

SEDGWICK COUNTY, KANSAS FINANCE DEPARTMENT DIVISION OF PURCHASING

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316-383-7055 http://www.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR PROPOSAL #16-0097 AMBULANCES

November 9, 2016

Sedgwick County, Kansas (hereinafter referred to as "**County**") is seeking a firm or firms to provide two (2) 2017 Ford E450 Super-duty, RV cutaway chassis 158" wheelbase with an "Ambulance 47A Prep Package," for Fleet Management which will be used by Sedgwick County Emergency Medical Services (hereinafter referred to as "**SCEMS**").

It is anticipated that an official purchase order will be issued after award by Board of County Commission. It should be noted, however, that the County cannot guarantee the purchase of the products described herein. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal.

Sincerely,

E. Thomas

Joseph E. Thomas, CPSM, C.P.M. Director of Purchasing

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I. <u>About this Document</u>

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.

II. <u>Background</u>

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 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 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 EMS fleet consists of twenty-six (26) total ambulances. In January 2017 we will have between with thirteen (13) to twenty-one (21) ambulances on the street at any given time and five (5) ambulances to be used as backup vehicles. These backup vehicles are used during scheduled maintenance, unplanned downtime or in the event we need to deploy additional ambulances. Ten years ago, the County started a program in which the ambulance modules were remounted onto new chassis' in lieu purchasing new ambulances. This program has been very successful and has resulted in considerable cost savings to the taxpayer. It is the intent of the County to continue this practice. In the future, the modules on these two (2) ambulances will be placed into the remount program. The purchase of these two (2) ambulances will assist in bolstering our backup ambulances, while still allowing the County to continue its schedule of remounting the current ambulance fleet.

The County would also like to establish contract pricing from these specifications through the 2017 model year. It is the County's intent to only purchase two (2) ambulances through this contract, but would like to leave the option open for the 2017 year in the event any more ambulances would need to be purchased under these specifications.

III. <u>Project Objectives</u>

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a firm or firms to provide two (2) 2017 Ford E450 Super-duty, RV cutaway chassis 158" wheelbase with an "Ambulance 47A Prep Package" per the specifications found in <u>Attachment A</u>. The following objectives have been identified for this contract:

- 1. Acquire products and services meeting the parameters, conditions and mandatory requirements presented in the document.
- 2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- **3.** Acquire products and services with the most advantageous overall cost to the County.

IV. <u>Submittals</u>

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 (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Joe Thomas Sedgwick County Division of Purchasing 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, TUESDAY, December 6, 2016.** Responses must be <u>sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date</u>. 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.

V. <u>Scope of Work</u>

The specifications outlined in this document are intended to serve as minimum specifications needed for future remounts of the box. Vendors responding to this document should meet or exceed the specifications outlined. Any exceptions to the specifications should be clearly identified and detailed in vendor's response.

Specifications and requirements which will result in the purchase of these vehicles are noted in "Sedgwick County EMS and Fleet Management New Ambulance Specifications updated October 26, 2016" (<u>Attachment A</u>) of this document.

All proposing vendors may be required to provide a similar model and configuration emergency vehicle for review by County representatives after submitting a response to this Request for Proposal. We understand that the vendor will not be able to provide the exact model that they have proposed but we do expect a model that is as close to our specifications as possible.

VI. <u>Sedgwick County's Responsibility</u>

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Conduct final inspection and approve payment.

VII. <u>Proposal Terms</u>

A. <u>Questions and Contact Information</u>

Any questions regarding this document must be submitted in writing to Joe Thomas at joseph.thomas@sedgwick.gov by 5:00 p.m. CST Wednesday, November 16, 2016. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <u>www.sedgwickcounty.org/finance/purchasing.asp</u>, under view current RFQs and RFPs; to the right of the RFP number by 5:00 p.m. CST Monday, November 21, 2016. Firms are responsible for checking the website and acknowledging any addendums on their proposal response form.

B. <u>Minimum Qualifications</u>

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. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of 10 years experience in providing products and/or services similar to those specified in this RFP.
- 2. Provide four (4) references for products and services provided in the past three (3) years.
- 3. Have supplied products for Governmental entities or Commercial customers of similar size and complexity.
- 4. Provide detailed information on all of Ford's manufacturer's warranties and such warranties will transfer ownership to Sedgwick County.
- 5. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 6. Be able to provide product, services, parts and manuals.
- 7. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the County shall be followed with respect to the contract.

C. <u>Selection Criteria</u>

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by meeting the following criteria:

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

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Quality, performance, warranty and lifecycle cost of product proposed.
- Relevant experience and knowledge in providing similar products.
- Proposing products and services described herein with the most advantageous and prudent methodology, costs and schedule as determined by the County.

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

The County reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed product and/or service which best meets its required needs, quality levels and budget constraints.

D. <u>Request for Proposal Timeline</u>

The following dates are provided for information purposes and are subject to change without notice. Contact the Division of Purchasing at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	November 9, 2016
Questions and clarifications submitted in writing by 5:00 p.m. CST	November 16, 2016
Addendum Issued	November 21, 2016
Sealed Proposal due before 1:45pm CST	December 6, 2016
Evaluation Period	December 6-13, 2016
Board of Bids and Contracts Recommendation	December 15, 2016
Board of County Commission Award	December 21, 2016

E. <u>Contract Period and Payment Terms</u>

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

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

F. Insurance Requirements

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 (**must be acknowledged on the bid/proposal response form).**

<u>NOTE</u>: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

Workers' Compensation: Applicable coverage per State Statutes Employer's Liability Insurance: Commercial General Liability Insurance:	\$100,000.00
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	\$500,000.00
damage	
General Aggregate	\$500,000.00
Professional Liability	
If required	

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. <u>Indemnification</u>

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. <u>Confidential Matters and Data Ownership</u>

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. <u>Proposal Conditions</u> <u>http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf</u>

General Contract Provisions http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions <u>http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf</u>

Sample Contract http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VIII. <u>Required Response Content</u>

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- 3. The firm's relevant experience, notably experience working with government agencies.
- 4. Provide a list of four (4) past or current client references; include organization, address, date of services, scope of products/services, name of contact with e-mail addresses and telephone numbers where work has been completed within the last three years.
- 5. Clearly address in sequential order each of the minimum qualifications found in Section VII Proposal Terms B. Minimum Qualifications.
- Clearly address in sequential order each of the minimum requirements and specifications listed in <u>Attachment A</u> ("Sedgwick County EMS and Fleet Management New Ambulance Specifications updated October 26, 2016").
- 7. A disclosure of any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
- 8. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
- 9. Proof of insurance meeting minimum insurance requirements as designated herein.

REQUEST FOR PROPOSAL #16-0097 AMBULANCES

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.

NAME		
DBA/SAME		
CONTACT		
ADDRESS	CITY/STATE	ZIP
PHONE	FAX	HOURS
STATE OF INCORPORATION or OI	RGANIZATION	
COMPANY WEBSITE ADDRESS	EN	ЛАІІ
NUMBER OF LOCATIONS	NUMBER OF PERSO	DNS EMPLOYED
TYPE OF ORGANIZATION: Public	Corporation Private	e Corporation Sole Proprietorship
Partnership Other (Describe):		
BUSINESS MODEL: Small Business	Manufacturer	Distributor Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Busine	ess: (Specify Below)
African American (05)Asian Paci	fic (10) Subcontinent A	Asian (15) Hispanic (20)
Native American (25) Other (30) -	- Please specify	
Not a Woman-Owned Business:	Woman-Owned Business	:: (Specify Below)
Not Minority -Woman Owned (50)	African American-Womar	n Owned (55)
Asian Pacific-Woman Owned (60)	Subcontinent Asian-Woman	n Owned (65)Hispanic Woman Owned (70)
Native American-Woman Owned (75)	Other – Woman Owned	l (80) – Please specify
ARE YOU REGISTERED TO DO BU	SINESS IN THE STATE	OF KS: YesNo
INSURANCE REGISTERED IN THE YesNo	STATE OF KS WITH M	IINIMUM BEST RATING OF A-VIII:

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._____; NO._____; NO._____; NO._____; DATED_____;

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.

Print Name	Dated