



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://www.sedgwickcountv.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
#15-0035
ON-CALL ELECTRICAL SERVICES

March 18, 2015

Dear Vendors,

Sedgwick County is seeking a firm(s) to provide on-call electrical 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.

Kimberly Evans
Purchasing Agent

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I. Purpose and Objectives

Sedgwick County, Kansas (hereinafter referred to as “Sedgwick County” or “County”), is seeking contract pricing for on-call electrical services for any or all of the 60+ buildings leased or owned by the County. The County desires to contract with a vendor(s) to provide labor, equipment, permits and fees as necessary for new/repair electrical work on an as-needed basis.

The County has identified the following objectives for on-call electrical services:

- Acquire electrical services meeting the parameters, conditions and mandatory requirements presented in this document.
- Establish contract pricing with the vendor that has the best proven “track-record” in performance, service and customer satisfaction.
- Acquire electrical services with the most advantageous overall cost to the County.

II. 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 one (1) electronic copy of the entire proposal document with any supplementary materials to:

Kimberly Evans
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CDT, TUESDAY, APRIL 21, 2015**. 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 bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent’s name will be disclosed at bid opening.

III. 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.

IV. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 503,000 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.

The Sedgwick County Facilities Maintenance Department provides a majority of county needed electrical services within a two block radius of the Sedgwick County Courthouse, 525 N. Main, Wichita, KS 67203 (otherwise known as the "courthouse complex"). The on-call electrical service contract will be used for any service in house staff are unable to provide which may include within the courthouse complex or one of the many other County facilities (all facilities are located in the County).

V. Scope of Work

The successful proposer(s) will be required to provide any or all of the following types of service:

1. Repair existing electrical components.
2. Change/move existing electrical components.
3. Create new electrical components.

VI. Minimum Requirements and Specifications.

The County desires the most advantageous service(s) and product(s) available. The following specifications outline the minimum requirements for this RFP. Minimum requirements are provided to assist vendors in submitting a thorough response that meets the County's objectives. Proposals received must reflect in detail their inclusion and the degree provided. Vendors should propose methodologies which meet the purpose and meaning of the listed requirements. The vendor recommended for award based on the listed selection criteria will be the vendor with the proposed service(s) and product(s) which meets all, or most closely meets the specifications.

1. Vendor shall coordinate service rendering with assigned project manager.
2. Vendor shall adhere to all federal, state, county and city applicable laws including licensure and permitting at the cost of the vendor.
3. Vendor shall respond:
 - a. The same business day if requested by 10:00 a.m.
 - b. The next business day if requested after 10:01 a.m.
 - c. Within two hours if contacted outside of business hours including after 5 p.m., on Saturday or Sunday, or on any County holiday.
4. All work shall be done by or under the direct supervision of a licensed Journeyman or Master Electrician.
5. All property, private or public, that is disturbed or affected by services provided will be restored to a condition equal to or better than existed prior to the commencement of work. (Such restoration shall include, but not be limited to, re-grading and seeding of areas where grass was planted and growing. Vendor does not have to ensure growth of such seeded areas.)
6. All work is to be timely and of first class workmanship.
7. Vendor must provide, in writing, the name(s) and emergency telephone number(s) of the vendor's representative(s) to be contacted during times other than normal working hours.
8. Vendor's personnel must dress and act in a professional manner and have vendor identification at all times.
9. Vendor's personnel must be able to satisfactorily pass a background check if requested by Sedgwick County.
10. Vendor must clean up the job daily and haul away debris upon completion. All debris and defective materials are to be removed in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes and industry standards.
11. All tools are to be secured at all times.
12. Vendor is responsible to protect his or her personnel and others from injury on all work done for the County. An approved lock-out/tag-out program shall always be followed when working on anything with hazardous energy.
13. After any and all work has been completed, Vendor shall guarantee his or her work to be free from defects for a period of one (1) year. All electrical equipment shall be guaranteed by the manufacturer for a minimum of one (1) year.

14. The successful bidder shall furnish all permits, labor, tools, transportation, travel, equipment, materials and any other incidentals necessary to perform completely all operations essential to the performance of the operations listed in this document.
15. All materials provided in this project must be installed in compliance with manufacturer's directions.
16. Any deficiencies, upon final inspection must be repaired within ten (10) working days.

VII. Sedgwick County's Responsibility

To assist the successful proposer(s), Sedgwick County will do the following:

- Provide information, as legally allowed, in possession of the County that relates to the County's requirements for services listed herein.
- Assist in gaining access to all work areas.
- Designate a person to act as the County's project manager with respect to the work to be performed under this proposal.

VIII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Kimberly Evans at kimberly.j.evans@sedgwick.gov by 5:00 p.m. (CDT) Monday, March 23, 2015. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <http://www.sedgwickcounty.org/finance/purchasing.asp>, under view current RFQs and RFPs to the right of the RFP number by 5:00 p.m. (CDT) Thursday March 25, 2015. Vendors are responsible for checking the web site and acknowledging any addendums on their response form.

B. Minimum Firm Qualifications

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 these qualifications to be considered for award. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. **Any exceptions to the requirements listed should be clearly detailed in proposer's response.** Proposers shall:

1. Have proper certification(s) or license(s) for the services specified in this document.
2. Ensure that project work meets all local, state and federal laws, regulations and ordinances.
3. Have the capacity to acquire all required permits, bonds, escrows or insurances.
4. Have a minimum of three (3) years experience in providing services similar to those specified in this Request for Proposal.
5. Provide appropriate project supervision and quality control procedures.
6. 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.*
7. Keep legible and detailed documentation on all work performed under this RFP. Detailed documentation includes but is not limited to the following:
 - Requesting Department and/or Division Name
 - Building Name
 - Building Address
 - Date of Service
 - Time In / Time Out
 - Specific Area and Equipment Serviced
 - Diagnosis of Problem
 - Service(s) Performed
 - Number of Service Hours
 - Hourly Rate for Service(s) Performed
 - Material(s) Used
 - Cost of Materials and/or Equipment
 - Technician Name(s)
 - Job Title of Technician

- Building Representative Signature
8. Provide project supervision and quality control procedures.
 9. Wear company uniform or ID badge for identification purposes.

C. Selection Criteria

The selection process will be based on responses to this Request for Proposal and any interviews required to verify the ability of respondents to provide services in accordance with this document. A committee will evaluate each firm's response as determined by meeting the following criteria (ranked in no particular order):

1. Competence to perform the specified and mandatory services as reflected by technical training and education, experience in providing required services, and the qualifications and competence of persons who would be assigned to perform the services.
2. Past performance with respect to cost control, quality of work and ability to meet deadlines. This shall be determined in part by a check of references for similar projects and/or services provided for governmental entities or organizations of similar size and scope.
3. Capacity to perform the services in a timely manner as reflected by workload, availability of adequate personnel, equipment, and facilities.
4. Meeting or exceeding all minimum and general requirements.
5. Providing the County with the most advantageous proposal (i.e. methodology and cost).

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.

D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact Kimberly Evans Kimberly.j.evans@sedgwick.gov or the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	March 18, 2015
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT	March 23, 2015
Addendum Issued	March 25, 2015
Sealed Proposal due before 1:45pm CDT	April 21, 2015
Evaluation Period	April 22-May 6, 2015
Board of Bids and Contracts Recommendation	May 7, 2015
Board of County Commission Award	May 13, 2015

E. Contract Period and Payment Terms

A one (1) year contractual period will begin after Board of County Commission approval of the recommended vendor or signed contract, 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 fifteen (15) 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.

PAYMENT AND INVOICE PROVISIONS

Billing address on all invoices **shall** be:

Sedgwick County Finance
Attention: Accounts Payable
525 N. Main, Ste 823
Wichita, Kansas 67203

1. Submit invoices electronically to AP_Invoices@sedgwick.gov or fax to 316-941-5127.
2. Primary account = Sedgwick County
3. If contract is used by multiple departments, a sub account may be issued to the individual department as applicable.
4. If multiple departments utilize goods/services under the contract, invoices may be issued by the sub account as applicable.
5. If an individual department utilizes multiple goods/services during a billing cycle, such as maintenance contracts on multiple pieces of equipment, billing cycles shall be synchronized and all invoices pertaining to the department issued at the same time.
6. Invoice requirements
 - a. Identifying number (invoice number)
 - b. Invoice date
 - c. Supplier's name and address
 - d. Customer's name and address
 - e. Sedgwick Co PO number (for PO purchases)
 - f. Sedgwick Co employee/contact name & department (for Non-PO purchases)
 - g. Details of the goods or services provided (Goods and services must be invoiced on separate lines)
 - h. Goods quantity (must be in the same unit of measure as the PO)
 - i. Price of goods or services
 - j. Total amount due
 - k. Additional charges such as freight MUST be a separate item on the invoice
7. Credits
 - a. Credits or credit memos must be invoiced separately, reference the original invoice, and be sent to Sedgwick County Finance immediately upon receipt of returned goods or identification of situations where the vendor has invoiced for an amount not to be collected.
 - b. Under NO CIRCUMSTANCES should the supplier use credits to reduce a future invoice without prior authorization from Sedgwick County Finance.
 - c. Supplier may issue a revised invoice with prior agreement from the utilizing department or Sedgwick County Finance.
8. Additional Information
 - a. Supplier quotes WILL NOT be accepted as a valid invoice.
 - b. Invoices must be submitted immediately upon shipment of goods or rendering of services.
 - c. Supplier should monitor the PO details & open balance and resolve any issues prior to issuing invoice.
 - d. Statements of outstanding invoices should be issued and sent to Sedgwick County Accounts Payable and contain all sub accounts of Sedgwick County departments if applicable.

F. Insurance 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
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	\$500,000.00

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.

G. 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 provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. 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.**

I. Proposal Conditions

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

J. General Contract Provisions

http://www.sedgwickcounty.org/purchasing/General_Contractual_Provisions_2013.pdf

IX. Required Response Content

Proposal response should include the following:

1. Proposal Response Form, as attached.
2. Four (4) references verifying exemplary 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.
3. Identify staff that will be responsible for this project and provide a resume outlining experience related to scope of work outlined in this document.
4. Provide insurance certificate.
5. Provide any proof of certifications, licenses and factory trainings as applicable to the work described herein.
6. Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the County account.
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).

NEXT PAGE

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**REQUEST FOR PROPOSAL
#15-0035
ON-CALL ELECTRICAL 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 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 Proposer 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.

PRICING INFORMATION

I/We _____, propose to provide the product(s) and/or service(s) described herein with the following costs:

Pricing	
Cost plus percent methodology for all electrical materials.	%
a) Labor Rate – Master Electrician	
Normal Working Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.	\$ /hour
Overtime Hours, Monday through Friday, 5:01 p.m. – 7:59 a.m.	\$ /hour
Saturday/Sunday/Holidays	\$ /hour
Emergency	\$ /hour
b) Labor Rate - Journeyman	
Normal Working Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.	\$ /hour
Overtime Hours, Monday through Friday, 5:01 p.m. – 7:59 a.m.	\$ /hour
Saturday/Sunday/Holidays	\$ /hour
Emergency	\$ /hour
c) Labor Rate - Apprentice	
Normal Working Hours, Monday through Friday, 8:00 a.m. – 5:00 p.m.	\$ /hour
Overtime Hours, Monday through Friday, 5:01 p.m. – 7:59 a.m.	\$ /hour
Saturday/Sunday/Holidays	\$ /hour
Emergency	\$ /hour
Rate listed must include all administrative costs, fringe benefits, and profit.	

X. Proposal Response Form Page 2 of 2

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 _____

- 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 #: _____

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

The signature below indicates a recognition that the County desires to enter into a contract for one (1) year with two one (1) year options to renew.

Signature _____ Title _____ Dated _____