



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

#15-0024

ERGONOMIC TASK CHAIRS

February 27, 2015

PURPOSE

Sedgwick County, Kansas, will be accepting proposals for Ergonomic Task Chairs. It is anticipated that an official contract 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 services/products described herein.

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) complete original and one (1) electronic copy (CD or flash drive) of the Bid Response Form with any supplementary materials to:

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

SUBMITTALS are due NO LATER THAN 1:45 p.m., CST, Tuesday March 24, 2015. 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 kara.kingsley@sedgwick.gov. Questions are due **in writing** no later than 3 p.m. on March 11, 2015. Any questions of a substantive nature will be responded to in addendum form to be sent to all vendors no later than 5 p.m. on March 13, 2015.

Kara Kingsley
Purchasing Agent

RFP #15-0024

Sedgwick County... Working for you

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1. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or 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 or 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 the product(s) and/or service(s), of which quality, testing, references, service, 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. 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 service(s) and/or product(s) 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.

2. Background

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.

Since 1997 Sedgwick County has maintained a task chair standard to address worker safety and comfort ability while at work. As such, ergonomic chair standards have resulted in reduced on the job injury and workers compensation claims. Chairs under this contract could be used continuously for 8 hours up to 24-hours a day, 7 days a week, although single shift chairs will also be considered. Sedgwick County currently has about 2,800 employees in various buildings throughout the County. The number of chairs purchased varies greatly each year depending on budget and need, a list of currently contracted chairs can be found at the following link - http://www.sedgwickcounty.org/Purchasing/bid_tabs/11-0038BT.pdf. Sedgwick County is seeking current industry solutions to the requirements listed below.

3. Minimum Vendor Requirements and Product Specifications.

The following specifications outline the minimum requirements for this RFP. The County desires the most advantageous service(s) and product(s) available.

Vendor Requirements – Must:

1. Be a factory certified dealer or retailer, if applicable.
2. Have a minimum of three years providing like products specified in this solicitation document.
3. Have the capacity to acquire all required permits, bonds, escrows or insurance.
4. Provide a substitute chair that meets all requirements and specifications when/if the current contracted chair(s) is discontinued by the manufacturer. Final approval will be made by Sedgwick County.
5. Direct all County staff to the Facilities Project Services Department for proper ordering procedures.
6. Provide two (2) demo chairs under contract for demonstration purposes. Chair provided must meet the exact model, fabric grade, and options on contract.
7. Ensure that all products and warranty work meet all local, state and federal laws, regulations and ordinances.
8. Respond within 48 business hours to any request for warranty service.
9. Deliver fully assembled chair directly to requesting employee within eight (8) weeks of receipt of purchase order.

10. Have appropriate material, equipment and labor to perform job safely and efficiently. *All costs associated with meeting this requirement will be the sole responsibility of the vendor.*
11. Have appropriate project supervision and quality control procedures.
12. Completion of an instructional video for each chair chosen to be under contract. Video will be used on internal website for employee use.

Product Specifications – Must:

1. Have adjustable lumbar support. Will consider a chair in which the back height and lumbar are adjusted together.
2. Be pneumatic height adjustable.
3. Have both height and width adjustable arm rest.
4. Have an adjustable seat depth feature.
5. Have a strong five-star base with durable casters.
6. Have a rounded, water-fall edge seat.
7. Be a grade 1 fabric, permeable, with stain protection. Mesh/Fabric/Foam/Other will be considered, however all must be grade 1 only.

Warranty Requirements –

1. Vendor must respond on-site within 48 business hours to any request for warranty service.
2. The product must contain the following warranties:
 - a. 3 year structural.
 - b. 1 year fabric.
 - c. 1 year gas cylinder.
 - d. 1 year casters.
 - e. 1 year polymer-based components.
 - f. 1 year all metal parts or components not previously listed.

4. Selection Criteria

The selection process will be based on responses to this Request for Proposal and any interviews or product demonstrations required to verify the ability of respondents/products to meet the requirements in accordance with this document.

The Sedgwick County selection committee will chose no greater than 4 chairs and no less than 1 chair in varying weight restrictions and shapes under this solicitation. Demonstration chairs will be requested during the review process. The committee will base its decision on the following:

1. Firm's ability to meet all Request for Proposal Conditions, miscellaneous instructions, and qualifications as outlined herein.
2. Product ability to meet or exceed all requirements as outlined herein.
3. Easily adjustable features.
4. Product quality, performance and lifecycle costs which will be determined through reference and research.
5. Product warranty.
6. Product shape and size. Sedgwick County desires varying shapes and weight resistance thresholds for each chair.
7. The firm and product that provides Sedgwick County the best option at the best price.

Those submitting proposals 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.

NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY COMPANY AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE COMPLETION OF THE REQUEST FOR PROPOSAL PROCESS, OTHER THAN THE EMPLOYEES IDENTIFIED IN THIS DOCUMENT. SUCH ACTIVITY MAY BE CAUSE FOR DISQUALIFICATION OF CONSIDERATION FOR AWARD OF THIS PROJECT.

Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations.

5. Request for Proposal Timeline

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

Distribution of Request for Proposal to interested parties	February 27, 2015
Clarification, Information and Questions submitted in writing by 3:00 p.m. CST	March 11, 2015
Addendum Issued	March 13, 2015
Sealed Proposal due before 1:45pm CST	March 24, 2015
Evaluation Period	3/24 to 4/8, 2015
Board of Bids and Contracts Recommendation	April 9, 2015
Board of County Commission Award	April 15, 2015

6. Contract Period and Payment Terms

A three (3) year contractual period will begin after Board of County Commission approval of the recommended vendor, with options to renew for two (2) additional one (1) year terms. 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 proposer to provide acceptable services and reports as delineated in the response to this document, or if determined that services can be provided by County 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.

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 or delivery of the service(s) or product(s) requested;
- Completion of any necessary forms and/or service results;
- Receipt of a detailed invoice, emailed to ap_invoices@sedgwick.gov or faxed to 316-941-5127.

7. Insurance Requirements

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$100,000.00
Commercial General Liability Insurance:	
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 Occurrence	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability-Owned, Non-owned and Hired	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
Professional Liability	
If required	

Liability insurance coverage indicated below 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.

8. 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.

9. Proposal Conditions

All times indicated in this solicitation document are central standard/central daylight as applicable. In submitting a response to this Request for Bid, vendors hereby understand the following as applicable:
<http://www.sedgwickcounty.org/purchasing/RfqRfq/rfpcond.pdf>

10. General Contract Provisions

In submitting a response to this Request for Bid, vendors hereby understand the following as applicable:
http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf

APPENDIX A-PRICING INFORMATION

Products and costs as listed below must be inclusive of all specifications in this solicitation document.

PROPOSED CHAIR PRICING INFORMATION		
MANUFACTURER	MODEL NUMBER	UNIT PRICE

It is the intent of Sedgwick County to lock the terms, conditions, and costs for the initial three (3) year period. Each vendor should clearly delineate exception if an escalation/de-escalation approach is being proposed during the initial contract period or either of the two (2) 1-year options to renew.

APPENDIX B-QUESTIONNAIRE FORM

Please provide the following:

1. Four (4) references verifying exemplary product and service. These references **MUST** have received service(s) and/or product(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, e-mail address, length of service for each reference, and a brief description services provided.
2. Identify staff that will be responsible for County account.
3. Please provide a picture(s) and summary of the features including weight limit, of each chair being proposed as they relate to the specifications in Section 3.
4. A summary of the warranty for each chair being proposed as it relates to the requirements in Section 3.
5. Indication of headrest availability and cost. No other options are being considered.

PROPOSAL RESPONSE FORM
#15-0024
ERGONOMIC TASK CHAIRS

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.

FIRM NAME _____
CONTACT _____
ADDRESS _____ CITY/STATE _____ ZIP _____
PHONE _____ FAX _____ HOURS _____
TAX PAYER I.D. NUMBER _____
COMPANY WEBSITE 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
<http://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 _____ Date _____