site and acknowledging any addendums on their response form.

D. 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, not a bid/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. 65, 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 viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will 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 a pre-proposal conference before proposals are accepted, or meeting 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 equipment/service which best meets its required needs, quality levels, and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

E. 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 480,000 persons. It is the sixteenth largest in area, with 1008 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 safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

On-Call Remodeling Services may include, but are not limited to, general demolition, framing walls and partitions, finishing work (i.e. drywall and trim), modifications to existing walls, counters, etc. to meet 2010 ADA standards for accessible design, stairs, suspended ceilings, insulation, hardwood floors, cabinets, and cut, fit and assemble custom made projects as assigned. The successful vendors will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work.

The County desires to select three (3) firms to obtain optimum cost efficiency and accountability. For projects with an estimated value less than \$10,000, the department may choose one or more firms of the contracted firms to obtain an estimate based on the hourly rates and percentage mark up submitted below. For projects with an estimated value greater than \$10,000, the department may choose one or more of the contracted firms to obtain a competitive quote. For these projects, a lump sum bid will be submitted based on the scope of work.

The scope of services under this contract will not include new construction projects or projects greater than \$25,000, unless otherwise requested by County staff. The County reserves the right to perform work in-house or bid any project to which on-call vendors are welcome to participate.

2012 Spend on this contract was approximately \$95,000.00. Previous Solicitation – <u>http://www.sedgwickcounty.org/Purchasing/pdf_files/09-0063.pdf</u> Previous Bids - <u>http://www.sedgwickcounty.org/Purchasing/bid_tabs/09-0063BT.pdf</u>

F. Scope of Work and Requirements

Items listed in this section are requirements to completion of services under this contract.

Scope of Work

- 1. Have ability to perform the following remodeling services (this list is a sample and is not intended to be inclusive of all possible service requests):
 - a. General Demolition
 - b. ADA accessibility modifications to existing walls, counters, restrooms, etc.
 - c. Framing walls and partitions with metal or wood studs
 - d. Repair and installation of suspended grid ceilings
 - e. Repair, installation and building of stairways
 - f. Repair and installation of hardwood floors
 - g. Repair, installation and building of cabinets
 - h. Repair and installation of drywall
 - i. Repair and installation of decks and porches
 - j. Installation of insulation
 - k. Fabrication and installation of millwork
 - 1. Finishing work (i.e. drywall, mud and tape, paint, stain, trim)
 - m. Custom projects as assigned to include the cutting, fitting and assembly.

Requirements

General

- 2. Provide service coverage on-call as needed 24 hours a day 7 days a week.
- 3. Obtain permits needed to complete project.
- 4. Coordinate with other on-call services as required.
- 5. Schedule any shut down of service and /or utilities with the building representative.
- 6. Meet all required building codes, ordinances and laws (including ADA).
- All work shall comply with 2010 ADA (Americans with Disabilities Act) Standards for Accessible Design.

 a. Construction and manufacturing tolerances shall meet 2010 ADA Standards. Where ADA Standards state a range with specific minimum and maximum end points, no tolerance outside of the range at either end is permitted.

b. Contractor is responsible for ensuring all work, including that of any subcontractors, complies with ADA. This shall include verification that project elements comply with 2010 ADA Standards prior to final inspection. The Contractor's review shall include, but is not limited to, the following:

- Running slopes and cross slopes of ramps or accessible routes.
- Door opening force and closing speed.
- Plumbing fixture and restroom compliance, such as toilet centerline, seat height, and flush control location; lavatory height and knee clearance; grab bar heights, sizes, and locations; dispensers, hooks, and mirror heights and locations.
- Signage mounting heights and locations.
- Heights of operable parts, such as switches, outlets, and controls.
- Kitchen and kitchenette items such as sinks, receptacles, appliances, and storage.
- Other features covered by ADA Standards.

Pricing

For projects with an estimated value less than \$10,000, the department may choose one or more firms of the contracted firms to obtain an estimate based on the hourly rates and percentage mark up submitted below.

For projects with an estimated value greater than \$10,000, the department may choose one or more of the contracted firms to obtain a competitive quote. For these projects, a lump sum bid will be submitted based on the scope of work.

- 8. Provide Labor Rate based on the following:
 - Business Hours, Monday through Friday, 8:00 a.m. 5:00 p.m.
 - After Hours
- 9. Provide Materials/Subcontract/Rental Equipment percentage mark up.

Emergency Service

10. Respond and commence work within (2) two hours or less for emergency repairs. (Emergency repairs may include, but not be limited to, any condition that may be considered unsafe or hazardous or may cause property damage to the building.)

Warranty

- 11. Manufacturer warranty for materials installed shall be no less than one (1) year. Documentation with appropriate customer support contact information shall be provided to Project Manager upon completion of work.
- 12. Service warranty for labor shall be 30 days.

Safety

- 13. Provide any barricades, tarps, plastic, flag tape and other safety /traffic control equipment required to protect its employees, the public and vehicles.
- 14. Provide dust protection for projects.
- 15. Provide Material Safety Data Sheets for hazardous chemicals (i.e. solvents) to be used on projects.
- 16. Maintain a safe work environment and upon completion of installation, return the workspace or area to its original state as approved by the County.

- 17. Leave the work area clean and free of materials, tools, equipment and debris.
- 18. Remove and dispose of all defective materials in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statues and industry standards.
- 19. Vendor is responsible for all tear off, clean up and haul off of all types of debris.
- 20. Cover the furnishings and floor area prior to commencing work on equipment located above the ceiling line.

G. Sedgwick County's Responsibilities:

- Provide timely payment of undisputed invoices in ACH form.
- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Project Manager with respect to the work to be performed under this contract.

H. Tentative Time Line

The following dates are provided for information purposes and are subject to change without notice. Contact Angee Sisco, Purchasing Department at (316) 660-7267 to confirm any/all dates.

Distribution of Request for Proposal to interested parties	February 5, 2013	
Clarification, Information and Questions submitted in writing by 3:00 p.m.	February18, 2013	
Addendum Issued in writing by 5:00 p.m.	February 19, 2013	
Sealed Proposal due before 1:45 p.m.	February 26, 2013	
Evaluation Period	February 27, 2013 -	
	March 6, 2013	
Board of Bids and Contracts Recommendation	February 7, 2013	
Board of County Commission Award	February 13, 2013	

I. Selection Criteria

The selection process will be based on the responses to this solicitation document. Proposals will be screened by a review committee. This committee may select a limited number of prospective vendors to short-list for interview.

The County will judge each response on the following criteria (listed in no particular order):

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Proven ability to provide high quality service.
- Qualifications and expertise based on previous work completed, in addition to anticipated work. This would include consideration of need to hire sub-contractors to complete anticipated work.
- Number and availability of staff to meet the needs of various County projects simultaneously.
- The most advantageous and prudent methodology and costs as determined by the County.

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor's method of providing the service and the fee schedule achieved through discussions and agreement with the County's review committee. The County is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The County also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

J. Questionnaire

In your response document, respond to all questions and requests listed below. Please precede your answer with a copy of the question. A copy of the questionnaire will be provided in WORD format for ease of completion. Please note that in the case of a discrepancy this document will prevail.

- 1. Provide a brief description of firm, include years in service, number of employees, types of services provided, etc.
- 2. Provide contact name, title, qualifications, phone number and e-mail address of lead professional personnel assigned to the County account.
- 3. Provide proof of certifications, licenses or factory trainings as applicable to work described herein.
- 4. Provide a description of the number of employees available for immediate work on County projects, in addition to qualifications and expertise based sample projects identified in Scope of Work.
- 5. Provide a description of equipment owned as well as any equipment rental needs anticipated based on Scope of Work provided.
- 6. Provide four (4) references verifying exemplary service. These references MUST have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
- 7. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
- 8. Provide insurance certificate.
- 9. Provide a sample invoice.
- 10. Provide detailed information regarding any anticipated exception to any requirement, scope of work, term or condition within solicitation.

K. Proposal Content and Format

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

- 1. Completed Questionnaire and requested supporting documents within.
- 2. A signed, completed Proposal Response Form.

L. Proposal Terms

I. Minimum Firm Qualifications/General Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of five (5) years experience in providing services similar to those specified in this RFP.
- 2. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.
- 3. Have the capacity to acquire all bonds, escrows or insurances at outlined in the terms of this RFP.
- 4. Have proper certification(s) or license(s) for the services specified in this RFP.
- 5. Keep legible and detailed documentation on all work performed under this RFP. Detailed documentation includes, but is not limited to, the following:
 - a. Requesting Department and/or Division Name
 - b. Building Name
 - c. Building Address
 - d. Date of Service
 - e. Time In / Time Out
 - f. Specific Area
 - g. Service(s) Performed
 - h. Number of Service Hours
 - i. Hourly Rate for Service(s) Performed
 - j. Material(s) Used
 - k. Cost of Materials and/or Equipment

- 1. Employee Name(s)
- Job Title of Employee m.
- **Department Representative Signature** n.
- 6. Provide project supervision (as required) and quality control procedures.
- 7. Have appropriate material, equipment and labor to perform three (3) jobs simultaneously safely and efficiently. All costs associated with meeting this requirement will be the sole responsibility of the vendor. Provide total number of employees by skill set.
- 8. Park only in designated areas and display parking permit provided.
- 9. Wear company uniform or ID badge for identification purposes.
- 10. Complete Ouote/Invoice form attached to solicitation and provide to (1) Project Manager prior to commencement of service and (2) Accounts Payable in addition to final invoice, subsequent to work completion.
- 11. For project valued at less than \$10,000, maintain documentation of all materials, sub-contractor and equipment rental invoicing to verify % mark up costs, upon request from County staff.

II. Contract Period and Payment Terms

The contract period with the successful proposer shall begin immediately following formal approval of the Board of County Commissioners, anticipated to be March 2013, and continue for a period of one (1) year. The County may, at its own option, offer to extend the contract for two (2) 1-year periods for the terms and prices proposed or as negotiated. Any change in law that will affect the terms, conditions, or costs subsequent to contract initiation will be negotiated on an as need basis with Sedgwick County maintaining the final right of approval to determine applicability.

Payments for all specified service(s) and/or products to the successful proposer can be made with the following criteria taken into consideration:

- Successful completion of the service(s) or product(s) requested; •
- Completion of any necessary forms and/or service results; •
- Monthly receipt of a detailed invoice. Detailed invoice shall include:
 - a. Department Name
 - b. Requestor Name
 - c. Department Address
 - d. Purchase Order Number
 - e. Material(s) and/or service(s) description
 - f. Materials cost (plus markup)
 - Service cost (hourly rate times number of hours) g.

III. Insurance Requirements

Generic Requirements 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 \$500.000.00 Aggregate **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 RFP 13-0003 On-Call Remodel 8

Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability	\$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.

IV. Indemnification

To the fullest extent of the 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 providers 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.

V. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful 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.**

VI. Proposal Conditions

In submitting a response to this Request for Proposal, vendors hereby understand the following (if duplication exists, previous sections prevail):

http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf

All times indicated in solicitation document are Central Standard/Daylight as applicable.

VII. General Contract Provisions

The following appendix is language the County requires for all contracts that are entered in. If Duplication exists, previous sections prevail.

M. Final Considerations

- 1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be the County's Purchasing Department. Upon issuance of this RFP, employees and representatives (including elected officials) of the County must not be contacted regarding this RFP process. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 2. The County will not consider the submission of unsolicited, additional terms, after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the County and the firm unless specifically superseded in the signed contract. All information becomes the property of the County and will be subject to the Kansas Open Public Records Act.
- 3. The County will not be liable for any costs incurred by vendors in the preparation and presentation of information submitted in response to the RFP or in the participation in demonstrations.
- 4. The County will not recognize any assignment or transfer of interest in the contract without written notice to and written acceptance by the County.
- 5. If Partnerships and/or subcontracting is used in order to meet the requirements and scope of work in this RFP, a prime vendor should be identified and the partners and subcontractors should be listed along with a statement of who will be responsible for providing what service, and a statement of the nature of any legal relationship. The proposal response should clearly delineate who will be the prime vendor for contracting purposes.
- 6. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract.

Request for Proposal ON CALL REMODEL #13-0003

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 proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and 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.

NAME				·····
DBA/SAME				
CONTACT				
ADDRESS				
PHONE	FAX	.	HOURS	
TAX PAYER I.D. NUMBER		STATE		
INCORPORATED				
COMPANY WEB SITE ADDRESS _		AIL		
NUMBER OF LOCATIONS	NUMBER OF PER	SONS EMP	LOYED	
TYPE OF ORGANIZATION: Public	Corporation Private C	orporation_	Sole Prop	rietorship
PartnershipSmall Business	ManufacturerDi	stributor	Retail	Dealer
General Nature of Business	FEIN/SS #		uded	
Not a Minority Owned Business				
African American Asian Hispa	anic Native American _	Other	_ Woman Owr	ned Business
Labor Rate Business Hours Labor Rate After Hours Materials or Equipment Rental % Mark Subcontract % Mark Up	\$			
Labor Rate After Hours	\$			
Materials or Equipment Rental % Marl	، Up %	-		
Subcontract % Mark Up	%			

apply to the initial term.

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 <u>www.sedgwickcounty.org/purchasing</u>.

NO.____, DATED _____; NO.____, DATED ____; NO.____, DATED _____;

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document (including terms and conditions and general contract provisions through imbedded hyperlinks) and has clearly delineated and detailed any exceptions.

Signature	Title
Print Name	Dated