



**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://sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL**  
**#13-0012**  
**SECURITY GUARD SERVICES**

February 6, 2013

Sedgwick County, Kansas (hereinafter referred to as "County") is soliciting proposals to contract with a qualified vendor to provide security guard services for COMCARE and the Sedgwick County Tag Offices. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

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, submit one (1) original, six (6) copies of the entire document with any supplementary materials to:

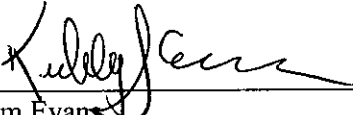
Kim Evans  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

**SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, February 26, 2013** 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. The time stamp clock in the Purchasing Department will determine the time of receipt.

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.

**QUESTIONS and CLARIFICATIONS**

All requests for clarifications of the RFP process and document content should be directed to Kim Evans at [kjevans@sedgwick.gov](mailto:kjevans@sedgwick.gov) and Angee Sisco at [asisco@sedgwick.gov](mailto:asisco@sedgwick.gov). All questions must be submitted in writing by 5:00 p.m. CST, February 11, 2013. Answers will be provided in written form as an addendum and will be posted on the County website at [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing) by 5:00 p.m. CST, February 15, 2013. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

  
\_\_\_\_\_  
Kim Evans  
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. 65, 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. BACKGROUND INFORMATION & 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 470,000 persons. It is the sixteenth largest in area, with 1,009 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 3000 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

### 2a. COMCARE

COMCARE of Sedgwick County is a certified community mental health center and a licensed alcohol and drug treatment center. COMCARE is committed to providing a safe environment for our staff and all visitors on our premises.

Due to the array of services provided, COMCARE's security hours are diverse. Hours of operation and security will vary from location to location. The following is a list of locations and scheduled times security is needed.

<b>Site Name</b>	<b>Location</b>	<b>Hours of Operation</b>
Crisis Intervention Services	934 N. Water	24 hour facility and requires security 24 hours per day, 365 days per year.
Sedgwick County Offender Assessment Program (SCOAP)	1720 E. Morris	24 hour facility and requires security 24 hours per day, 365 days per year (168 hours per week)
Addiction Treatment Services (ATS)	940 N. Waco	Requires security Monday through Thursday 8:00 am-9:00 pm; Friday 8:00 am-7:00 pm and random weekends (Saturday or Sunday) 8:45 am -12:15 pm. This could be up to 4 weekends days per month (average of 70 hours per week)
Center City COMCARE'S Homeless Program	402 E. 2nd	Requires security from 8:00 am to 5:00 pm Monday through Friday. At random times each day, security will drive own vehicle to COMCARE's Supported Housing location at 731 Hunter and spend a portion of one hour at that location (average 45 hours per week)
Community Support Services (CSS)	1929 W. 21 <sup>st</sup> N	Requires security Monday through Friday from 8:00 am to 5:00 pm (average 45 hours per week)
OutPatient Services (OPS)	1919 Amidon	Requires security Monday through Friday from 8:00 am - 5:00 pm (average 45 hours per week)
Drug Court	4165 E. Harry	Requires security Monday through Friday from 5:00 pm to 9:00 pm (average 20 hours per week)

All locations shall require security during lunch hours. Additional security is required on an intermittent basis to cover special events or to respond to situations at other unguarded COMCARE sites as needed. An additional guard may be needed as an on-call basis during situations where more than one guard is needed. Our goal is to obtain safe, reliable and reasonable security for COMCARE locations in a timely manner. Additional security needs will be scheduled in advance, however, situations do arise that require an immediate response. These responses must be met within 1 hour from request. Additional security needs will be billed at the hourly security services rate.

**2b. SEDGWICK COUNTY TREASURER TAG OFFICES**

The County currently has four (4) tag office locations, three (3) located in Wichita and one (1) located in Derby that are the responsibility of the Sedgwick County Treasurer. The Tag offices are maintained and managed under the auspices of the State of Kansas, of which the Treasurer reports.

**The tag offices are in need of Security Services 2-3 days every month at all four (4) locations. Below is a list of the locations and the hours of operation:**

<b>Site Name</b>	<b>Location</b>	<b>Hours of Operation</b>
Murdock Tag Office	200 W. Murdock Wichita, KS	Monday through Friday from 8:00 a.m. to 5:00 p.m. Requires Security from 7:45 a.m. to 5:30 p.m.
Chadsworth Tag Office	2330 N. Maize Rd. Wichita, KS	Monday through Friday from 8:00 a.m. to 5:00 p.m. Requires Security from 7:45 a.m. to 5:30 p.m.
Brittany Tag Office	2120 N. Woodlawn Wichita, KS	Monday through Friday from 8:00 a.m. to 5:00 p.m. Requires Security from 7:45 a.m. to 5:30 p.m.
Derby Tag Office	212 W. Greenway, Suite 212 Derby, KS	Monday through Friday from 8:00 a.m. to 5:00 p.m. Requires Security from 7:45 a.m. to 5:30 p.m.

**3. MINIMUM FIRM QUALIFICATIONS/GENERAL REQUIREMENTS**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(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. Hold appropriate qualifications and/or credentials for the delivery of services specified and proposed.
2. Have the capacity to acquire all required bonds, escrows or insurances;
3. Have provided services similar to those specified herein for a minimum of three (3) years; and
4. Maintain ability to provide ongoing services in the manner described within proposal response
5. Be familiar with the laws of the State of Kansas.
6. Provide any licenses and/or certifications required to perform services outlined herein.

**4. MINIMUM 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 contractor shall ensure and understand:

1. Services must meet local, state, and federal guidelines as applicable.
2. Contractor will work closely with County staff during all phases of the required work. Because the successful firm’s service will be considered a key part of business for the public, a strong, positive working relationship must be maintained.
3. Contractor will provide a single point of contact for the duration of the contract.
4. Initial responses to County questions must occur within 24 hours of contact by the County.
5. Contractor shall have the ability to manage multiple tasks simultaneously and expeditiously, approach to problem and task resolution, methodology and proven procedures, and a cultural teamwork philosophy.

6. Contractor 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 during this project.

##### **5. MANDATORY REQUIREMENTS and SCOPE OF WORK FOR COMCARE**

The County requires the most thorough and professional services available. The following requirements are listed to assist proposers in understanding the objectives and in submitting a thorough response. All proposals must speak to their ability to meet the following requirements.

1. The primary role of the security guard at each facility is to provide a secure work environment through a visible presence, and when necessary through direct intervention. Security guards are expected to operate in a professional capacity with regards to interactions with clients and staff at all times.
2. Security company and individual guards must be fully licensed or certified by the Wichita Police Department, **before** they can begin providing services at COMCARE locations. All local requirements for licensing, certification and or registration must be followed and proof of such provided prior to services being initiated. It is expected that the security company and all security guards will be fully compliant with all applicable sections of the Wichita City Ordinance 3.72, pertaining to regulations and requirements for providing security services within the city of Wichita. Security services will be performed by carefully selected and trained employees in conformity with accepted security practices and standards.
3. Security company shall provide proof of criminal background check to include felony and child/adult abuse and sexual predator registry, and drug tests for each employee before services can be provided at any COMCARE site. Company must provide a copy of each guard's license/registration, driver license and a memo verifying the guard passed the required tests/checks.
4. All security guards on site shall wear appropriate professional uniform while on duty, which at all times clearly identifies them as security personnel and not law enforcement. This uniform shall also be in full compliance with specifications of Wichita City Ordinance section 3.72.290.
5. Security guards will not be employees of COMCARE. All assigned guards shall be trained and licensed by the Wichita Police Department and successfully complete the Advanced Level private security permit. Guards should be High School graduates and be Red Cross certified in CPR and First Aid. Guards must be in sufficient physical condition to provide staff security, apprehend suspects and properly direct or assist staff in emergency situations.
6. All security staff furnished by the contractor shall, before starting at any facility, have a minimum of two (2) hours structured training in the following: crowd psychology, management and control techniques, public relations, limited force ejection techniques, use of fire extinguishers and locations of emergency equipment and personnel, and visual inspection and search techniques.
7. Security guards will also respond if the Crisis Response Team (CRT) is requested. Guards will participate in Crisis Response Team meetings and trainings, as requested. The Security guard will follow the lead of the CRT. Security guards shall use LIMITED physical force in performing their duties and only when absolutely required and it's visually apparent that staff or other clients are under immediate physical threat.
8. Security guards will monitor calls for assistance through the public address system. Guards shall also assist staff in monitoring individuals identified at potential risk of harming themselves while in the facility.
9. Security guards shall carry no weapons at any time on the premises including MACE, Pepper Spray or TASER. Plastic hand restraints may be kept in a drawer at certain locations to be determined in Post Orders.
10. The company providing the security staff must be available 24-hours a day, seven (7) days a week by phone.
11. All activities and individuals observed by staff during the course of duties will be considered confidential information. Each security staff member at each location must sign a confidentiality agreement.
12. Security company shall provide additional guards as needed for emergencies at any COMCARE site, regardless of whether or not they are included in the weekly guard service (within 1 hour of request).
13. Security company shall assign security personnel by building eliminating consistent rotations and allowing the guard to become familiar with the logistics and needs of each location.
14. Security guards shall enforce all COMCARE rules and regulations and County resolutions including, but not limited to those dealing with fire lanes and smoking.

15. Security guards shall secure all fire exits from unauthorized entry. In addition, security guards shall be familiar with the emergency operations procedures concerning fire, bomb threats, inclement weather, and duress code procedure that is used for COMCARE locations.
16. Security guards shall act to prevent and report any vandalism to the building and its equipment.
17. Security guards shall escort COMCARE personnel from buildings at the end of shifts, as requested.
18. Security guards shall maintain order outdoors among consumers taking breaks.
19. Security guards shall assist facility personnel with patron ingress/egress.
20. During winter months, security guards shall apply ice melt and shovel the immediate entrance to the facility as needed, in order to maintain safe access to and from the building. COMCARE will provide ice melt and shovels for this purpose.
21. Security guards shall conduct interior and exterior patrols of the facility every 15 minutes, unless otherwise specified by program management.
22. Security guards are responsible for securing any weapons or items that could cause harm to self or others.
23. Since visual alertness is essential to the security guard's ability to ensure proper security to the building, the use of handheld or electronic devices for the purpose of personal entertainment is highly discouraged. This includes the use of personal cell phones, computers, electronic reading devices, headphones and video games, when these items are used for entertainment purposes. It is understood that occasional use of cell phones and/or computers may be needed in the course of conducting business.
24. Given that it's not possible to address each requirement and particular circumstance within this list of mandatory requirements, guards are expected to refer to and follow the post orders at each site and to use common sense and prudence in any situations that are not covered. It is the responsibility of the security guard to contact their direct supervisor or program management if there are any questions in regard to appropriate interactions or how to handle workplace situations.

## **6. MANDATORY REQUIREMENTS and SCOPE OF WORK FOR TAG OFFICES**

**A separate contract will identify the services for the Tag offices under Sedgwick County and will specifically require the Treasurer's signature along with the County's authorized signatures.**

### **6.A Murdock Office**

Shall require the presence of two (2) unarmed guards for 2-3 days per month. Office hours are from 8:00 a.m. to 5:00 p.m. and will require security from 7:45 a.m. to 5:30 p.m. or until after the last citizen has left the building. No services will be required for the following months of December, January, and February due to low traffic volume. The security guards will provide the following services, including but not limited to:

#### **Security guard #1:**

1. Guard will be stationed in the parking lot to control traffic.
2. Maintain the flow of traffic.
3. Maintain order and ensure safety of citizens in the parking lot.
4. Enforce the parking regulations. (i.e. assure that only those with proper permits park in the handicap spaces.)

#### **Security guard #2:**

1. Guard will be stationed inside the front door of the office.
2. Assure that citizens do not block the entrance and exit doors.
3. Maintain order and ensure the safety of citizens in the office.
4. Remind citizens as they enter the building that proof of insurance and valid Driver's license are required on all registrations.
5. Assist citizens with FAX retrievals.
6. Guard the door at the end of the day to assure that no other citizens come in after hours.
7. Guard will leave only after the last citizen has left the building.
8. This location will require security coverage during the lunch hour.

**6.B Substation Tag Offices**

Shall require the presence of one (1) unarmed guard at each station two days per month. Office hours are from 8:00 a.m. to 5:00 p.m.; will require security from 7:45 a.m. to 5:30 p.m. or until after the last citizen has left the building. The security guards will provide the following services, including but not limited to:

1. Guard will be stationed inside the front door of the office.
2. Assure that citizens do not block the entrance and exit doors.
3. Maintain order and ensure the safety of citizens in the office.
4. Remind citizens as they enter the building that proof of insurance and valid Driver’s license are required on all registrations.
5. Assist citizens with FAX retrievals.
6. Guard the door at the end of the day to assure that no other citizens come in after hours.
7. Guard will leave only after the last citizen has left the building.
8. This location will require security coverage during the lunch hour.

**6. C 2013 Schedule for Tag Offices (dates are subject to change)**

<b>March 28<sup>th</sup>, 29<sup>th</sup></b>
<b>April 1<sup>st</sup>, 29<sup>th</sup>, &amp; 30<sup>th</sup></b>
<b>May 30<sup>th</sup>, 31<sup>st</sup></b>
<b>June 3<sup>rd</sup>, 27<sup>th</sup>, &amp; 28<sup>th</sup></b>
<b>July 1<sup>st</sup> &amp; 31<sup>st</sup></b>
<b>August 1<sup>st</sup>, 29<sup>th</sup> &amp; 30<sup>th</sup></b>
<b>September 3, 27<sup>th</sup>, &amp; 30<sup>th</sup></b>
<b>October 31<sup>st</sup></b>
<b>November 1<sup>st</sup>, 26<sup>th</sup>, &amp; 27<sup>th</sup></b>
<b>December 2nd</b>

**7. SELECTION CRITERIA**

The selection process will be based on the responses to this solicitation document. Proposals will be screened by a review committee. This committee may select a limited number of prospective vendors to short-list for interview.

The County will judge each response on the following criteria (listed in no particular order):

- Meeting or exceeding all solicitation conditions and instructions as outlined herein to include clarity, completeness, and comprehensiveness of the response.
- Ability to meet or exceed all requirements and scope of work.
- Proven ability to provide high quality service.
- Qualifications and expertise.
- The most advantageous and prudent methodology and costs as determined by the County.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selection interviews.

Any final negotiations for services and terms and conditions will be based, in part, on the Vendor’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.

County reserves the right to reject any proposal, determine any irregularities, and make final determination for award.

*No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services that best meets required needs, quality levels, and budget constraints.*

### **8. TENTATIVE TIMELINE**

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

Distribution of Request for Bid to interested parties	<b>February 6, 2013</b>
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	<b>February 11, 2013</b>
Addendum Issued	<b>February 15, 2013</b>
Sealed bids due before 1:45pm CST	<b>February 26, 2013</b>
Evaluation Period	<b>February 27-March 13, 2013</b>
Board of Bids and Contracts Recommendation	<b>March 14, 2013</b>
Board of County Commission Award	<b>March 20, 2013</b>

### **9. CONTRACT TERMS AND PAYMENT TERMS**

The contract period with the successful proposer shall begin immediately following formal approval of the Board of County Commissioners, tentatively April 1, 2013, and continue for a period of three (3) years with two (2) one (1) year options to renew. Any change in law that will affect the terms, conditions, or costs subsequent to contract initiation will be negotiated on an as needed basis with Sedgwick County maintaining the final right of approval to determine applicability.

If through any cause, the successful firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract, by giving a 30-day written notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

Payment for services will be on a monthly reimbursement basis. Payment will only be made for services authorized through COMCARE and the Treasurer.

### **10. INSURANCE REQUIREMENTS**

<b>Worker's Compensation:</b>	
Applicable State Statutory Employer's Liability	
<b>Employer's Liability Insurance:</b>	\$100,000.00
<b>Contractor's Liability Insurance:</b>	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00

<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
<b>Professional Liability</b>	\$500,000.00

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.

**11. INDEMNIFICATION**

To the fullest extent of the law, the contractor, 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 contractor during the contractors performance of the agreement or any other agreements of the contractor entered into by reason thereof. The contractor 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 contractor, 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 contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**12. REQUEST FOR 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, 8<sup>th</sup> Floor, 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. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. 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. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. 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.**
26. 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.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas 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.
30. 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.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. 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.
33. 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.

### **13. GENERAL CONTRACT PROVISIONS**

[http://www.sedgwickcounty.org/purchasing/pdf files/General Contract Provisions.pdf](http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf)

### **14. PROPOSAL CONTENT AND FORMAT**

Proposal(s) should be organized in the following format and information sequence:

1. Provide a completed Pricing Information and Proposal Response
2. Description of firm to include but not limited to:
  - a. Brief history
  - b. Qualifications
  - c. Experience
  - d. Quality control procedures
  - e. Provide job descriptions and resumes of key management staff and all company staff who will be providing services. If awarded contract, firm must provide this information for each new employee assigned to provide work for the County prior to the employee beginning service.
3. Provide a list of all vehicles/equipment available for use for these services.
4. Acknowledge and address in sequential order each minimum firm qualification/ general requirement listed in Section 3.
5. Acknowledge and address in sequential order each mandatory requirement listed in Sections 4-6.
6. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined service(s) and/or product(s).
7. Provide contact name(s), title(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to the County account.
8. Provide three (3) references verifying exemplary service. These references MUST have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of product installation.
9. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide service(s) and/or product(s).
10. Describe any exception to requirements, terms or contract provisions.
11. Provide a copy for verification of all applicable licenses, certifications, and insurance requirements.
13. Provide a copy of the agency's equal employment opportunity policy.

**15. PRICING INFORMATION**

COMCARE Cost Table/Staffing Table	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Crisis Intervention Services</b> 934 N. Water					
Hourly Rate					
<b>Sedgwick County Offender Assessment Program (SCOAP)</b> 1720 E. Morris					
Hourly Rate					
<b>Addiction Treatment Services (ATS)</b> 940 N. Waco					
Hourly Rate					
<b>Center City (COMCARE Homeless Program)</b> 402 E. 2nd					
Hourly Rate					
<b>Community Support Services (CCS)</b> 1929 W. 21 <sup>st</sup> N					
Hourly Rate					
<b>OutPatient Services (OPS)</b> 1919 Amidon					
Hourly Rate					
<b>Drug Court</b> 4165 E. Harry					
Hourly Rate					
<b>Cost for any additional staff needed at any site</b>					
Hourly Rate					

**\*\* Please list any additional costs for services and provide a summary description of costs on a separate page.**

**14. PRICING INFORMATION (continued)**

<b>Treasurer's Tag Offices Cost Table</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Murdock Tag Office</b> <b>200 W. Murdock</b>					
Hourly Rate					
<b>Chadsworth Tag Office</b> <b>2330 N. Maize, Ste 1100</b>					
Hourly Rate					
<b>Brittany Tag Office</b> <b>2120 N. Woodlawn, Ste 370</b>					
Hourly Rate					
<b>Derby Tag Office</b> <b>206 W. Greenway, Ste 14</b>					
Hourly Rate					
<b>Cost for any additional staff needed at any site</b>					
Hourly Rate					

**\*\*Please list any additional costs for services and provide a summary description of costs on a separate page.**

**PROPOSAL RESPONSE FORM**  
**#13-0012**  
**SECURITY GUARD 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 bid 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 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 \_\_\_\_\_  
TAX PAYER I.D. NUMBER \_\_\_\_\_ STATE INCORPORATED \_\_\_\_\_  
COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_  
NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_  
TYPE OF ORGANIZATION: Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_  
Partnership \_\_\_\_\_ Small Business \_\_\_\_\_ Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_  
General Nature of Business \_\_\_\_\_ FEIN/SS # \_\_\_\_\_ W-9 included \_\_\_\_\_  
Not a Minority Owned Business \_\_\_\_\_ Minority Owned Business: \_\_\_\_\_ Certification # \_\_\_\_\_  
African American \_\_\_\_\_ Asian \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_ 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

<http://sedgwickcounty.org/finance/purchasing.asp>

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_