REQUEST FOR PROPOSAL
#19-0051
STAND-ALONE
NITROGEN GENERATOR with an
INTERNAL COMPRESSOR

August 19, 2019

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide a Stand-alone Nitrogen Generator with an Internal Compressor for the Regional Forensic Science Center. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 p.m. CDT Tuesday, August 27, 2019.

All contact concerning this solicitation shall be made through the Division of Purchasing. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Division of Purchasing in writing. Failure to comply with these guidelines may disqualify the Proposer’s response.

Sincerely,

Joe Thomas
Purchasing Director

JT/hp
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I. **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. 68, 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. **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 511,000 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 2,500 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.

III. **Project Objectives**
The Regional Forensic Science Center needs a Stand-Alone Nitrogen Generator with an Internal Compressor that can supply nitrogen to 2 LC-MS/MS (Liquid Chromatograph Mass Spectrometer Mass Spectrometer) instruments.

IV. **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, one (1) copy 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. CDT, TUESDAY, August 27, 2019.** 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. CDT, on the due date. No information other than the respondent’s name will be disclosed at bid opening.
V. **Scope of Work**
The Regional Forensic Science Center needs a Stand-Alone Nitrogen Generator with an Internal Compressor that can supply nitrogen to 2 LC-MS/MS (Liquid Chromatograph Mass Spectrometer Mass Spectrometer) instruments.

VI. **Sedgwick County’s Responsibility**
- 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 confirmation and inspection and approve payment.

VII. **Proposal Terms**
A. **Questions and Contact Information**
Any questions regarding this document must be submitted in writing to Joe Thomas at joseph.thomas@sedgwick.gov by 5:00 p.m. CDT Wednesday, August 21, 2019. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at 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, August 22, 2019. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. **Minimum 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 theses 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 3 years of 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 as outlined in the terms of this RFP.
6. Provide project supervision (as required) and quality control procedures.
7. Have appropriate material, equipment and labor to perform specified services.
8. Wear company uniform or ID badge for identification purposes.

C. **Evaluation Criteria**
The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

<table>
<thead>
<tr>
<th>Component</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing</td>
<td>20</td>
</tr>
<tr>
<td>Vendor Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>Proposal Organization</td>
<td>20</td>
</tr>
<tr>
<td>Track Record</td>
<td>30</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>
Assume the following cost proposals (examples only)
A. $50,000.00
B. $38,000.00
C. $49,000.00

Company B with a total price of $38,000.00 is the low offer. Take the low offer and divide each of the other offers into
the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the
cost. In this case, 10 points are allocated to cost.

A. $38,000.00 divided by $50,000.00 = .76
   .76*10 = 7.6 points
B. $38,000.00 divided by $38,000.00 = 1.00
   1.00*10 = 10 points
C. $38,000.00 divided by $49,000.00 = .77
   .77*10 = 7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm’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.

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 service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline
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.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of Request for Proposal to</td>
<td>Monday, August 19, 2019</td>
</tr>
<tr>
<td>interested parties</td>
<td></td>
</tr>
<tr>
<td>Questions and clarifications submitted</td>
<td>Wednesday, August 21, 2019</td>
</tr>
<tr>
<td>in writing by 5:00 p.m. CDT</td>
<td></td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>Thursday, August 22, 2019</td>
</tr>
<tr>
<td>Sealed Proposal due before 1:45pm CDT</td>
<td>Tuesday, August 27, 2019</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>Wednesday, August 28, 2019</td>
</tr>
<tr>
<td>Board of Bids and Contracts Recommendation</td>
<td>Thursday, September 12, 2019</td>
</tr>
<tr>
<td>Board of County Commission Award</td>
<td>Wednesday, September 18, 2019</td>
</tr>
</tbody>
</table>

E. Contract Period and Payment Terms
Payment will be remitted following receipt of 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. If required,
Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the
date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past
completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an
additional insured including both ongoing and completed operations, except for professional liability, workers’
compensation and employer’s liability. Certificate shall be provided prior to award of contract. 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).
NOTE: 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.

### Workers’ Compensation:

Applicable coverage per State Statutes

### Employer’s Liability Insurance:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>General Aggregate, per project</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Products and Completed Operations Aggregate</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>

### Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):

Each Occurrence: $1,000,000.00  
General Aggregate, per project: $2,000,000.00  
Personal Injury: $1,000,000.00  
Products and Completed Operations Aggregate: $2,000,000.00

### Automobile Liability:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined single limit</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

### Umbrella Liability:

Following form for both the general liability and automobile

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

### Professional Liability/ Errors & Omissions Insurance:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

### Pollution Liability Insurance:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

### Special Risks or Circumstances:

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

**CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:**

In addition to the above coverages, Contractor shall also provide the following:

### Builder’s Risk Insurance:

In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.
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**

https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions

https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions

https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf
VIII. **Required Response Content**

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 this installation, including a listing of their work experience.
3. The firm’s relevant work experience.
4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or County staff.
6. 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.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Those responses that do not include all required forms/items may be deemed non-responsive.

**MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS**

A. The following specifications are for the procurement of a Nitrogen Generator with an internal compressor.

B. Manufacturer’s standard equipment presumed to be included unless otherwise specified.

C. After award and prior to delivery, an appointment must be made to the Regional Forensic Science Center for scheduling delivery and installation of system.

D. Provide all warranty information.

E. Equipment shall meet or exceed the following descriptions. Any additions, deletions, or variations from the following descriptions must be noted.

<table>
<thead>
<tr>
<th>Specification</th>
<th>Parameter</th>
<th>MEETS SPECIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Flow Rate</td>
<td>up to 60 L/min</td>
<td>Yes</td>
</tr>
<tr>
<td>Max Pressure</td>
<td>116 psi</td>
<td>Yes</td>
</tr>
<tr>
<td>Purity</td>
<td>95-99.5%</td>
<td>Yes</td>
</tr>
<tr>
<td>Max Relative Humidity</td>
<td>80%</td>
<td>Yes</td>
</tr>
<tr>
<td>Max Altitude</td>
<td>2000M</td>
<td>Yes</td>
</tr>
<tr>
<td>Particles</td>
<td>≤ 0.01 µm</td>
<td>Yes</td>
</tr>
<tr>
<td>Phthalates</td>
<td>Phthalate &amp; BHT Free</td>
<td>Yes</td>
</tr>
<tr>
<td>Suspended Liquids</td>
<td>None</td>
<td>Yes</td>
</tr>
<tr>
<td>Non-Methane Hydrocarbon Content</td>
<td>≤ 1 ppm NMHC</td>
<td>Yes</td>
</tr>
<tr>
<td>Operating Temperature</td>
<td>15°C (59°F) to 35°C (95°F)</td>
<td>Yes</td>
</tr>
<tr>
<td>Heat Output</td>
<td>≤ 12,000 BTU</td>
<td>Yes</td>
</tr>
<tr>
<td>Noise Level+</td>
<td>≤ 60 dB</td>
<td>Yes</td>
</tr>
<tr>
<td>Generator Dimensions</td>
<td>Not to exceed 50” (H) x 24” (W) x 36” (D)</td>
<td>Yes</td>
</tr>
</tbody>
</table>
IX. **Response Form**

REQUEST FOR PROPOSAL  
#19-0051  
STAND-ALONE  
NITROGEN GENERATOR with an  
INTERNAL COMPRESSOR

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 ORGANIZATION ________________ COMPANY WEBSITE

ADDRESS__________________________________________ EMAIL_____________________

NUMBER OF LOCATIONS____________NUMBER OF PERSONS EMPLOYED________________

TYPE OF ORGANIZATION: Public Corporation_____ Private Corporation_____ Sole Proprietorship____

Partnership_____ Other (Describe): ________________________________

BUSINESS MODEL: Small Business_____ Manufacturer_____ Distributor_____ Retail_____

Dealer_____ Other (Describe): ________________________________________________

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

__African American (05) __ Asian Pacific (10) __ Subcontinent 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-Woman Owned (55)
__Asian Pacific-Woman Owned (60) __Subcontinent Asian-Woman Owned (65) __Hispanic Woman Owned (70)
__Native American-Woman Owned (75) __Other – Woman Owned (80) – Please specify_________________

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: ______Yes ______No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: ______Yes ______No

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_____;
STAND-ALONE NITROGEN GENERATOR with an INTERNAL COMPRESSOR

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea.</td>
<td>Stand-Alone Nitrogen Generator with an Internal Compressor</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Above pricing should include shipping/handling, 1 year warranty (including one preventative maintenance), and installation to connect to 2 LC-MS/MS instruments.

Make/Model:

Warranty Information:

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.**

Signature______________________________________  Title___________________________________

Print Name______________________________________   Dated __________________________ ____