



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT

525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055

Request for Proposal
PLUMBING SUPPLIES
#13-0065

May 30, 2013

Sedgwick County is seeking a firm(s) to provide various plumbing supplies. 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,

Gunda Angelica
Purchasing Agent

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A. Purpose and Objectives

Sedgwick County, Kansas (hereinafter referred to as "County"), desires to select a firm(s) to provide various plumbing supplies.

The County has identified the following objectives for securing plumbing supplies:

1. Reduce overall labor required to manage plumbing supplies by selecting the firm(s) with the most beneficial ordering, delivery, and accounting services.
2. Procure plumbing supplies from a firm(s) meeting the parameters, conditions and mandatory requirements presented in this document.
3. Procure plumbing supplies from the firm(s) with the most advantageous product supply line and overall cost to the County.

B. 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 two (2) copies of the entire document with any supplementary materials to:

Gunda Angelica
Sedgwick County Purchasing Department
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. TUESDAY JUNE 18, 2013. 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 proposal opening which will occur at 2:00 p.m. on the due date. No information other than the respondent's name will be disclosed at proposal opening.

C. Questions and Clarifications

Any questions regarding this document must be submitted in writing to Gunda Angelica at gangelic@sedgwick.gov by 3:00 p.m. June 6, 2013. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <http://sedgwickcounty.org/finance/purchasing.asp>, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. June 10, 2013. Vendors are responsible for checking the web site and acknowledging any addendums on their response form.

D. 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 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.

E. Background Information

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 480,000 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.

Sedgwick County does not currently have a contract for plumbing supplies. The current maintenance supply contracts (Fastenal/Ferguson) do not have the variety of plumbing supplies needed for County business. As such, Facilities Maintenance and other County staff are purchasing from various vendors and completing competitive bidding only as determined necessary by purchasing thresholds. Under this contract both Facilities Maintenance and all other County employees will be encouraged to purchase off a single contract, thus decreasing administrative burden, ensuring competitive pricing, and creating economies of scale. Annual spend on this type of supply is unknown, and cannot be guaranteed. Historical purchases include shower, restroom and water fountain repair/replacement and raw materials (pvc piping, cooper tubing, pex tubing, poly pipe).

F. Requirements and Scope of Work

Items listed in this section are requirements to completion of services under this contract.

Vendor shall:

1. Provide process for obtaining quotes which may include online search, paper catalogs or telephone/email requests.
2. Provide a single contact person.
3. Provide "Best Available" pricing if sales or promotions are current on ordered item.
4. Provide delivery to requesting department.
*County will not pay shipping or delivery on items warehoused within a 30 mile radius of the delivery address.
5. Provide historical order reports as requested.
6. Allow returns and provide timely reimbursement according to policy submitted during solicitation process.
7. (Optional) Offer part labels and shelf organizers (at no additional cost).
8. (Optional) Offer on-site monthly stocking service based on identified products and minimum quantities (at no additional cost).

G. Sedgwick County's Responsibilities:

- Provide timely payment of undisputed invoices in ACH form.
- 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.

H. Tentative Time Line

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

Distribution of Request for Proposal to interested parties	May 30, 2013
Clarification, Information and Questions submitted in writing by 3:00 p.m.	June 6, 2013
Addendum Issued in writing by 5:00 p.m.	June 10, 2013
Sealed Proposal due before 1:45 p.m.	June 18, 2013
Evaluation Period	June 19-26, 2013
Board of Bids and Contracts Recommendation	June 27, 2013
Board of County Commission Award	July 3, 2013

I. Selection Criteria

The selection process will be based on the responses to this solicitation document. Proposals will be screened by a review committee. This committee may select a limited number of prospective vendors to short-list for interview.

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.
- Proven ability to provide high quality service.
- Qualifications and expertise.
- The most advantageous and prudent methodology and costs as determined by the County.
- Variety of products and manufacturers available for next day delivery.
- Ability to fulfill optional requirements.

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor's method of providing the 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.

J. Questionnaire

In your response document, respond to all questions and requests listed below. Please precede your answer with a copy of the question. A copy of the questionnaire will be provided in WORD format for ease of completion. Please note that in the case of a discrepancy this document will prevail.

Discovery Request:	Response
Do you offer a paper catalog (if yes, please include two copies)?	Yes/No
Do you offer an online catalog?	Yes/No
Do you offer telephone/email quotes?	Yes/No
Do you offer a return policy (if yes, please include two copies)?	Yes/No
Do you have a minimum order amount (if yes, indicate amount)?	\$
Where is your nearest warehouse?	
What is your estimated delivery time for warehouse items?	
What is your estimated delivery time for special order items?	
Do you accept credit cards purchases?	Yes/No
Do you accept purchase orders?	Yes/No

Are you able to provide historical order reports?	Yes/No
Do you offer part labels?	Yes/No
Do you offer shelf organizers?	Yes/No
Do you offer on-site monthly stocking service at no additional cost?	Yes/No

K. Proposal Content and Format

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal should be organized in the following format and information sequence:

1. Organization’s complete name and address, including location of all warehousing.
2. Completed Questionnaire and requested supporting documents within.
3. List of supplies (including part type of manufacturer) available in nearest warehouse.
4. List of supplies considered to be special order.
5. Provide three references; include name, email address, and length of business relationship.
6. A signed, completed Proposal Response Form.

L. Proposal Terms

I. Minimum Firm Qualifications/General Requirements

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 five (5) years experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. 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.
5. Have the capacity to acquire all bonds, escrows or insurances at outlined in the terms of this RFP.

II. Contract Period and Payment Terms

The contract period with the successful proposer shall begin immediately following formal approval of the Board of County Commissioners, anticipated to be July 2013, and continue for a period of one (1) year. The County may, at its own option, offer to extend the contract for two (2) 1-year periods for the terms and prices proposed or as negotiated. Any change in law that will affect the terms, conditions, or costs subsequent to contract initiation will be negotiated on an as need basis with Sedgwick County maintaining the final right of approval to determine applicability.

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 of the service(s) or product(s) requested;
- Completion of any necessary forms and/or service results;
- Monthly receipt of a detailed invoice to ap_invoice@sedgwick.gov.

III. Insurance Requirements

Generic 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 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, worker's 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.

IV. 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 providers 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.

V. 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.**

VI. Proposal Conditions

In submitting a response to this Request for Proposal, vendors hereby understand the following (if duplication exists, previous sections prevail):

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

All times indicated in solicitation document are Central Standard/Daylight as applicable.

VII. General Contract Provisions

The following appendix is language the County requires for all contracts that are entered in. If Duplication exists, previous sections prevail.

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

M. Final Considerations

1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be the County's Purchasing Department. Upon issuance of this RFP, employees and representatives (including elected officials) of the County must not be contacted regarding this RFP process. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
2. The County will not consider the submission of unsolicited, additional terms, after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the County and the firm unless specifically superseded in the signed contract. All information becomes the property of the County and will be subject to the Kansas Open Public Records Act.
3. The County will not be liable for any costs incurred by vendors in the preparation and presentation of information submitted in response to the RFP or in the participation in demonstrations.
4. The County will not recognize any assignment or transfer of interest in the contract without written notice to and written acceptance by the County.
5. If Partnerships and/or subcontracting is used in order to meet the requirements and scope of work in this RFP, a prime vendor should be identified and the partners and subcontractors should be listed along with a statement of who will be responsible for providing what service, and a statement of the nature of any legal relationship. The proposal response should clearly delineate who will be the prime vendor for contracting purposes.
6. The terms outlined in this RFP must be guaranteed up to and through the negotiation of the final contract.

N. Response Form page one of two

Request for Proposal
PLUMBING SUPPLIES
#13-0065

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 _____

NEXT PAGE

N. Response Form page two of two

Pricing

Percentage off list *	%	Average price increase maximum year two	%
Percentage off special order*	%	Average price increase maximum year three	%

OR

Percentage mark up*	%	Average price increase maximum year two	%
Percentage mark up special order*	%	Average price increase maximum year three	%

* If percentage varies by functional area, please attach a separate list. Sedgwick County is willing to consider alternative pricing proposals for the initial and renewal terms, if applicable please clearly delineate.

Cost must be all inclusive of all terms, conditions, and scope within this solicitation.
Please indicate if price increases apply to the initial term.

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 _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document (including terms and conditions and general contract provisions through imbedded hyperlinks) and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____