



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
Iris Baker, Purchasing Director

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

REQUEST FOR PROPOSAL
#09-0126
ARCHITECTURAL AND ENGINEERING SERVICES
TO UPDATE MAIN COURTHOUSE ELEVATOR LOBBIES AND RESTROOMS

April 22, 2009

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking a professional architectural/engineering firm to provide full-service professional services to prepare plans and specifications to update the Main Courthouse Elevator Lobbies and Restrooms located at 525 N. Main, Wichita, Kansas.

Please carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, return one (1) original and three (3) copies of the entire Request for Proposal with a comprehensive proposal by **Tuesday, May 19, 2009, not later than 1:45 p.m. CDT** to the Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203. Late or incomplete responses will not be accepted and will not receive award consideration.

A pre-proposal meeting has been scheduled for Wednesday, April 29, 2009, beginning at 2:00 p.m. CDT in the Finance conference room located on the 8th Floor, Suite 823 at 525 N. Main, Wichita, KS 67203. Immediately following the pre-proposal meeting time will be available to tour the site. Attendance at this meeting is not mandatory but is strongly encouraged to assure that all firms receive complete information regarding this project. This will be the only opportunity for a staff-assisted visit to the site.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this solicitation, at the Sedgwick County Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and the use of public facilities, the successful proposer shall understand that portions (potentially all) of their proposal (including any final contracts) will become public record after acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and will not be shared with any other persons not involved with the selection process.

Joe Thomas, C.P.M.
Senior Purchasing Agent

1. 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, as described on the cover page and in the following Background Information section, 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. 57, 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 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 equipment/service which best meets its required needs, quality levels and budget constraints.

2. BACKGROUND INFORMATION AND OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 462,000 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 2,900 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The County desires to select an architectural and engineering firm (hereinafter referred to as "A/E firm") to provide professional services required to update elevator lobbies and restrooms in the Sedgwick County Main Courthouse located at 525 N. Main, Wichita, Kansas. This project will update the elevator lobbies on seven floors (Basement, 1, 2, 3, 4, 8 and 10) to match the improvements already made on previous floors 1, 2, 5, 6, 7, 9 and 11. The improvements will include new ceilings, improved lighting, new tile, and paint in each lobby as well as the adjacent hallways. On each floor the elevators will have smoke seals installed to meet current codes for high-rise buildings. This project also includes upgrades to the public restrooms on floors 2 through 11. The improvements will include new floor tile to match the new lobbies, removing plaster ceilings and replacing with ceiling tiles, new light fixtures, new toilet and sink fixtures, new toilet partitions, new wall tile and paint. All public restrooms shall be ADA compliant.

The members of this firm should have the following expertise and experience. Since this is not meant to be a comprehensive list, please indicate any additional strengths your firm can provide.

- Experience in developing plans, coordinating a design team and administering a project of similar size.
- Mechanical engineering
- Electrical engineering
- Interior design
- Construction cost estimating

3. SCOPE OF WORK and SERVICE SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 Basic Services: A/E firm shall perform full-service professional services including: planning, architectural, engineering, and estimating services. A/E firm represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional. A/E firm will comply with the regulations, laws, ordinances, and requirements of all levels of government applicable to any assigned project.
- 1.2 Programming Phase: After authorization to proceed, the responsibilities of the A/E firm shall include:
1. Consult with County to determine project requirements and review available data in the County's possession.
 2. Determine the scope and related requirements of the project in consultation with the County and based on all available information.
 3. Develop a project schedule defining and establishing all programming, design, and construction activities and milestones in consultation with County staff.
 4. Provide solutions to defined needs.
 5. Meet with County staff, Board of County Commissioners, and others to perform such public relations functions as required and as may be mutually agreed upon.
 6. Prepare preliminary schematic drawings in enough detail to develop a detailed construction estimate.
 7. Furnish all such documents, plans and design data as may be required, and assist in the preparation of the required documents so the County may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.
 8. Prepare any necessary documents for alternate bids requested by the County.
- 1.3 Design Development Phase: Upon completion of Programming Phase, notification and approval by the County that the information is acceptable in all respects to the County and to all governmental agencies and authorities as have jurisdiction over design criteria applicable to the project, the A/E firm shall:
1. Consult with County staff to determine project requirements and review available data in the County's possession.
 2. Determine the scope and related requirements of the project in consultation with the County and based on all available information.
 3. Perform necessary research work as requested.
 4. Develop a project schedule defining and establishing consulting, A/E services, programming, design, and construction activities and milestones in consultation with County Staff.
 5. Provide solutions to solve the defined needs.
 6. Meet with County staff, Board of County Commissioners, and others to perform such public relations functions as required.
 7. Prepare preliminary design documents consisting of preliminary construction plans and outline specifications.
 8. Submit an opinion of probable construction costs including, but not limited to construction costs and contingencies. This opinion will be based on the information contained in the preliminary design documents.

9. Furnish, review, and present preliminary design documents and A/E opinion of probable construction cost to the County.
 10. Furnish all such documents, plans and design data as may be required, and assist in the preparation of the required documents so that the County may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to negotiations with appropriate officials and authorities, including administrative hearings and meetings as reasonably required to obtain such approval.
 11. Prepare any necessary documents for alternate bids requested by the County.
- 1.4 Construction Document Phase: Upon completion of the Design Development Phase, notification, and approval by the County that the design development documents are acceptable in all respects to the County and all governmental agencies and authorities as have jurisdiction over design criteria applicable to the project, the A/E firm shall:
1. Prepare final project plans, specifications, and contract documents which shall include bid forms, instructions to bidders, contract form, bonding and insurance requirements and where applicable, local, state and federal compliance requirements, and assist in the preparation of other related documents.
 2. Furnish all such documents, plans, specifications, and design data as may be required, and assist in the preparation of the required documents so the County may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria applicable to the project, and assist in obtaining such approvals by participating in submissions to negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.
 3. Furnish, present, and review final plans and specifications, contract documents, and all other related documents to the County. In addition, update A/E opinion of probable construction costs.
 4. Prepare any necessary documents for alternate bids requested by the County.
- 1.5 Bidding: After authorization to proceed with the Bidding and Negotiation Phase, A/E firm shall:
1. Assist County in obtaining bid proposals for each prime contract for construction and/or installation of equipment.
 2. Assist the County in identifying the number of additional sets of plans needed for use by the County's prime contractor(s) and subcontractor(s).
 3. Consult with and advise County as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor.
 4. Consult with and advise County as to the acceptability of substitute materials and equipment proposed by the prime contractor.
 5. Assist County in evaluating bids.
 6. Attend the pre-bid conference to encourage competent, responsive and competitive bids and to clarify any questions that may arise about the project during the bidding process.
 7. Provide addendums to bid documents as required.
- 1.6 Construction Administration Phase: During the Construction Phase, the A/E firm shall:
1. Assist the County in identifying the number of additional sets of plans needed for use by the County's prime contractor(s) and subcontractor(s).
 2. Consult with and advise the County and act as its representative as normally expected of a professional A/E firm, including contract administration. The County's instructions to the contractor will be issued by A/E firm through a project manager assigned to the project by the Project Services Office of the Sedgwick County Facilities Department. The A/E firm

will have the authority to act on behalf of the County to the extent authorized by the County.

3. Provide a minimum of one visit to the site per week. The purpose of providing this service is to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans, specifications, and contract documents. The A/E representative will verify the completed project conforms to the final plans, specifications and contract documents. During construction the A/E representative shall keep the County informed in writing and include digital photographs of the progress of work and shall endeavor to protect the County against defects and deficiencies in the work of the contractor(s); and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications, or contract documents. Photographs taken during the project shall become part of the permanent project record and hard copies shall be submitted to the County at the end of the project.
4. Take appropriate action to review and approve submittals of appropriate drawings, samples, etc, as they relate to the design concepts, shop drawings and samples; the results of test and inspections and other data which contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans, specifications, and the contract documents; determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspections, which are to be assembled by the contractor in accordance with the final plans, specifications, and contract documents. Some submittals must also be approved by the County as directed.
5. After approval from the County, issue instructions to contractor and prepare all change orders as required: A/E firm may, as County's representative, require special inspection of testing of the work and shall act as interpreter of the requirements of the final plans, specifications, and contract documents and act as judge of the performance thereunder by the parties hereto. The fee for these services must be included in proposals for each project.
6. Based on the A/E firms on-site observations as experienced and qualified design professionals and on review of contractor's applications for payment and the accompanying data and schedules, shall advise the County as to the amount owing to contractor(s) and indicate whether the amount is approved; such approvals of payment will constitute a representation to the County, based on observations and review, that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications, and the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans, specifications, and contract documents, and to any qualifications stated in its approval).
7. Conduct inspections to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications and contract documents. If each contractor has fulfilled all obligations including all documents, guarantees, manuals, bonds, warranties, as-built drawings, etc., are turned over to the County then the A/E firm shall indicate to the County, in writing, that final payment should be made to each contractor.
8. Conduct such inspections as are necessary to determine the pending completion of work or portions thereof and prepare a list of incomplete, unsatisfactory items and a schedule for their completion.

2. SERVICE SPECIFICATIONS

The successful firm will become an integral firm member for all aspects of the project. The County intends to award these A/E services based on an evaluation of all proposals received. Following is a general outline of the type of work to be performed by the successful firm.

Broadly stated, the County desires to seek A/E services to:

- 2.1 Prepare, review and revise all project plans and specifications for constructing this addition.
- 2.2 Provide an ergonomically correct work site for all staff and full ADA compliance throughout the facility.
- 2.3 Prepare and update project estimates based on architectural, structural, mechanical, electrical, interior design, and all other associated elements needed to provide the County with the most accurate detailed estimates possible.
- 2.4 Provide construction estimates at the end of the design phase and prior to initiating construction documents to include:
 - 2.4.1 Utility relocation estimates;
 - 2.4.2 All special use permits, plan review fees, code review fees, and engineering review fees;
 - 2.4.3 Any other professional fees or services such as structural and mechanical;
 - 2.4.4 Assistance in estimating all associated owner's costs; and
 - 2.4.5 Detailed estimate by division of materials, quantity, labor, contractor's overhead and profit, contractor's contingency, general conditions.
- 2.5 Assist the County in determining the number of bid packages needed to provide the most affordable construction cost.
- 2.6 Additional related services as mutually agreed by the County and the selected A/E firm.
- 2.7 Weekly progress meetings during construction.
- 2.8 Prepare all presentation materials used for public meetings to include 1 color rendering.

4. MANDATORY FIRM REQUIREMENTS

These guidelines are provided to assist participating firms in formulating a thorough response. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful firm shall ensure/understand that:

1. Project must meet local, state, and federal guidelines as applicable.
2. The safety of County staff and the public is paramount and must be considered in all project design and construction phases.
3. The firm will work closely with County staff during all phases of the required work. Because the successful firm will be considered a key part of the project management team, a strong, positive working relationship must be maintained.
4. The firm will provide a single point of contact for the duration of the project.
5. The firm will ensure timely completion of plans, specifications, and response to County staff questions.
6. Initial response to County questions must occur within 24 hours of contact by the County.
7. Plans and specifications must be accurate and fully coordinated between all disciplines and be in full code compliance.
8. The firm will provide timely execution to administrative procedures related to the project such as change order proposals, shop drawings, contractor pay requests, etc.
9. The firm will provide timely follow-up on final inspection and punch list in a complete fashion.
10. The firm will maintain Architect's Errors and Omissions Insurance, and a Primary Comprehensive General Liability Policy combined single limit. Evidence of such coverage must be provided to the County at the time that responses are due.

11. The firm shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed under this agreement.
12. The firm will adhere to the AIA Kansas Bylaws, AIA Code of Ethics and Professional Conduct.
13. The firm and all subcontractors shall maintain professional licenses needed to perform work in Sedgwick County and the State of Kansas. A copy of each license must be provided to the County at the time that responses are due.
14. The firm will meet with applicable County departments to review project status, project budget, and project planning. These meetings will be scheduled at a time agreed on by the Project Manager, any applicable County department(s), and the A/E firm.
15. The firm will include as a team member, individual(s) who have specific hands-on experience in planning and designing projects similar in size and scope within the last five (5) years.
16. The firm will utilize established County standards including, Space Standards Manual and Ergonomic Chair Standards. The County will bid furniture for administrative and building operations, but the firm will need to show the outline of this furniture in all floor plans.
17. The firm will provide 3 construction estimates and provide assistance in developing owner's costs after schematic design, design development and construction document phase after design development and prior to bid process.
18. Any out-of-area A/E firm selected as prime contractor must establish a full-time local office for the duration of the project. In lieu of a local office, an out-of-area A/E firm can partner with a local architectural firm.
19. All media, citizen, and public official requests for information are to be directed to the Sedgwick County Communications Office at 660-9370.

5. PRE-PROPOSAL MEETING

A pre-proposal meeting has been scheduled for Wednesday, April 29, 2009, beginning at 2:00 p.m. CDT in the Finance Conference Room located on the 8th floor, Suite 823 of the Sedgwick County Courthouse located at 525 N. Main, Wichita, Kansas, 67203. **Attendance at this meeting is not mandatory but is strongly encouraged to assure that all firms receive complete information regarding this project.** This will be the only opportunity for a staff assisted visit to the site.

6. QUESTIONS AND CONTACT INFORMATION

Any questions regarding this document must be submitted in writing to both Joe Thomas at jethomas@sedgwick.gov and Sandy Anguelov at sanguelo@sedgwick.gov by 5:00 p.m. (CDT) Tuesday, May 5, 2009. 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/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. (CDT) Tuesday, May 12, 2009. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.**

7. TENTATIVE TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. Contact Joe Thomas, Purchasing Department at (316) 660-7265 to confirm any/all dates.

Request for Proposal Issued-----Wednesday, April 22, 2009
Pre-Proposal Meeting at 2:00 p.m. CDT-----Wednesday, April 29, 2009
Questions submitted in writing by 5:00 p.m. CDT-----Tuesday, May 5, 2009
Last Addendum Issued by 5:00 p.m. CDT-----Tuesday, May 12, 2009
Proposal Responses Due by 1:45 p.m. CDT-----Tuesday, May 19, 2009
Proposal Evaluations and Interviews -----Wednesday through Thursday, May 20-28, 2009
Board of Bids and Contracts Recommendation -----Thursday, May 28, 2009
Board of County Commissioners Award -----Wednesday, June 3, 2009

8. SEDGWICK COUNTY'S RESPONSIBILITIES

To assist the A/E firm, Sedgwick County will do the following:

1. Provide to A/E firm all information, as legally allowed, in possession of the County, which relates to the County's requirements for the project or which is relevant to the project.
2. Assist the A/E firm in obtaining permission to enter public and private property as required for A/E firm to perform services. The County will acquire the necessary easements and/or property.
3. Examine all studies, test results, reports, sketches, drawings, specifications, and proposals, and other documents presented/forwarded by A/E firm.
4. Designate a person to act as the County's representative with respect to the work to be performed under this Agreement for the project. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, equipment, elements, and systems pertinent to A/E's services.
5. Pay for reproduction costs associated with the bid process for this project such as blueprinting, photocopying, photographs, printing, binding, plans, and specifications, etc. However, the County will ask the successful firm to assist in estimating these costs.
6. Provide established County standards including, Space Standards Manual and Ergonomic Chair Standards to the A/E firm.

9. SELECTION CRITERIA

Criteria used for selection will include, but not be limited to: depth and breadth of planning, architectural design and engineering experience, size and scope of previous projects, quality and experience of assigned personnel, etc. The lowest price proposed may not have a direct bearing on the final selection.

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:

1. Ability to meet or exceed all Request for Proposal conditions and instructions as outlined herein.
2. Competence to perform the specified and mandatory services as reflected by technical training and education, experience in providing required services, and the qualifications and competence of persons who would be assigned to perform the services.
3. Capacity to perform the services in the required time as reflected by workload, availability of adequate personnel, equipment, and facilities.
4. Past performance with respect to cost control, quality of work, value engineering and ability to meet deadlines. This shall be determined in part by a check of references for similar projects and/or services provided for governmental entities or organizations of similar size and scope.

5. Depth and variety of disciplines. Firms should clearly identify all disciplines available and indicate those within the firm and those that will be subcontracted to others.
6. Ability to manage projects simultaneously and expeditiously, approach to problem/task resolution, methodology/data gathering techniques and procedures, and teamwork.
7. Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.
8. Sedgwick County will select a firm that includes as a team member, individual(s) who have specific hands-on experience in planning and designing projects similar in size and scope within the last five (5) years.

Proposals will be screened by a Review Committee comprised of: Senior Purchasing Agent, County Project Manager, and County Facilities Manager. This committee may select a limited number of prospective firms for interview prior to recommending a firm for award.

A Review Committee recommendation will be made to the Board of Bids and Contracts at its regular meeting, Thursday, May 28, 2009, at 10:00 a.m. CDT, in the County Commission meeting room, third floor of the Sedgwick County Courthouse, 525 North Main, Wichita, Kansas, although this date or location could change.

The Board of County Commissioners will award a contract at its regular meeting Wednesday, June 3, 2009, in the County Commission meeting room, although this date or location could change.

NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY COMPANY AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE COMPLETION OF THE REQUEST FOR PROPOSAL PROCESS, OTHER THAN THE EMPLOYEES IDENTIFIED IN THIS DOCUMENT. SUCH ACTIVITY MAY BE CAUSE FOR DISQUALIFICATION OF CONSIDERATION FOR AWARD OF THIS PROJECT.

Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations.

10. CONTRACT PERIOD & PAYMENT TERMS

A contractual period will begin following Board of County Commissioners (BOCC) approval of the successful firm and will be for the duration of the project. A formal contract for professional services will be issued utilizing AIA B141 parts 1 and 2 with amended Conditions (Attachment A). The form of the contract is attached has been approved as to form by the County Counselor's Office. This contract, with the supplemental conditions, is a standard contract used by the County in these types of projects. The terms of the conditions of the contract are not subject to negotiation unless clearly required by unique circumstances.

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.

11. 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.**

12. INSURANCE REQUIREMENTS

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.

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

13. 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.

14. PROPOSAL CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 180 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.

10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
17. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
19. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.

22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
23. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
24. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. 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.**
25. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
26. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
27. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
29. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
30. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

PROPOSAL RESPONSE FORM
#09-0126
ARCHITECTURAL AND ENGINEERING SERVICES
TO UPDATE MAIN COURTHOUSE ELEVATOR LOBBIES AND RESTROOMS

All firms interested in responding must complete and return one (1) original and three (3) copies of the entire document (without contract) with a comprehensive proposal to the Sedgwick County Purchasing Department at 525 N. Main, Suite 823, Wichita, KS 67203-3672 on or before 1:45 p.m. CDT, Tuesday, May 19, 2009.

The undersigned, on behalf on the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm or corporation making 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 understand 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.

LEAD FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

GENERAL NATURE OF BUSINESS _____

TYPE OF ORGANIZATION (check one): _____ Sole Proprietorship _____ Partnership _____ Incorporated

_____ Public Corporation _____ LLC

_____ MINORITY BUSINESS ENTERPRISE _____ WOMAN-OWNED BUSINESS ENTERPRISE

_____ SMALL BUSINESS ENTERPRISE _____ MANUFACTURER _____ DISTRIBUTOR

_____ RETAIL _____ DEALER _____ SERVICE _____ NUMBER OF LOCATIONS

_____ NUMBER OF PERSONS EMPLOYED

We acknowledge receipt of the following addendums: (#1) _____ (#2) _____ (#3) _____ (#4) _____

Responses should be organized in the following format:

1. WE, _____, PROPOSE TO PROVIDE THE PROFESSIONAL SERVICES PER THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL FOR \$_____.

The completion of constructions plans and specifications for the building will take _____ number of calendar days.

We also certify that this proposal is valid for 180 days from the day this proposal and attached information is received and filed by Sedgwick County.

NOTE: This proposed fee shall be in an amount sufficient to cover traditional reimbursable costs such as:

- a. Transportation and subsistence expenses of employees, principals and partners incurred during travel.
 - b. Communication expenses such as long distance telephone, telegraph, facsimile, express or messenger charges, and postage.
 - c. Sub-consultant expenses for special services for associated consultants, such as structural, mechanical and electrical engineering, geo-technical investigation and reports, testing, and observation, etc.
 - d. Specialized equipment including computers, computer time, software, printers, scanners, etc.
 - e. Progress prints and in-house plots.
 - f. Should not include any charges for personnel bonuses, employee training, employee morale programs, principal bonuses, general liability, auto liability, or professional liability insurance.
2. Provide a description of each firm included on the project team such as their organization, size and nature of staff, office facilities available, and a description of any special equipment such as computer aided design systems, etc.
 3. Provide data on the each firm's background, expertise and qualifications, including a representative list of current projects and projects completed in the last five years, project descriptions, contract amounts, scheduling data, types of services performed, etc. Photographs would be helpful.
 4. Describe specific cost savings measures, affected by your services on past projects and their magnitude. Describe by example how project schedules were improved or expedited to the County's benefit. Provide the same data for each team member.
 5. Provide the name of the Project Architect/Engineer who will be the primary point of contact for the architectural portion of the firm, and include the amount of time this individual is projected to be providing these services, and related experience, specialization, professional achievements, etc. Specify the length of time that permanent point of contact has been licensed. Provide data on past performance in maintaining project budget and schedules.
 6. Provide the name of the remaining project staff and include the amount of time each is projected to be providing these services, and related experience, specialization, professional achievements, etc. of these individuals.
 7. Describe how the lead firm will organize and manage efforts as the prime consultant. How will requested expertise and experience be provided? How will the lead firm provide quality control over all specifications and drawings? A project organizational chart would be helpful.
 8. Provide 5 references of similar size and scope. References should include company name, address, contact person, telephone number, job date, job site location, and scope of work. These references should be for those individuals familiar with your work, capability, and performance. It would be most helpful to include past contacts for services of similar size and scope.
 9. What support is expected from Sedgwick County in terms of staff support or other services?
 10. Additional information necessary to assist the County in evaluating your proposal may be listed here.

Signature _____

Title _____

Date _____