



**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
#20-0016
GYM MEMBERSHIP SERVICES**

January 27, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Gym Membership Services. 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 **1:45pm CST, Tuesday, February 18, 2020.**

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

Sincerely,

**Joe Thomas, 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. 65, 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 508,000 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 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Gym Membership Services. The following objectives have been identified for this contract:

- A. Acquire Gym Membership Services meeting the parameters, conditions and requirements presented in the document.
- B. Establish contract pricing, starting no later than April 1, 2020, with the vendor that has been chosen by the RFP committee based off the evaluation criteria.
- C. Acquire Gym Membership Services with the most advantageous overall cost to the county.

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:

Joseph Thomas
Sedgwick County Division of Purchasing
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY, February 18, 2020. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date. No information other than the respondent's name will be disclosed at bid opening.

V. Scope of Service

This section lists the criteria to be considered in evaluating the ability of vendors interested in providing the service specified in this solicitation document. All requirements along with the questionnaire found below must be addressed in the vendor's proposal response.

Please provide information requested throughout this RFP on the following Gym Membership Services. The following requirements outline the design and performance requirements for this RFP. Requirements are provided to assist vendors in submitting a thorough response that meets the county's objectives. Content in this section will be addressed in the questionnaire to follow.

The county is seeking a gym membership contractor that can provide comprehensive, quality membership services to participating employees and family members of the county. It is the intent of the county to select one or more facilities "gyms" that can deliver a full array of high quality, cost-effective membership services. The goal of the county is to drive healthier behaviors and outcomes of Sedgwick County employees and their family members.

Required services include:

1. Monthly discounted membership corporate rates for employees and their eligible family members (as outlined by the contracted facilities)
 - i. Include corporate rates in response.
2. Member Tracking and Reporting
 - i. Produce reports electronically to the county in an agreed upon timeframe and format.
 - ii. Identify number of visits and other required information within agreed upon timeframe for employee and family members.
 1. If only a family member has attendance, facility must be able to identify employee in report.
 - iii. Only bill the county for the employees/family members who meet the set upon criteria.
 - iv. Facility must be able to handle the administration of the program set up, tracking and billing.
3. Offer multiple locations within a 50-mile radius to Wichita, Kansas.

Optional services can include:

1. Personal Training Sessions
2. Nutritional Counseling
3. Wellness (Risk-Targeting) Programs
4. Other wellness programs/resources the contracted facility deems valuable

VI. Sedgwick County's Responsibility

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- Remit monthly payment in ACH format.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Joe Thomas at joseph.thomas@sedgwick.gov by **5:00 p.m. CST, Friday, January 31, 2020**. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at: www.sedgwickcounty.org/finance/purchasing.asp, under view current RFQs and RFPs; to the right of the RFP number by **5:00 p.m. CST, Wednesday, February 5, 2020**. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response.

Proposers shall:

1. Have a minimum of 3 years' experience in providing services similar to those specified in this RFP.
2. Have an expertise understanding of industry standards and best practices.
3. Have proper certifications(s) and/or license(s) for the services specified in the RFP
4. Have appropriate material, equipment and labor to perform specified services.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP and live demonstrations or interviews, if required. 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. County staff will judge each response as determined by the scoring criteria below:

Component	Points
a. Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response	20
b. Proven ability to provide high quality service	20
c. Reporting and Tracking capabilities	40
d. The most advantageous proposal as determined by the County	20
Total Points	100

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline

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

Distribution of Request for Proposal to interested parties	January 27, 2020
Questions and clarifications submitted in writing by 5:00 p.m. CDT	January 31, 2020
Addendum Issued	February 5, 2020
Sealed Proposal due before 1:45pm CDT	February 18, 2020
Evaluation Period	February 18 – March 6, 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 April 1, 2020, following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year with four (4) one (1) year options to renew.

It is the intent of Sedgwick County to lock the terms, conditions, and costs for the initial one (1) year period. Each vendor should clearly delineate exception if an escalation/de-escalation approach is being proposed.

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

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

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 it's 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	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required/ <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

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

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

http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/Mandatory%20Contractual%20Provisions.pdf

Sample Contract

http://www.sedgwickcounty.org/purchasing/pdf_files/Sample%20Contract.pdf

VIII. Required Response Content

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

- A. 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.
- B. Provide a description of your firm and include qualifications, experience, depth of staff and quality control processes.
- C. Provide applicable certifications/licenses as deemed necessary by local, state, and federal laws.
- D. Provide a list of facility locations within a 50 mile radius of Wichita, Kansas.
- E. Provide a project plan and timeline for implementation.
- F. Provide a signed, completed Proposal Response Form.
- G. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

**REQUEST FOR PROPOSAL
#20-0016
GYM MEMBERSHIP SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

STATE OF INCORPORATION or ORGANIZATION _____ COMPANY WEBSITE _____

ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

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

__ African American (05) __ Asian Pacific (10) __ Subcontinent Asian (15) __ Hispanic (20)

__ Native American (25) __ Other (30) - Please specify _____

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

__ Not Minority -Woman Owned (50) __ African American-Woman Owned (55)

__ Asian Pacific-Woman Owned (60) __ Subcontinent Asian-Woman Owned (65) __ Hispanic Woman Owned (70)

__ Native American-Woman Owned (75) __ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

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

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____