



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. MAIN, SUITE F

?

WICHITA, KANSAS 67203

?

TELEPHONE (316) 660-7255

?

FAX (316) 383-7055

REQUEST FOR PROPOSAL 04-0075 STATE CRIMINAL ALIEN ASSISTANCE PROGRAM

September 24, 2004

Sedgwick County, Kansas (hereinafter referred to as "County"), will accept proposals for professional assistance to secure reimbursements through Federal Financial Participation (FFP). This Request for Proposal provides specific technical information to aid participating organizations in formulating a thorough response.

Should you elect to participate, one original and two (2) copies of the attached Proposal Response Form (and all the supporting information) are **due on or before 1:45 p.m., (CDT), October 12, 2004**. Send to Tammy Brandt, Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, KS 67203. **Late or incomplete responses will not be accepted and will not receive consideration for final award.**

Proposed base pricing requested may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. Although purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposers shall understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners.

Tamara L. Brandt
Purchasing Department

A. 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 and Objectives 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. 57, 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, which 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.

B. BACKGROUND AND 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 450,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,700 persons, and hosts or provides a full range of municipal services, e.g., public safety, public works, criminal justice, recreation/entertainment/culture, human/social, and education.

The State Criminal Alien Assistance Program (SCAAP) is Federal funding, through the Bureau of Justice Assistance, provided to the Sheriff's Office as partial reimbursement for the cost of housing undocumented criminal aliens who are convicted of felony offenses. Sedgwick County is seeking a firm to provide professional assistance in securing this Federal funding and to identify any additional Federal and/or other revenue sources that could be captured or enhanced by the County in order to secure additional revenues.

C. SEDGWICK COUNTY'S RESPONSIBILITIES

To assist the successful firm, Sedgwick County will do the following:

1. Provide a contact person to work with the vendor to help guarantee success.
2. Provide copies of, or access to, documents and databases that are necessary for the completion of this work, within the legal limits of the law.
3. Be responsible for monitoring vendor's performance, pursuant to the terms and conditions agreed upon.

D. CONTRACT PERIOD

A contractual period will begin following award, and continue for twelve (12) months. An extension period of up to four (4), successive one (1) year terms may be granted.

If through any cause, the successful vendor fails to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful vendor violates any of the covenants, agreements, or stipulations of this contract, the County will thereupon have the right to terminate this contract, by giving written thirty (30) day written notification.

In the event of such termination for cause, the successful vendor will be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of said contract.

E. PAYMENT TERMS

Payment for all specified services to the successful vendor will be made within 30 days following:

1. The date funds are actually received by the County, and
2. The date an invoice is received by the County

F. INDEMNIFICATION

The successful firm shall hold Sedgwick County harmless from and indemnify it against all liability, including attorney's fee, which may arise from and accrue directly from the performance of the work or any obligation of the successful firm or failure of the successful firm to perform any work or obligation provided for in the agreement.

G. SELECTION CRITERIA

The selection process will be based on responses to this Request for Proposal and any interviews required to verify the ability of a proposer to provide services in response to this document. A committee will evaluate each agency's response as determined by meeting the following criteria:

1. Meeting all Request for Proposal conditions and miscellaneous instructions as outlined herein, and the clarity, completeness, and comprehensiveness of the proposal.
2. Provide references of past and current clients receiving federal funding that your company helped to secure. Include contact name and telephone number.
3. Provide a sample of work, showing your experience with federal grant regulations and processes.
4. Providing services described herein with the most overall advantageous cost to the County.

No negotiations, decision, or actions will be initiated by any firm as a result of any verbal discussion with any Sedgwick County employee prior to the opening of responses to this document. Sedgwick County reserves the right to select, and subsequently recommend for an award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.

H. MINIMUM QUALIFICATIONS

This section lists the criteria to be considered in evaluating the ability of the firms interested in providing the specified services. Vendors should note that Sedgwick County realizes there are multiple approaches and are therefore open to hearing from professionals on their best plan to achieve our objectives as set out in the following Scope of Work, Section I.

1. Have a minimum of three (3) years experience as a business entity doing similar work.
2. Having completed five (5) SCAAP federal funding applications within the past year.
3. Must be familiar with federal grant regulations and processes.

I. SPECIFICATIONS FOR SCOPE OF WORK

All proposals must have as a minimum the following capabilities listed. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful firm will:

1. Review the policies and procedures used by the County in order to identify any additional Federal and/or other revenue sources that could be captured or enhanced by the County in order to secure additional revenues.
2. Follow FY guidelines in applying for SCAAP funds.
3. Assist the County in its efforts to recover additional Federal dollars that are due to the County.
4. Assist the County in gathering appropriate data, review and format the data in an effort to submit the eligible data to the Justice Department for SCAAP.

5. Monitor new opportunities of funding.

J. PROPOSAL CONTENT

Proposals received should reflect in detail their inclusion and the degree provided; proposals should be organized in the following format and information sequence:

1. References
2. Sample of Work
3. If domestic Kansas corporation, furnish evidence of good standing. If foreign (non-Kansas) corporation, furnish evidence of authority to transact business in Kansas.
4. Proposed cost structure – should include all expenses (mailing, telephone calls, and all out-of-pocket expenses incurred)
5. Sample Contact
6. Signed Proposal Response Form

K. QUESTIONS AND INQUIRIES

Questions regarding this document may be submitted in writing to Tammy Brandt, 604 N. Main, Suite F, Wichita, KS 67203, fax (316) 383-7055, email tbrandt@sedgwick.gov.

Any substantiative questions will be answered in written addendum form and posted at sedgwickcounty.org/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number and description. **Vendors are responsible for checking the web site and acknowledging an addendum(s) in their response.**

L. PROPOSAL CONDITIONS

Vendors will understand that pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements. In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. 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. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
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. The proposals 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 proposal specifications, conditions, and requirements will control.
4. 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.
5. 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.
6. 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

"Sedgwick County . . . working for you"

such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.

7. Prices proposed 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.
8. Proposers MUST return three (3) signed, completed copies of attached Response Form to Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time stamp clock in the Purchasing Department will determine the time of receipt
9. Envelopes containing Response Forms 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.
10. 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.
11. 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, if necessary, to assist Sedgwick County in analyzing your proposal.
12. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
13. If the successful vendor/supplier refuses or fails to make deliveries of the materials 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.
14. The vendor 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.
15. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
16. If a response to this Request for Proposal is accepted, the successful 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. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the responder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
17. 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.

18. Time is of the essence in the Proposer's performance. The Proposer 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 Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
19. 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, that he or she has inspected the location of the project (if applicable), and 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.
20. 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.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, 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. 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.
23. Sedgwick 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), and 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.
24. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
25. The successful contractor 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.
26. 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 . . . working for you"

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.**

27. Neither Agreements nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party without the prior written consent of the others.
28. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer 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.
29. 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 will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
30. No gifts or gratuities of any kind shall be offered to any County employee at any time.
31. The supplier will hold and save Sedgwick County, Kansas, 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.
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. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals 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 proposals 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 proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal 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 proposal sureties (bonds, certificates of insurance, etc.)

34. The Proposer must provide Sedgwick County with a toll-free telephone number OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Tammy Brandt, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 660-7255.

PROPOSAL RESPONSE FORM
STATE CRIMINAL ALIEN ASSISTANCE PROGRAM
04-0075

All organizations interested in proposing must provide one original and two (2) copies of the following information requested in the Request for Proposal. Responses are due NO LATER THAN Tuesday, October 12, 2004; 1:45 p.m., (CDT), Attention: Tammy Brandt; Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203. This form can be made available on disk in WordPerfect format, or may be scanned, to facilitate completion.

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 making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand 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.

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____

Sole Proprietorship _____ Partnership _____ Minority Business _____ Woman-Owned Business _____

Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

We acknowledge receipt of addenda (if applicable): NO. _____, DATED _____; NO. _____, DATED _____,

Vendor fully acknowledges that the entire document, including all requirements, objectives, and terms and conditions, are accepted with this response and any exceptions are clearly delineated.

Signature _____ Title _____