



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE

Purchasing Department

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

ADDENDUM #1
RFP #23-0039
PARKING MANAGEMENT
SEDGWICK COUNTY COURTHOUSE COMPLEX

June 27, 2023

The following is to ensure that vendors have complete information prior to submitting a proposal. Here are some clarifications regarding the proposal for *Parking Management Sedgwick County Courthouse* for the Courthouse Police.

Questions and/or statements of clarification are in **bold** font, and answers to specific questions are *italicized*.

1. There are conflicting statements about whether operating expenses will be reimbursable and if so, what is reimbursable? Will operating expenses be reimbursable?

Repairs are handled by the vendor. If equipment replacement is deemed necessary, with the approval of the Contract Manager the equipment will be paid out of the county's share for the month. For example, a ground loop needs to be replaced, the vendor will obtain estimates for the replacement and after approval of the Contract Manager, and the approved contractor will replace the loops. All replacements must be approved by the county before any work is done, if approval is not received, the county will not pay for the replacement.

2. The RFP is silent on Contractor's termination rights. What are contractor's termination rights?

Reference Request for Proposal Conditions item 11.

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

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.

Reference item 7a, 7b, 7c of the General Contractual Provisions.

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, county may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods,

equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of county, and Contractor shall be liable to pay to county any excess cost or other damages caused by Contractor as a result thereof. Updated 3.24.16.*

B. Termination for Convenience. County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon 30 days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, county's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.

C. Reduction in Funds. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon 30 days' written notice.

***The county would be willing to include mutual termination "for cause" language in the final contract.**

3. What will the client's repair and maintenance obligations be?

The vendor's responsibility is the day-to-day running of the operation, cleaning, snow removal, and routine equipment service. On non-routine items, the vendor is responsible to determine the best method of repair or replacement of the equipment to return it to a satisfactory working condition. The vendor will obtain repair cost estimates, and will consult with the Contract Manager to determine the proper course of action. Only after approval from the Contract Manager, will the vendor order or make the repair, and will deduct the cost of the repair or improvement from the County's share of the monthly income.

4. For the indemnity, will the contractor be able to control the defense of indemnified claims?

Reference Section VII item G. in the RFP.

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.

5. Request for Proposal Conditions, Section 1 states the prices offered here will be provided to other location governments and governments that the client regularly enters into agreements with. Will the contractor be required to enter into agreements with these other entities using the pricing here?

No.

6. The RFP references ownership of data. What data will be provided to contractor?

Reference items 18, 24, and 25 of the Request for Proposal Conditions.

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.

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.

7. It doesn't seem like contractor will be given a cure period before the client can terminate for default. Is this the case?

Reference item 7a of the General Contractual Provisions.

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

*A. Termination for Cause. In the event of any breach of the terms or conditions of this Agreement by Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, county may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to Contractor on account thereof, by written notice, terminate immediately all or any part of this Agreement, procure the goods, equipment and/or services provided for herein elsewhere, on such terms and under such conditions as are reasonable in the sole discretion of county, and Contractor shall be liable to pay to county any excess cost or other damages caused by Contractor as a result thereof.**

***The county is receptive to language establishing a 30, 15, etc. day cure period for termination with cause.**

8. Who is responsible for paying parking taxes?

Parking is a service and not subject to Kansas sales tax. Sedgwick County is a tax-exempt governmental entity and is not charged sales tax on purchases including repair and equipment costs.

9. What are the current hourly pay rates for the staff?

Contractor staff rates of pay are determined by the contractor and the county is not involved setting rates of pay.

10. Please confirm the type of internet and phone in the parking office and the parking booth.

The current vendor utilizes AT&T wireless for internet access. The vendor will need to pay for their internet and phone, electric is paid by the county.

11. Can you provide an annual count of transient parkers and validate tickets?

Approximately 100,000 over the course of a year.

12. How many total employees/access cards are issued for each garage?

Approximately 700 County and State employees.

13. What is the rate for the parking meters and the total annual amount collected?

\$0.05 cents for 15 minutes, \$0.10 cents for 30 minutes, and \$0.25 cents for 1 hour 15 minutes. Collected from meters in 2022 was \$8,300.00.

14. Painting and striping. If this is the sole cost of the operator, what is required to be painted annually? 25% of the garages? 50%? Or as needed areas?

A yearly striping is needed. If needed in specific areas, it can be refreshed as needed in the opinion of the vendor or the contract manager.

15. How is the cost proposal supposed to be submitted as an annual fixed fee for year 1 or is the contractor to submit an annual fixed fee for each year of the initial term (years 1-3)?

The fee should be broken down to a per month basis, for the initial three (3) year term.

16. Will alternate proposals be considered?

All submitted proposals will be reviewed by the selection committee.

17. How much did the county pay the current contractor for services during the past three (3) contract years?

\$11,738.80 per month.

18. What are the annual revenues by category for the past three (3) contract years: monthly, transient, meter revenue?

Total revenue for 2022 in all categories was \$185,796.41, from which management fees, upgrades and repair expenses were deducted. The remaining \$44,455.02 was delivered to the county by the vendor.

19. Does the county intend to make any capital investments or repairs to the garage over the course of the upcoming contract?

There are no current Capital Projects slated specifically for the parking garages. See the answer below under software.

20. What software is currently running? What software are they upgrading to?

The current access control software is Schneider Electric INET/7, a dated program. The software and some hardware needed to run it are being replaced by a countywide access control Capital Improvement Project. The new software is Schneider Electric Contribute™ Security Expert. The county vendor for this project is Sandifer Engineering & Controls. This project is being paid for by the county. The software runs on a Sedgwick County owned computer.

21. Is window washing part of the contract?

No. Window washing is handled by the county under a separate contract managed by the Sedgwick County Facilities Maintenance Department.

22. Is the operator responsible for the re-striping of the property or would this be included as a capital expense?

Yes. The operator is responsible. This is considered a routine expense.

23. Snow Removal – what areas is the operator responsible for? (Roof, ramp leading to roof, sidewalks around garage, entrances?)

Roofs, exposed ramps, garage entrances and exits.

24. In Section 2. 2b. is the repair of the parking control equipment or other equipment supplies by the county a reimbursable expense?

Supplies, minor repairs, and adjustments which can be handled by the on-site staff are considered routine. Equipment repairs and replacement such as computer boards or loops with the prior permission of the Contract Manager are reimbursable expenses.

25. In Section 2. 2d. it says Ice Melt will be the successful firm's sole responsibility. Does this imply the cost for snow plowing of the roof, entrance and exits area is a reimbursable expense?

No. This is considered routine.

26. In Section 2. 2h. is cleaning the parking garage floors using a suitable high pressure/flush of all surfaces a reimbursable expense?

No. This is considered routine.

27. In Section 2. 2.g. is the maintenance and repair of the parking meters a reimbursable expense?

Minor repairs and adjustments are considered routine and are expected to be conducted by vendor staff. Meter replacement and major repairs with the prior permission of the Contract Manager are reimbursable expenses.

28. In Section 8. 8b. is the cost for validations stamp books a reimbursable expense?

No. This is considered routine.

29. Is the operator responsible for landscaping?

No.

30. What kind of internet is being run? Cable? Fiber?

The current vendor utilizes AT&T wireless for internet access in the office.

31. When was the last time the garage was power washed?

April 2023.

32. How often is the garage cleaned?

Trash is emptied daily (as needed) and placed in the county dumpster. The garage is to be kept clean and tidy.

33. Who services the elevators?

The elevators are repaired by the current county elevator vendor and are notified through the Sedgwick County Facilities Maintenance Department. At this time, the vendor is Otis Elevator.

34. Is there water access in the garage?

Yes. There is water in the garage. It has been temporarily turned off due to a leak in a copper line but will be repaired when it is needed. Past power washing companies filled their tanks from the courthouse, as the flow was much quicker.

35. What system is used to produce, accept, and track validations?

The point-of-sale system currently used is Auditor Power Pad 4.

36. How are validations expensed? Are these charged back to departments?

Validations reduce the overall income to the garage and are not charged to departments.

37. How many cardholders currently park in the garage? The RFP says a maximum of 70, excluding county employees. I believe at the pre-proposal they said the county handles their own cards. They keep the county employee cards and monthly cards separate.

All county employees and State Employees who park in the garage use their issued identification card for garage access. 700 employees are currently paying for parking in the garage. 393 employees have no charge access to the garage, primarily due to driving official "take-home" vehicles or are assigned to outlying locations and only park in the garage sporadically. The number 70 you reference are detention facility medical vendor employees, who pay to park in the garage.

Firms interested in submitting a **proposal**, must respond with complete information and **deliver on or before 1:45 pm CDT, July 11, 2023**. Late **proposals** will not be accepted and will not receive consideration for final award.

"PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE."



Tammy Culley
Purchasing Agent