



**SEDGWICK COUNTY, KANSAS**

***DIVISION OF FINANCE***

**Purchasing Department**

604 N. MAIN, SUITE F    WICHITA, KANSAS 67203-3672    TELEPHONE (316) 383-7494    FAX (316) 383-7055

**Request for Quotation  
02-0067  
Security Guard Services**

August 27, 2002

Dear Vendor:

Sedgwick County, Kansas (hereinafter referred to as County) will accept bids for Security Officers for COMCARE of Sedgwick County.

The award of this Request for Quotation will result in a **contract period from October 1, 2002 to September 30, 2003, with two (2) one year options to renew**, subject to the approval of both parties.

**Pricing shall be firm for the first (1<sup>st</sup>) year of the contract.**

If your firm is interested in submitting a quotation, two(2) signed completed copies of the attached **Response Form** must be submitted on or before 1:45 p.m. (CDT), Tuesday September 10, 2002.

Late bids will not be accepted and will not be considered for award.

---

Jerry Phipps  
Senior Purchasing Agent

# REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Sedgwick County reserves the right to reject any or all Bids and responses to these and/or related documents, to accept any item or items in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
2. Alternate Bids (two or more Bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such Bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and are to be considered a part of the final completed contract. If there is any variance or conflict, the Bid specifications will control.
3. **Bidders MUST return two (2) signed, completed copies of the attached Response Form to Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, on or before the date and time specified. Bids must be sealed in an envelope, and marked with the firm name and address, Bid number, Bid opening date, and Bid opening time. The time of receipt will be determined by the time clock stamp in the Purchasing Department.**
4. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
5. Quotations submitted may not be withdrawn for a period of 60 days immediately following the opening of this *Request for Bid*. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the Bid.
6. Sedgwick County interprets the term "lowest responsible bidder/Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the Bid, and (b) determine which Bid 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, availability of materials and supplies, and maintenance costs of items upon which Bids are received.
7. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information to assist Sedgwick County in analyzing your Bid.
8. If the supplier refuses or fails to make deliveries of the materials within the times specified on the face of the *Request for Quotation* or purchase order, Sedgwick County may, by written notice, terminate the contract OR purchase order.
9. The supplier 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 General Statutes of Kansas, Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
12. All items must be properly packed, if applicable, to insure delivery in good condition, and in accordance with instructions listed on the face of the *Request for Quotation* or purchase order, if any.
13. Contracts entered into on the basis of submitted Bids are revokable if contrary to law.
14. The Bidder agrees to comply with K.S.A. 44-1030 which becomes a part of this contract, and reads as follows: "The Bidder hereby agrees that? :
  - a. He will observe the provision of the Kansas Act Against Discrimination 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 will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he fails to comply with the manner in which he reports to the Kansas Act Against Discrimination, 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;
  - d. If he is found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final, 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; and,

- e. He 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 subcontractors or vendor.
15. The vendor responding to this bid solicitation 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 Quotation/Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. It will be understood that the Bidder's sureties and insurers are subject to the approval of the County.
17. If a response to this Request for Bid, the Bidder 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 Bidder. The Bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder will be liable for the County's actual damages that exceed the amount of the surety.
18. It will be understood that time is of the essence in the Bidder's performance. The Bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Bidder defaults in the performance of the Contract Documents, the Bidder will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
19. The Bidder hereby certifies that he or she has carefully examined all of the Documents for the project, has carefully and thoroughly reviewed this Request for Bid/Quotation, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this Bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid/ Documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
20. It will be understood that any bid and any/all referencing information submitted in response to this Request for Bid/Quotation will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid/Quotation, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve 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.
22. By submission of a response, the Bidder 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 Bidder'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. Bidders 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 bid/quotation. The Bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive proposing among all vendors.
23. Unless specified otherwise, all items quoted are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
24. 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.
25. Any dispute arising out of the contract documents or their interpretation will be litigating only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
26. The Bidder must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Information regarding the procurement process may be obtained from Jerry Phipps, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, (316) 383-7496
27. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a Bid response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-Bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of Bid sureties (bonds, certificates of insurance, etc.)

**Request for Quotation  
02-0067  
Security Guard Services**

**BACKGROUND**

COMCARE of Sedgwick County, Kansas is a licensed community mental health center, a licensed alcohol and drug abuse provider and a community development disability organization. Due to the array of services provided, COMCARE's security needs are diverse. COMCARE's Crisis Intervention Services office at **934 N. Water** is a 24-hour facility and requires security 24 hours per day, 365 days of the year (168 hours per week). COMCARE's Addiction Treatment Services office at **940 N. Waco** requires an average of 22 hours of security services per week (excluding County holidays). Addiction Treatment Services requires security Monday through Thursday for four hours per night with two guards needed for a meeting on Wednesday nights at 635 N. Main and requires security on up to three weekend days per month for two hours (average of 22 hours per week). COMCARE's homeless program, Center City, located at **154 N. Topeka** requires security from 8:00 am to 5:00 pm Monday through Friday, excluding County holidays (approximately 45 hours per week). Community Support Services, located at **1929 N. Amidon** requires security from 8:00 am to 5:00 pm Monday through Friday, excluding County holidays (approximately 45 hours per week).

**An annual guaranteed 14,560 hours of security is required. Additionally, security is required on a sporadic basis to cover the mail run when necessary or to respond to situations at unguarded sites (approximately 400 hours maximum per year).**

**MANDATORY REQUIREMENT:**

1. Security Companies must provide industry standard bonding, and submit verification of such with their response to this document. Agency and individual guards must be fully licensed or certified **before** they can begin providing services. All local requirements for licensing, certification and or registration must be followed and proof of such provided prior to services being initiated..
2. All security staff on site shall wear a uniform while on duty which at all times clearly identifies them as security personnel.
3. Security staff shall carry no weapons at any time on the premises including MACE or Pepper Spray, but shall have handcuffs.
4. The company providing the security staff must be available 24-hours a day, seven days a week by phone
5. Security staff shall assist facility personnel with patron ingress/egress.
6. All activities and individuals observed by staff during the course of duties will be considered confidential information . A confidentiality agreement will be signed by each security staff member at each location.

**Request for Quotation**  
**02-0067**  
**Security Guard Services**

7. The security services shall be performed by carefully selected, trained and efficient employees in conformity with accepted security practices and standards. Criminal background checks and drug tests are required before services can be provided at any COMCARE sites. Company must provide a copy of each security guard's license/registration, driver license and a memo verifying the guard passed a background and drug test prior to employment.
8. Security Officers shall be employees of a security guard service. All assigned security guards shall be trained and licensed by the Wichita Police Department with completion at the Advanced Level. All assigned guards must also be in compliance with the Wichita City Ordinances Chapter 3.72 governing private security services should be High School graduates. Guards must 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.
9. All security staff furnished by the contractor will, 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.
10. Security staff shall use only LIMITED physical force in performing their duties and only when absolutely required to do so.
11. Security staff shall enforce all COMCARE rules and regulations and County resolutions including, but not limited to those dealing with fire lanes and smoking.
12. Security staff shall assist all patrons with any problems or direct them to the proper authority.
13. Security staff shall secure all fire exits from unauthorized entry.
14. Security staff shall act to prevent vandalism to the building and its equipment.
15. Security staff shall escort COMCARE personnel from buildings at the end of shifts, as required.

## **INSURANCE COVERAGE:**

### Workers Compensation

Applicable State	Statutory
Employers' Liability	\$100,000.00

### Contractor's Liability Insurance

Form of insurance will be by a Comprehensive General liability and  
Comprehensive Automobile Liability.

### Bodily Injury

Each Occurrence	\$500,000.00
Aggregate	\$500,000.00

### Property Damage

Each Occurrence	\$500,000.00
Aggregate	\$500,000.00

### Personal Injury

Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00

### Automobile Liability - Owned, Non-owned and Hired

Bodily Injury Each Person	\$100,000.00
---------------------------	--------------

Bodily Injury Each Occurrence	\$500,000.00
-------------------------------	--------------

Property Damage Each Occurrence	\$500,000.00
---------------------------------	--------------

### XCU Coverage - Remove exclusion

### Owner's Liability

#### Bodily Injury

Each Occupancy	\$500,000.00
----------------	--------------

Aggregate	\$500,000.00
-----------	--------------

### Property Damage

Each Occupancy	\$100,000.00
----------------	--------------

Aggregate	\$500,000.00
-----------	--------------

### Personal Injury

Each Occupancy	\$500,000.00
----------------	--------------

Aggregate	
-----------	--

## Security Guard Services

All firms interested in bidding MUST provide two (2) copies of the following requested information on these pages and return with any supplementary materials. Responses are due NOT LATER THAN Tuesday, September 10, 2002, 1:45 p.m. (CDT). Attention: Jerry Phipps, Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203-3703.

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm or corporation making a quotation 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 Quotation is entered; (4) they have read the complete Request for Quotation and understands all provisions; (5) if accepted by the County, this quotation is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAXPAYER I.D. \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_ E-MAIL \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

TYPE OF ORGANIZATION (CHECK ONE)

CORPORATION \_\_\_ PUBLIC \_\_\_ PRIVATE \_\_\_ SOLE PROPRIETORSHIP \_\_\_ PARTNERSHIP \_\_\_

MINORITY BUSINESS ENTERPRISE \_\_\_ WOMAN-OWNED ENTERPRISE \_\_\_ SMALL BUSINESS ENTERPRISE \_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

MANUFACTURE \_\_\_ DISTRIBUTOR \_\_\_ RETAIL \_\_\_ DEALER \_\_\_ SERVICE \_\_\_

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS:

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

**Required services as described in the document. Please state hourly price below.**

1. Please state hourly rate for Security Guard Services described in the **Background** section of this document. \$ \_\_\_\_\_

2. Please state hourly rate for Security Guard Services described as Additional Services in the **Background** section of this document. \$ \_\_\_\_\_

**Bid Response Form  
02-0067  
Security Guard Services**

**Note: 934 N. Water location** may require some driving both in a personal car as well as in a County vehicle.

**Additional security services** as requested may require some driving.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Sedgwick County reserves the right to select the bid which best meets its required needs and quality requirements.**