

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.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR PROPOSAL #20-0004 TWIN COMMANDER AIRCRAFT MODEL 690A MAINTENANCE CONTRACT

January 27, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") desires to contract with a FAA approved repair station, fully equipped, and qualified to do maintenance on a Rockwell Twin Commander aircraft for Fleet Management and the Sheriff's Office. The county may choose to award to more than one vendor based on whether minor or major repairs are involved. Minor repairs will not require the vendor to be a Commander Service Center.

The county may conduct interviews and on site reviews of any shortlisted vendors prior to award.

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 pm CST, Tuesday, February 25, 2020.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders 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 Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response

Sincerely,

Joe Thomas, CPSM, C.P.M. Director of Purchasing

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 514,000 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.

Currently, Sedgwick County Sheriff's Office operates a 1975 Twin Commander Aircraft model 690A, S/N 11287.

III. Objectives

In accordance with the specifications outlined here, it is the intent to receive proposals to provide pricing on the following:

- 1. Establish contract pricing on 150 hour maintenance inspections.
- 2. Maintenance on engines, airframe and avionics.

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 **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 Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, February 25, 2020**. Responses must be <u>sealed</u> 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 pm CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Minimum Qualifications

The successful proposer must:

- 1. Have experience with the equipment, technical ability, personnel and facilities to properly complete, coordinate and administer the contract, if awarded.
- 2. Have proven ability to provide high quality service(s) and/or product(s) within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents.
- 3. Provide product/services following all applicable federal, state, and local laws, regulations, and ordinances.

VI. Scope of Work

Fleet Management and the Sheriff's Office has provided a list of known maintenance required on the aircraft, but not limited to, due to unforeseen requirements, which will result in the repairs of the highest quality possible to meet the requirements, and needs of field personnel and the citizens they serve. Please note any additional repairs that are needed but are not listed.

Aircraft Hourly Inspection and Maintenance

- 1. Schedule and perform all minimum manufacturer required and specified inspections, maintenance, and repairs within ten working days per FAA (Federal Aviation Administration).
- 2. Provide all labor, material, equipment, supplies, and parts needed to provide manufacturer required routine maintenance, inspection, overhaul, replacement, or upgrading of existing equipment and avionics.
- 3. Perform all unscheduled maintenance and repairs within 48 hours of notification.
- 4. If the aircraft is in need of repair and is not able to fly, vendor should have the ability to provide a mechanic/technician to travel to the location of the aircraft and repair the aircraft.
- 5. Provide information (certifications, licenses, etc.) on those individuals who may be assigned to work on aircraft
- 6. Provide a list of all of the firm's clients that own a comparable aircraft and indicate the length of service of each account.
- 7. Provide a copy of the firm's FAA license and any certificates issued by the aircraft's manufacturer that the firm possesses.
- 8. Describe the hourly rates that will be charged. Include emergency and overtime rates, airframe labor, avionics labor and engine labor, if different.
- 9. Provide a copy of the manufacturer's published price list and percentage of discount the firm will offer the County for parts. Please include example with proposal.
- 10. Describe how the county will be charged for work completed.
- 11. Vendor will not increase rates without county's prior approval in writing.
- 12. Provide single point of contact for duration of the contract.
- 13. Provide any other information that the county should consider in evaluating the proposal.

VII. Sedgwick County's Responsibilities

- 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.

VIII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Joe Thomas at <u>joseph.thomas@sedgwick.gov</u> by 5:00 p.m. CST, Wednesday, February 5, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at:

https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the documents column associated with this RFP number by 5:00 p.m. CST, Monday, February 10, 2020. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. <u>Mandatory Requirements</u>

The county desires the best services available. The following requirements are provided to assist vendors in understanding the objectives of the county and submitting a thorough response:

- 1. Vendor must be a FAA approved repair station, fully equipped and qualified to do maintenance on Rockwell International Aircraft and Garret TPE Engines.
- 2. Must have full access to all pertinent FAA regulations, service manuals, airworthiness directives, and service bulletins, applicable to this aircraft and engines.
- 3. All major work must be performed by licensed A& P mechanics who have a combination of: (a) attendance at a factory approved maintenance course on the Twin Commander and (b) within the preceding five years, had a minimum of three years active experience working on Twin Commander Series aircraft and Garret TPE engines.
- 4. The vendor must be able to provide sufficient manpower so as to complete necessary work in a timely manner.
- 5. Vendor shall have access to parts and supplies to perform all proposed work with minimum down time. Parts shall be PMA certified and conform to the requirements specified in the Twin Commander and Garret TPE maintenance manuals.
- 6. Must provide airframe parts warranty.
- 7. Must provide and clarify any applicable FAR compliance requirements.
- 8. Must be certified/licensed for the types of services specified and proposed, and be able to provide copies of all applicable certifications or licenses to perform the services of this agreement.
- 9. Shall have provided services similar to those specified herein for a minimum of five (5) years.
- 10. Must have the capacity to acquire all required permits and/or insurances.
- 11. Must provide appropriate supervision and quality control procedures.

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.

Evaluation Criteria	Points
Ability to meet County's objectives and requirements	30
FAA approved repair station	10
Record of performance, customer retention, and customer support	15
Firm's economic and technical resources, stability, and longevity in the field	10
Vendor's proximity to the County	15
Cost	20
Total	100

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
В.	\$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 Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	January 27, 2020
Questions and clarifications submitted in writing by 5:00 p.m. CST	February 5, 2020
Addendum Issued by 5:00pm CST	February 10, 2020
Sealed Proposal due before 1:45pm CST	February 25, 2020
Evaluation Period	February 25, 2020 - March 10, 2020
Board of Bids and Contracts Recommendation	March 12, 2020
Board of County Commission Award	March 18, 2020

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of two (2) years with two (2) one (1) year options to renew.

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

https://www.sedgwickcounty.org/media/39239/payment and invoice provisions.pdf

F. <u>Insurance Requirements</u>

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).

<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.

Workers' Compensation:		
Applicable coverage per State Statutes		
Employer's Liability Insurance:	\$500,000.00	
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:		
Combined single limit	\$500,000.00	
Umbrella Liability:		
Following form for both the general liability and automobile		
X Required/ Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	
Professional Liability/ Errors & Omissions Insurance:		
X_ Required/ Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	
Pollution Liability Insurance:		
Required/X Not Required		
Each Claim	\$1,000,000.00	
Aggregate	\$1,000,000.00	
Aviation General Liability Insurance:		
Each Occurrence	\$1,000,000.00	
General Aggregate	\$1,000,000.00	
Products and Completed Operations Aggregate	\$1,000,000.00	
Hangar Keeper's Liability Insurance in the amount of at least		
the replacement value of the Aircraft		

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.

IF 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 insured's.	

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

Independent Contractor https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

IX. 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. Copies of all pertinent licensures and certificates.
- 3. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
- 4. The firm's relevant experience, notably experience working with government agencies.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. Proof of insurance meeting minimum insurance requirements as designated herein.
- 9. Those responses that do not include all required forms/items may be deemed non-responsive.

X. Response Form

REQUEST FOR PROPOSAL RFP #20-0004

TWIN COMMANDER AIRCRAFT MODEL 690A MAINTENANCE CONTRACT

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 ORG	SANIZATION	
WEBSITE ADDRESS	EMAIL	
	NUMBER OF PERSONS EMPLOY	
TYPE OF ORGANIZATION: Public Con	rporationPrivate Corporation	Sole Proprietorship
Partnership Other (Describe):		
	Manufacturer Distributor	
	Minority-Owned Business:	
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) – Pleas	se specify	
ARE YOU REGISTERED TO DO BUSI	NESS IN THE STATE OF KS:Yes	No
INSURANCE REGISTERED IN THE ST	TATE OF KS WITH MINIMUM BEST RA	ATING OF A-VIII:YesNo
	CNDA: All addendum(s) are posted to our RFC endum(s) related to this document by going to ng.asp.	Q/RFP web page and it is the vendor's
NO, DATED; NO	, DATED; NO, DATED	
submission format should be by order in wh	lges all requirements, terms, conditions, and so nich sections are listed throughout the document d in proposer's response. Exceptions to any p	nt. All minimum and general requirements
Signature	Title	
Print Name	Dated	