



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
14-0068
SURPLUS PROPERTY AUCTION SERVICES

July 3, 2014

PURPOSE

Sedgwick County, Kansas, will be accepting bids for auctioneer services. It is anticipated that an official contract or purchase order will be issued after Board of County Commission approval of the recommended bid. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

SUBMITTALS

Carefully review this Request for Bid. 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 one (1) digital copy (CD or flash drive) of the entire document with any supplementary materials to:

ATTN: Kara Kingsley
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 P.M., CDT, Tuesday, August 12, 2014**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 P.M., on the due date.

QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Kara Kingsley at email kkingsle@sedgwick.gov. Questions are due **in writing** no later than 3 P.M. on July 23, 2014.

Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/finance/purchasing.asp no later than 5 P.M. on July 25, 2014.

Vendors are responsible for checking the web site and acknowledging any addenda on the bid response form.

Kara Kingsley
Kara Kingsley
Purchasing Agent

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A. 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. Responders should understand this information will be considered prior to release; however, no guarantee is made that information will be withheld from public view.

B. County Background and Objectives

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 504,000 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 provides a full range of municipal services; e.g., public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Currently, the County contracts with an online auction service for the disposal of most items, the vendor takes and uploads pictures with descriptions, initiates communication, issues invoices and receives payments. The vendor charges and receives a buyer's premium fee on top of the bidding price. The vendor then issues a check for the bidding price to Sedgwick County. For 2013 revenue surplus sales, please see appendix A. We have sold computer accessories, office furniture and equipment, autos, trucks, heavy equipment, miscellaneous office supplies, and confiscated personal property through the online auction service. Currently, the successful bidder is responsible for payment and the pick-up of auctioned item from a designated location in a county facility, but Sedgwick County is open to the option of off-site storage.

Sedgwick County employees are responsible for monitoring and identifying surplus property, monitoring auction activities, coordinating the pickup and payments related to items sold, and coordinating with the commercial web site, as well as tracking and recording auction proceeds. Currently, this process is time consuming for the employees; it is desired to have a solution that would reduce the amount of time spent on administrative duties.

In accordance with the specifications outlined herein, it is the intent of this invitation to receive proposals for providing auction services for surplus property of Sedgwick County as defined by the Department of Accounting. **Sedgwick County reserves the right to award to multiple vendors.**

As a direct result of implementing a recommended solution within the parameters outlined in this document, Sedgwick County desires to:

- Dispose of surplus property as promptly and efficiently as possible, while gaining the maximum profit for Sedgwick County.
- Have the ability to redistribute selected surplus property to other employees within the organization prior to auction
- Have a simple and straightforward solution that is useful and maximizes exposure and convenience
- Provide prompt and efficient customer service

C. Selection Criteria

The selection process will be based on the responses to this Request for Proposal and any interviews/demos conducted in verifying the ability of a proposer to provide services in response to this document. Firms may propose methodologies which meet the “spirit” of the listed requirements, but should note that the proposed system/service/product which meets all, or most closely meets the specifications will be recommended for award within the listed selection criteria. A committee comprised of County staff will evaluate each firm’s response as determined by meeting the following criteria (ranked in no particular order):

1. Meeting all Request for Proposal requirements, specifications, terms, conditions and miscellaneous instructions as outlined herein, and the clarity, completeness, and comprehensiveness of the proposal.
2. Referenceable performance of proposed software and services which will verify service levels and capability of the respondent to provide a thorough solution.
3. Marketing plan.
4. Reporting capabilities.
5. Quality and cost of system proposed.
6. Implementation plan and training proposed.
7. Degree to which system is user friendly.

It is the intention of Sedgwick County to review the RFP responses and select the top proposals which appear most beneficial to the County for further evaluation. Those proposers may be invited to participate in a session where they would be given time to present the merits of their solution and provide a demonstration of software for the review committee.

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

No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee prior to the completion of the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services which best meets its required needs, budget constraints, quality levels, and expectations.

D. Mandatory Requirements and Specifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified to be considered for award. Specific responses to each must be provided in proposer’s response to the Request for Proposal. Proposers must:

1. Have been in business for a minimum of two years providing services similar to those specified herein.
2. Have licenses, registrations, and/or certifications necessary to conduct business.

3. Provide a statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
4. Provide a statement as to whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.
5. Personnel qualifications; there must be no charge of criminal activity, past or present.
6. Complete Appendix B; Questionnaire Form
7. Provide five (3) references (which may be contacted) and /or past/current customers of the proposed services verifying service levels and capability of firm to perform services. References should include company name, address, contact person, telephone number, email address, job date, job site location, and scope of work. These references should be for those individuals familiar with your work, capability, and performance.

E. Insurance

Workers' Compensation:	
Applicable State Statutory	
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, workers' 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.

F. Indemnification

To the fullest extent of the law, the Provider, its subcontractors, 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 subcontractors, 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.

G. Termination

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide 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.

H. Tentative Time Line

The following dates are provided for informational purposes and are subject to change without notice. Contact Kara Kingsley, kkingsle@sedgwick.gov, to confirm any and all dates.

Distribution of Request for Proposal to interested parties	July 3, 2014
Clarification, Information and Questions submitted in writing no later than 3:00 p.m.	July 23, 2014
Addendum Issued	July 25, 2014
Sealed Proposals due before 1:45 p.m. CDT	August 12, 2014
Evaluation Period	August 13-September 3, 2014
Board of Bids and Contracts Recommendation	September 4, 2014
Board of County Commission Award	September 10, 2014

I. Request for Proposal Conditions

All times indicated in this solicitation document is central standard/central daylight as applicable. In submitting a response to this Request for Proposal, vendors hereby understand the following as applicable:

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

J. General Contract Provisions

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

http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf

APPENDIX A- 2013 SURPLUS REVENUE

Surplus Revenue 2013	
Short Description	Sold Amount
Surplus, Property & Evidence	\$16,717.50
<i>General Surplus</i>	<i>\$5,475.00</i>
<i>Property & Evidence</i>	<i>\$11,242.50</i>
Fleet	\$596,230.00
Net Sales	\$612,947.50

Below are some examples of the items sold in 2013:

General Surplus-All General surplus can be redistributed to other departments prior to auction; File Cabinets, Forensic Equipment, Tables, Assorted Chairs, Assorted Furniture, Desks, Shelves, Book Cases, Glass Toppers, Copiers, Office Supplies and Accessories.

Property & Evidence-All P&E surplus are court ordered seized items; Air Compressor, Jewelry, Slot machine, Assorted Tools, Assorted Sporting Goods, Generators, Computers, Camera's, Computer Accessories, Radios, Dehumidifier, Knives, Cowboy Gear, Motorcycles, Gold Bags & Clubs, Bicycles, Collector's Cards & Coins, Go-Cart, ATV,

Fleet-Currently, heavy equipment/vehicles stays within the Fleet Yard and light equipment/vehicles are relocated to the vendors lot; Ambulances, Cars, Trucks, Vans, Police Vehicles, Fire Vehicles, Tires, Mower, Mower accessories, Road Widener, Dump Trucks, Spreaders,

APPENDIX B- QUESTIONNAIRE FORM

1. Does your company have the capability of providing an off-site storage area for County surplus items?
2. Does your company have the capability of moving surplus items?
3. Does your company have staff available to meet with buyers picking up purchased items?
4. Does your company have the capability of photographing items prior to sale?
5. What is the average turn-around time from sale closing to County receiving payment?
6. What is the response time by your company, once contacted by County, to have a sale?
7. Does your company require a minimum number of items to have a sale?
8. How does vendor advertise surplus auctions?
9. Does your company have the capability to provide a participation summary of recent sales, including average number of bids per item, average number of bidders per item, zip codes of participants, etc.?

PROPOSAL RESPONSE FORM
RFP #14-0068
SURPLUS PROPERTY AUCTION SERVICES

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

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/finance/purchasing.asp.

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

Yes, I would like to be on the emergency vendor list. No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ Emergency Contact Name: _____

After Hours Fax #: _____ After Hours Email #: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____