



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
09-0128
ICE COVER for INTRUST BANK ARENA (5.14)

April 24, 2009

Sedgwick County, Kansas (hereinafter referred to as "the County") is soliciting proposals from qualified firms to provide an ice floor to cover the ice surface for various assembly events. It is anticipated that an official purchase order will be issued after award by Board of County Commission.

This document provides information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, you must submit one (1) original and two (2) copies of the entire document, along with any additional information requested in a sealed container/envelope to the Sedgwick County Purchasing Department, 525 N. Main Street, Suite 823, Wichita, KS 67203, **on or before 1:45 p.m. CDT, Tuesday, May 19, 2009**. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

All questions regarding this document should be submitted in writing to Kandace Johnson, Senior Purchasing Agent at email: kjohnson@sedgwick.gov and Dallas Shaffer, Purchasing Agent at email: drshaffer@sedgwick.gov no later than 5:00 p.m. CDT, May 1, 2009. Any questions of a substantial nature will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFP's to the right of the RFP number and description, by 5:00 p.m. CDT, May 6, 2009. Vendors are responsible for checking the web site and acknowledging any addendums in their response form.

TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice.

Request for Proposal Issued	April 24, 2009
Questions Due by 5:00 p.m. CDT	May 1, 2009
Response to questions posted by 5:00 p.m. CDT.....	May 6, 2009
Sealed proposals due before 1:45 p.m. CDT.....	May 19, 2009
Review proposals	May 20 through May 27, 2009
Board of Proposals and Contracts recommendation	May 28, 2009
Board of County Commission award	June 3, 2009

Kandace Johnson, CPPB
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 that best meets its required needs, quality levels and budget constraints.**

2. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any related information or communication required verifying the ability of proposers to provide product/services in response to this document. A review committee will evaluate proposal responses and select the proposal for award that appears most beneficial for Sedgwick County. Representatives of Sedgwick County will judge each proposer's response as determined based on the following criteria, in no particular order:

1. Meeting all Request for Proposal Conditions, miscellaneous instructions, qualifications and requirements as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Relevant experience and knowledge in providing similar products.
3. Demonstrated success, as verified by references.
4. Quality, performance, warranty and lifecycle cost of product proposed.
5. Proposing services and product described herein with the most advantageous and prudent methodology, costs and schedule to the County.

3. 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 the expertise and experience to perform the work in conformance with the contract.
3. 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.
4. Provide product/services following all applicable federal, state, and local laws, regulations, and ordinances.

4. GENERAL REQUIREMENTS

Product proposed must:

1. Must be new.
2. Provide manufacturer name, model proposed and include specifications.
3. Provide a lead time for production. This information shall be used in an effort to minimize storage and manage coordination of delivery.
4. Describe processes through delivery and installation (if vendor installs).
4. Provide a minimum of ten (10) year warranty.
5. Guarantee pricing for one (1) year.

5. MINIMUM REQUIREMENTS and SPECIFICATIONS

The specifications outlined in this document are based on ArenaDeck or equal. The specifications outlined herein are intended to serve as minimum specifications and proposers responding to this document shall meet or exceed the specifications outlined. **Any exceptions to the specifications should be clearly identified and detailed in proposer’s response.**

Item #	Requirement/Specification	Yes	No	Comments
1.	Ice Cover – 200’ x 85’ x 1” with 28’ radius			
2.	Moisture resistant and ideal for placing directly over indoor ice surfaces for conversion of the rink to other activities.			
3.	Have insulation qualities protecting the ice surface.			
4.	Sheets shall be a standard size of one (1) inch thick, a minimum of four (4) feet wide and eight (8) feet long.			
5.	Each sheet shall be consistent in size and manufactured of Fiberglass/polymeric/Urethane composite or approved equal.			
6.	Weight: Maximum 2.2-lbs./sq. ft.			
7.	R-Value: Minimum 2.84			
8.	Compression Strength: Minimum per ASTM D-1621-73 is 500-lbs. PSI.			
9.	Flame Spread: per UL-94HB Fire Retardant			
10.	Environmentally safe featuring NO Formaldehyde or Asbestos Additive.			
11.	Ice Cover shall be cut by SMG Operations staff, DO NOT CUT sheets. Alternate pricing should be submitted for vendor cutting pieces on site.			

6. DESIRED REQUIREMENTS and SPECIFICATIONS

The following desired requirements and/or specifications may be used to assess the capability and methodology of a proposed solution during the evaluation process to determine best value. They represent highly desired, but not mandatory requirements. **Proposers must include an explanation for each item that describes how their solution complies or does not comply with that feature.**

Item #	Requirement/Specification	Yes	No	Comments
1.	Each sheet to be reinforced with layers of continuous strand woven fiberglass.			
2.	Waffle underside.			

7. DELIVERY, INSTALLATION and LEADTIME

The following are requirements established for delivery of product:

1. Equipment will be delivered to Intrust Bank Arena dock (vendor is responsible for getting product off the truck and in arena), 500 E. Waterman, Wichita, KS 67202, as directed by County.
2. It is anticipated that delivery will occur between October 1 and November 15, 2009 and will be coordinated with the successful vendor. In the event of delay to delivery once the order is placed, proposers should include a storage cost in the response form, if applicable.
3. All costs associated with delivery shall be included in cost (this includes any surcharges).

8. TERMINATION

The County reserves the right to cancel the purchase order and discontinue services with a thirty (30) day written notice as a result of the failure of the provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

9. INSURANCE REQUIREMENTS and INDEMNIFICATION

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, 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

10. 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.

11. 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 120 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

12. PROPOSAL CONTENT

The proposal response should be organized in the following format and information sequence:

1. State full name and address of your organization and provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to deliver a quality product.
2. Provide a list of four (4) past or current client references; include organization, address, date of services, scope of services/product, contact person, telephone number, and an email address.
3. Clearly address in sequential order each of the minimum qualifications listed in Section 3, page 2.
4. Clearly address in sequential order each of the general requirements listed in Section 4, page 2.
Proposers must clearly delineate and describe in detail any exceptions to the requirements and specifications.
5. Clearly address in sequential order each of the minimum requirements/specifications listed in Section 5 page 3. *Proposers must clearly delineate and describe in detail any exceptions to the requirements and specifications.*
6. Clearly address in sequential order each of the desired feature listed in Section 6, page 3.
7. Provide complete warranty information.
8. Complete and return the completed Proposal Response Form that is provided at the end of this document.

PROPOSAL RESPONSE FORM
#09-0128
ICE COVER for INTRUST BANK ARENA

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and 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.

FIRM NAME _____

CONTACT _____ E-MAIL _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

COMPANY WEBSITE ADDRESS _____

TYPE OF ORGANIZATION: Check all which apply:

Public Corporation _____ Private Corporation _____ Sole Proprietorship _____ Partnership _____

Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

Minority Business _____ (Certification #) _____ Woman-Owned Business _____

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/purchasing under online services; current RFP's to the right of the RFP number and description.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for delivery and installation of ICE COVER / CARTS in accordance with proposal requirements and specifications, for the price of:

Item	Quantity	Description	Unit Price	Extended Price
1.	532	Ice Cover	\$	\$
Optional Equipment and Services				
2.	13	Transport Carts (with wheels and stackable)	\$	\$
3.	12 each	Standard Attic Stock (Extra pieces)	\$	\$
4.	8 each	Solid Attic Stock (Extra pieces)	\$	\$
5.	1 Job	Installation including cutting pieces on site by vendor		\$

Storage rate (per day), if applicable \$ _____

State manufacturer's lead time for product in calendar days (this information will be used for planning purposes) _____

Signature _____ Title _____

Printed Name _____ Date _____