



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

<http://sedgwickcounty.org/finance/purchasing.asp>

Request for Proposal
Historic Preservation State Tax Credit Purchase
#13-0107

November 14, 2013

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking proposals from qualified firms interested in purchasing a State of Kansas Historic Preservation Tax Credit. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

Firms interested in submitting a response meeting all terms, conditions and requirements, shall provide an original and one (1) copy of the attached *Response Form* and requested supplemental information on or before **Tuesday, December 3, 2013 at 1:45 p.m. CST**. Proposals must be sealed in an envelope and marked with the firm's name and address, proposal number, opening date and time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. More than one (1) proposal option may be submitted for consideration. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public staff or facilities, the successful proposer will understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and will not be shared with any persons not involved with the selection process.

Joe Thomas, C.P.M.
Purchasing Director

1. 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, 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, which 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 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 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 staff or 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.

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at nearly 500,000 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 2,700 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.

Sedgwick County is seeking firms interested in purchasing State of Kansas Historic Preservation Tax Credits. The credit is for completed work on the Sedgwick County Historic Courthouse located at 510 N. Main, Wichita, KS 67203. The project start date was July 15, 2010 and the completion date was December 31, 2011.

Sedgwick County has received a tax credit certificate in the amount of \$452,274.00. The county will submit the certificate of transfer to the State of Kansas to transfer the credit to the awarded purchaser. Each party is expected to pay for its own legal, accounting, and other expenses associated with the transaction. However, please state whether your firm would be willing to pay the cost of the transfer fee.

The county will be responsible for completing the certificate of transfer to the State of Kansas.

3. MINIMUM REQUIREMENTS

The successful bidder must meet the following requirements in order to provide a proposal:

- The selected firm will be responsible for preparing an agreement to purchase the tax credit from Sedgwick County that follows relevant state and federal security laws as they relate to the State of Kansas Historic Preservation Tax Credit program.
- Firm must be qualified to make an offer on this credit and must so state in the agreement. The agreement will be reviewed by the Sedgwick County Legal Department prior to execution.
- Have a minimum of three (3) years experience providing similar services.

- Provide at least three (3) references verifying exemplary service. These references MUST have received services similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service provided, and a brief description of products/services provided.
- Have knowledge of and comply with all applicable 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.
- 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.
- Identify a single point of contact for concerns and/or questions.
- 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 services and/or products.

4. SEDGWICK COUNTY'S RESPONSIBILITIES

To assist the successful respondent, Sedgwick County will do the following:

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements for this project or which is relevant to this project.

5. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of the respondent to provide the services this document requires. A committee of County staff will judge each vendor's response based on the following criteria:

1. Meeting or exceeding all Request for Proposal conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. References verifying ability to provide the proposed services.
3. Proposing services described herein with the most advantageous and prudent methodology and cost to the County.

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.

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

The review committee will select the proposals, which appear most beneficial to the County. These respondents may be asked to provide a presentation to the review committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any vendor as a result of any verbal discussion with any County employee prior to the opening of responses to this document.

Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.

Sedgwick County also reserves the right to not award this contract.

6. 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.**

7. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Joe Thomas at jethomas@sedgwick.gov by 5:00 p.m. (CST) Monday, November 18, 2013. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasng.asp under Current RFPs/RFQs by 5:00 p.m. (CST) Tuesday, November 19, 2013. **Vendors are responsible for checking the website and acknowledging any addendums in their response form.**

8. INDEMNIFICATION

The successful vendor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses and expenses arising out of the submission of your proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under the Workers' Compensation Act, disability benefit acts or other employee benefits acts.

9. TERMINATION

The County reserves the right to cancel the contract and discontinue service with a thirty (30) day written notice as a result of the failure of the contracted provider to provided acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

10. TENTATIVE TIMELINE

The following dates are provided for informational purposes and are subject to change without notice:
Request for Proposal Issued -----November 14, 2013
Question Submittal Deadline by 5:00 p.m. CST-----November 18, 2013
Addendum Issued by 5:00 p.m. CST-----November 19, 2013
Proposal Due Date by or before 1:45 p.m. CST-----December 3, 2013
Bid Board Recommendation -----December 5, 2013
Board of County Commissioners Award -----December 11, 2013

11. REQUEST FOR 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 the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, 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. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
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 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. Prior to a vendor being 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. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
24. 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. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. 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.
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
- 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;
 - 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;
 - 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;
 - 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,
 - 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.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas 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.
30. 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.

31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. 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.
33. 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.

12. PROPOSAL CONTENT

Proposal response must include the following:

1. Proposal Response Form completed and signed. Acknowledge any addenda issued on the response form page.
2. Provide a brief overview and history of your company.
3. Detailed information outlining responses to our proposal request and the services you will provide. Provide three (3) references for which your organization has conducted similar services during the last three (3) years. Include name of business, address, phone number, contact person and title.
4. Contact information of designated person handling this transaction.
5. Amount being offered for the tax credit.
6. If you are willing, or not willing to pay the transfer fee for the credit.
7. Any additional information necessary to assist the County in evaluating your proposal.
8. Submit an original and one (1) copy of your proposal.

**Proposal Response Form
Historic Preservation State Tax
Credit Purchase
#13-0107**

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 _____ CITY/STATE _____ ZIP _____
PHONE _____ FAX _____ HOURS _____
TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____
COMPANY WEB SITE ADDRESS _____ E-MAIL _____
NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____
General Nature of Business _____ FEIN/SS # _____ W-9 included _____
Not a Minority Owned Business _____ Minority Owned Business: _____ Certification # _____
African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman Owned Business _____

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 _____

Signature _____ Title _____

Print Name _____ Dated _____