

(_____) Published in The Wichita Eagle, Friday, April 22, 2016

REQUEST FOR PROPOSAL NO. – FP640022

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., FRIDAY, MAY 20, 2016.** **One (1) original and ten (10) copies of the proposal are required.** Envelopes must be marked **“Request for Proposal FP640022”** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION

Facility Condition Assessment & Continuous Lifecycle
Cost Management Services

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <https://ep.wichita.gov>.

A **PRE-PROPOSAL CONFERENCE** will be held at the 12th Floor Finance Conference Room, City Hall, 455 N Main, Wichita, Kansas, on **Wednesday, May 11, 2016 at 10:00 a.m.**

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Friday, May 20, 2016.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 19th day of April, 2016.

Melinda A. Walker
Purchasing Manager

ATTENTION

A PRE-PROPOSAL CONFERENCE WILL BE HELD
AT THE 12th FLOOR FINANCE CONFERENCE ROOM,
455 N MAIN

WICHITA, KS

AT 10:00 A.M.

ON

WEDNESDAY, MAY 11, 2016

THE PURPOSE OF THE MEETING WILL BE TO REVIEW
REQUIREMENTS AND SPECIFICATIONS
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

ATTENDANCE AT THIS PRE-PROPOSAL IS **RECOMMENDED**
FOR THOSE FIRMS SUBMITTING PROPOSAL
AS A PRIME CONTRACTOR.

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NOTICE...NOTICE...NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
 - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

Request for Proposal
For
Facility Condition Assessment
And
Continuous Lifecycle Cost Management
Services

City of Wichita

Table of Contents

Program Overview	1
A. Services Requested.....	1
B. Description of Facilities and/or Infrastructure to be Assessed.....	1
C. Program Objectives	1
Schedule.....	2
Submission Requirements	3
Evaluation Criteria	4
Appendix	
A.1 List of Assets to be considered	

Project Overview

The City of Wichita Kansas (City) requests proposals from firms for facility condition assessments, deferred maintenance, and associated continuous lifecycle cost management support services as described herein. For the purpose of this RFP, “Firm” refers to any entity that is qualified to provide a program that includes the services listed in this request and meets the requirements listed. The City intends to select a Firm and to award a single contract to perform a cost-effective Facility Condition Assessment and Life-cycle Cost Management program. The program may take place in a comprehensive nature or may take place in multiple phases.

A. Services Requested

The City intends to identify significant capital, deferred maintenance, and repair costs in this program. Additionally, the City may upgrade outdated and obsolete equipment through future identified improvements. In general, the services will include, but are not limited to:

- Identify and document current infrastructure conditions, particularly deficiencies, through a thorough analysis of the City of Wichita assets and facilities
- Utilize a Commercial off-the Shelf (COTS) software platform with a fully functional relational database management system for maintaining all project data to determine future funding requirements and monitor ongoing code compliance/plant adaptation issues
- Recommend corrections for all deficiencies, with accompanying cost estimates
- Forecast future facility renewal costs
- Rank and prioritize all capital needs and apply multi-year budgets to define an annual capital spending plan
- On-going efficiency recommendations and life cycle cost management support

A critical aspect of this program is continuous lifecycle cost management. From a total cost of ownership perspective, the City wishes to explore the Firm’s strategies for monitoring, analyzing, reporting, and providing transparency for all aspects of the facility management operations. These strategies should provide both technical and executive decision-making support to the City staff and stakeholders.

B. Facilities and/or Infrastructure to be Included

The number of facilities with gross square feet is listed as an Attachment to this RFP document. The City may choose to add or delete buildings and/or infrastructure in future phases as task orders or an addendum to this contract. Scope may include existing or new infrastructure.

C. Program Objectives

1. Identify and quantify all deficient conditions in terms of deferred maintenance, capital repair/plant renewal, and adaptive reuse (including building and fire/life safety code non-compliance issues).
2. Describe clearly and accurately the cause or nature of each deficient condition and devise methods of correction for each deficient condition (project development).
3. Classify, rank and prioritize all deficient conditions and projects concerning associated building systems and deficiency classifications by priority and anticipated life-cycle impact.

4. Identify the extent of the facility renewal liability.
5. Identify, prioritize, and implementation plans for infrastructure improvement programs that best take advantage of available funds and improve facility functions.
6. Identify the resources and approach needed to maintain the operability, suitability, and value of the physical assets given their current function.
7. Develop a long-range comprehensive financial planning process that properly identifies the optimum reinvestment rates to preserve (or enhance) the value of the City's facility assets.
8. Provide a strategy to continuously update facilities information for Current Replacement Value, and Facilities Condition Needs Index that reflect deferred maintenance and infrastructure projects as they are implemented.
9. Utilize a Commercial off-the Shelf (COTS) software platform with a fully functional relational database management system for maintaining all project data to determine future funding requirements and monitor ongoing code compliance/plant adaptation issues. Database must be capable of storing, analyzing, reporting and updating the facility condition data.
10. Utilize a Commercial off-the Shelf (COTS) software platform with a fully functional time series data base to capture, analyze and validate data and perform real-time lifecycle cost management.
11. Ensure that client staff are fully involved/trained in the assessment process so that they can self-perform future evaluations.
12. Utilize when possible, local expertise to execute/support the project objectives. Provide schedule for review of milestones.

Projected Schedule

Release RFP	April 19, 2016
Pre-proposal Meeting	May 11, 2016
RFP Responses Due	May 20, 2016
Interviews	May 31, 2016
Contract Approval	June 21, 2016
Program Kickoff	June 27, 2016

INSTRUCTIONS FOR SUBMITTING PROPOSAL

Firms wishing to respond to this Request for Proposals shall submit ten (10) copies of the information requested in a sealed envelope not later than 3:00 pm May 20, 2016.

VIA DELIVERY

City of Wichita
Purchasing Office
12th Floor City Hall
455 N Main
Wichita, KS 67206

Please mark the front of the envelope:

"Sealed RFP Response – City of Wichita Kansas Facility Condition Assessment"

Proposals received after the date of closing will not be considered. All questions relative to this RFP must be submitted in writing to Rick Stubbs, Program Manager-Facilities Construction, at 455 N. Main, 8th Floor, or at rstubbs@wichita.gov.

Submission Requirements

The following information is to be submitted for final selection of the Firm. This is the total response required at this time; however, failure to provide all required information in the outline shown below may result in disqualification. The submission document must be outlined in the following order:

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY

2. FIRM'S BACKGROUND AND CAPABILITIES

- Describe your Firm including number of years in business and offerings
 - Provide address of office from which this project would be implemented and managed. If any personnel for this project are assigned outside of this office or branch, identify where the office is located. Identify how long the local branch office has been in business under the current name.
 - Describe your Firm's local presence and current customers in the area.
 - Describe the complete range of services and capabilities your Firm offers; such as engineering, design, auditing, energy, installation, maintenance, commissioning, life-cycle cost management, measurement and verification, training, etc.
 - List all services that your Firm performs with your own employees vs. those subcontracted.
 - Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.
 - Demonstrate your Firm's expertise in building operations and equipment maintenance support
1. **Project team:** The Firm should include an organizational chart that depicts reporting responsibilities of proposed team members from company officers to professional field staff, including resumes for each team member. If more than one company is on the team, clearly identify the prime and the role of each partner and experience collaborating on facility programs. Identify if any of the members are assigned to an office in locations other than Wichita.

2. **Project experience:** The Firm should provide a summary of its team’s experience to deliver the project objectives. The team should provide at least three examples of programs that demonstrate the value and impact of the team’s approach. Please list references and provide contact details.
3. **Program Approach:** The Firm should provide their proposed technical approach, management plan and lifecycle cost support.
 - **Software Tools:** Describe the proposed COTS software and its ability to meet the project objectives for facility assessment and lifecycle cost management
 - **Technical Approach:** This should include a detailed description of the how the program objectives will be met.
 - **Management and Implementation Plan:** Explain your approach to each component of the program to provide maximum value to the City.
 - **Life Cycle Support Services:** Describe your Firm’s strategies for ongoing life cycle support in terms of: coaching, project development and continuous lifecycle cost management services.
4. **Schedule:** The Firm should provide a proposed schedule to implement the comprehensive program.
5. **Optional Offerings:** The Firm may detail additional offerings that would bring value to the City.
6. **Financial Approach:** Clearly identify the financial approach to achieve the objectives stated in this solicitation. Include any upfront costs, ongoing subscriptions and options for ongoing support.

B. Evaluation Criteria

The City of Wichita will use the following criteria in evaluating proposals received in response to this RFP. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the Firm in its proposal. Consideration may also be given to any additional information helpful to the City.

Completeness of Proposal: Any proposal that does not contain each element described in this RFP, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

Scoring Criteria:

- | | |
|-----|---|
| 15% | Firm/team experience and staff |
| 20% | Proposed facility assessment process with measurable outcomes |
| 20% | Technical approach and management plan for comprehensive program |
| 20% | Implementation, maintenance best practices and life-cycle cost management support |
| 5% | Other offerings to help City achieve overall goals |

15% Financial/Cost of Program

5% Emerging/Disadvantaged business participation

The Selection Process

The City of Wichita reserves the right to accept or reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in the Request for Proposal (RFP) and an agreement to negotiate a contract for services. The City reserves the right to make an award on the basis of greatest benefit to the City and is not obligated to select the lowest cost option. A Selection Committee will review the proposals and interview the selected candidate firms. The Selection Committee will make a recommendation to the City Council for a firm to request the authorization to negotiate a contract for services in a not-to-exceed amount.

Oral Presentation: If a presentation is requested by City, the Firms will be judged for their presentation based upon clarity of presentation and program development capabilities, ability to answer both technical and application questions, and demonstrated understanding of the project. The scoring criteria for the presentation will be the same as listed above for the written proposal.

Challenges and Protests

Challenges

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12th Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316)268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's e-procurement website, <https://ep.wichita.gov>, for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

Protests

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 9:00 a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's e-procurement website at <https://ep.wichita.gov> under the bid results tab. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12th Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the

solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

The protestor may seek reconsideration of the decision of the Contractor Compliance Officer in writing to the Internal Auditor located on the 13th Floor, City Manager Office, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business days following the day of issuing an email or written notification of decision. Failure of a protestor to file a written reconsideration request related to the Contract Compliance decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered. The Internal Auditor's decision will be issued by email or written notification within ten (10) business days after receiving the written reconsideration, unless this time for a response is extended in writing and agreeable by both parties.

The Internal Auditor's decision will be final, unless the protestor seeks a hearing before the City Council, by written request filed with the City Clerk, located on the 13th Floor, City Hall, 455 N Main, Wichita, KS, prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of the Internal Auditor's decision. Failure of a protestor to file a written reconsideration request related to the Internal Auditor's decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

If there is timely written reconsideration request, the protestor may seek reconsideration of the decision of the Internal Auditor by means of a hearing before the City Council. This hearing shall be in aid of the City Council's legislative authority to approve contracts for goods, services and public improvements on behalf of the City, and does not imply any due process right of the protestor in an unawarded, unexecuted contract. The hearing shall be scheduled as soon as practicable according to the City Council's calendar. The hearing shall be granted only upon such facts and issues as are presented in writing to the City Clerk for submission to City Council at or before noon on the Thursday preceding the scheduled hearing. No documents or other evidence shall be accepted at the hearing. The protesting party shall have available no more than 20 minutes for presentation of argument, followed by no more than 20 minutes of argument presented by City staff. The City Council may deliberate in executive session to seek the assistance of the City Attorney, but shall deliver its decision from the bench during the City Council meeting.

If a written protest is made against any proposed award or the award of a contract that relies in part on federal funding, then the Contract Compliance Officer shall notify the Granting Authority in writing with all information regarding the protest. **A protestor must exhaust all administrative remedies with the City of Wichita before pursuing a protest with the Granting Authority.** Protestors are put on notice that according to federal regulations, certain determinations made at the local level are not subject to appeal to the Granting Authority. If a review is granted by the Granting Authority, it will be limited to:

- (1) the City of Wichita's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violations of Federal law or regulations.

The Contract Compliance Officer will provide notice to the Granting Authority Regional Office or Headquarters Office of any request for reconsideration before the Internal Auditor, and also provide notice of the decision rendered by the Internal Auditor, or any alternative resolution reached.

RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

KANSAS OPEN RECORDS ACT

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Bidders should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the bidder reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the bidder requests that the City to contact the bidders for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

SUBCONTRACTING/JOINT VENTURES

Vendors are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their proposals. Therefore, each vendor shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the vendor and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

GENERAL SPECIFICATIONS

PROPOSAL FORMS

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

CONFLICT OF INTEREST

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

LICENSE

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

CONTRACT

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT

The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.

ARBITRATION PROVISIONS

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

ANTITRUST LITIGATION CLAUSE

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

CONSTRUCTION - PAVING PROJECTS

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

RESTORATION

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

FEDERAL EXCISE TAX

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

ESTIMATED QUANTITIES

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

CITY OF WICHITA CREDIT CARD

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

DELIVERY

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

AWARD

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.