



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. MAIN, SUITE F WICHITA, KANSAS 67203-3672 TELEPHONE (316) 660-7255 FAX (316) 383-7055

**REQUEST FOR PROPOSAL
04-0077
PARKING MANAGEMENT
SEDGWICK COUNTY COURTHOUSE COMPLEX**

October 14, 2004

Sedgwick County, Kansas (hereinafter referred to as ("County")) desires to contract with a firm to provide parking management for the Sedgwick County Courthouse Complex public and employee parking facilities, including existing metered spaces on Water Street Access Way.

Please carefully review this Request for Proposal; it provides general information necessary to aid participating firms in formulating a thorough response. If your firm is interested in submitting a proposal commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, provide three (3) hard copies of the attached PROPOSAL RESPONSE FORM and any additional information. Responses must be received in a sealed envelope to the Sedgwick County Purchasing Department, 604 N. Main Street, Suite F, Wichita, KS 67203, on or before **1:45 p.m., C.S.T., Tuesday, November 9, 2004**. Late or incomplete responses will not be accepted and will not receive consideration for final award.

A mandatory pre-proposal meeting has been scheduled for October 22, 2004 **beginning at 10.00 a.m., C.D.T.** in the Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this solicitation, at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and the use of public facilities, the successful proposer shall understand that portions (potentially all) of their proposal (including any final contracts) will become public record after acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and **will not** be shared with any other persons not involved with the selection process.

Carol Bevelhymer, C.P.M.
Purchasing Agent

1.0 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. This is 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 on criteria formulated around the important feature 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 for 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 meetings with vendors, after receipt of all proposals. A Purchase Order or Contact 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 or service which best meets its required needs, quality levels, and budget constraints.

2.0 BACKGROUND AND OBJECTIVES

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at over 480,000 persons. It is the sixteenth largest in the area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas's 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 County constructed a parking garage in 1986 to provide parking for certain employees and patrons of the Courthouse Complex. A second parking garage was constructed in August 1997 to accommodate approximately 450 additional employees. All patrons of the Parking Garage are required to pay for parking privilege except for jurors, Eighteenth Judicial District victims, witnesses, and special visitors to County facilities.

The parking facilities grossed approximately \$251,809.90 in 2001, approximately \$255,114.69 in 2002, approximately \$255,375.37 in 2003, and approximately \$212,818.80 through August 20, 2004. The County owns all equipment (gates, parking ticket dispensers, etc.). A garage attendant "shack" and an administrative office (unfurnished) are available for use by the successful firm.

3.0 TECHNICAL INFORMATION

The following information is provided to assist interested vendors in providing responsive proposal. Information is current, however it is subject to change without notice.

The County maintains two (2) parking garages that are used by the public and/or County employees and parking meters on Water Street Access Way. A brief diagram (Exhibit "A") is attached.

Lot 1 New Employees Garage – is a parking zone of 453 spaces bounded by the exterior walls of the Sedgwick County parking garage with the entrance from Pine Street. The lot is currently used by County and State employees at a quarterly rate of \$39.00 and \$40.00 respectively.

Lot 2 Employee/Public Garage – is a parking zone of 451 spaces located on the northwest corner of Main and Elm Streets. County employees and the public currently use this lot. Current fees for parking are \$0.75 per half-hour and \$5.00 for all day. Monthly charges for the public are at a rate of \$40.00 per month and quarterly rates for County and State employees are \$39.00 and \$40.00 respectively not to exceed 225 employees.

Water Street Access Way - has 25 parking meters, which are also maintained by the parking facilities management firm

The current management firm is responsible for services from 7:00 a.m. through 6:00 p.m. daily, excluding weekends and County holidays. Services include: cleaning, snow removal, striping, dispensing and management of parking privilege cards, providing monthly reports to County management, acquisition and stock of all disposable materials, and advising County management of the need for any repairs.

County employees and other individuals currently must pay a card deposit fee of \$15.00 for a card to activate entry and exit system of parking. The card deposit fee is refundable, upon return to the current management firm, if not damaged, lost or mutilated. Card replacement is \$15.00.

Approximately 225 employees and public patrons use the employee/public parking garage annually during normal business hours, not to include second-shift employees and pay quarterly usage fees. Approximately 525 employees, not including third shift workers, use the employee-parking garage annually and pay quarterly usage fees.

The County shall guarantee that on the first day of the contractual period that the parking zones shall be suitable for use as parking facilities for motor vehicles and shall be fixtured to comply with all laws, regulations, ordinances and codes applicable. The County and the successful firm shall conduct a joint inspection of the premises and equipment and shall record the results in written condition survey signed by both parties.

4.0 SEDGWICK COUNTY'S RESPONSIBILITIES

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

1. Provide all information, as legally allowed, in possession of the County that relates to the County's requirements for the project or which is relevant to the project.
2. Assist the vendor in obtaining permission to enter public and private property as required for vendor to perform services.
3. Designate a person to act as the County's representative with respect to the work to be performed under this Agreement. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to the scope of work.

5.0 OBJECTIVE

Broadly stated, the County desires to select:

- A reputable firm to manage and maintain all County parking zones listed in the Technical Information section.
- A reputable firm to provide a monthly account of all monetary assets earned by the parking zones.

6.0 SELECTION CRITERIA

Firms will not be compensated for work required to participate in this selection process. The lowest price proposed may not have a direct bearing on the final selection.

The selection process will be based on the responses to his document. The County will judge each response as determined by meeting the following criteria, including but not limited to:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity completeness and comprehensiveness of the proposal.

2. Competence/ability to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and competence/experience of persons who would be assigned to perform the services as assessed by responses to this document.
3. Capacity to perform the services in the required time as reflected by availability of adequate personnel, equipment and facilities as assessed by responses to this document.
4. Past performance with respect to cost control and quality of work. This shall be determined in part by a check of references for similar projects and/or services provided for governmental entities or organizations of similar size as assessed by responses to this document.
5. Having experience in parking management services for previous projects of similar scope of work as assessed by responses to this document.
6. Proposing the services described herein with the most advantageous and prudent methodology and costs to the County.

A Review Committee comprised of representatives from the Division of Information & Operations, and the Purchasing Department will screen proposals. This committee may select a limited number of prospective firms for interviews prior to recommending a firm for award.

No negotiations, decision or actions shall be initiated by any company as a result of any verbal discussion with any county employee prior to the opening of responses to the request for proposal. Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations.

7.0 CONTRACT PERIOD & PAYMENT TERMS

A one (1) year contractual period shall begin on November 28, 2004 and continue through November 27, 2005, with option of two (2) additional, one (1) year terms. Renewals in one (1) year increments may be granted if mutually agreed upon between parties.

The County or the successful firm may cancel the contract prior to its expiration, after giving sixty (60) days notice in writing for failure of either party to comply with the terms and conditions of the specifications, conditions, and requirements.

8.0 MINIMUM FIRM QUALIFICATIONS

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services and/or products specified to be considered for award. Specific responses to each must be provided in the accompanying Response Form. It is expected that the successful firm will exceed these qualifications. Firms shall:

1. Be certified/licensed for the types of services specified and proposed and provide copies of all applicable certifications or licenses;
2. Provide a bank reference statement and/or a copy of the most recent, audited, financial statement indicating the ability to financially manage the scope of this project;
3. Have provided services similar to those specified herein for a minimum of three (3) years;
4. Understand that they, and all their subcontractors, shall maintain professional licenses needed to perform work in Sedgwick County and the State of Kansas;
5. Have experience in managing projects of similar scope and complexity; and,

6. Discuss any current violations of code and/or any ongoing litigation that may cause conflicts or affect the ability of the proposer to provide services.

9.0 SOLUTION/PAYMENT PROPOSAL

The County has identified that a flat monthly fee to the vendor is desired, however, interested firms are encouraged to propose solutions/creative plans to maximize County earnings while providing a fair profit where proceeds are divided between the successful vendor and the County.

Compensation shall be paid to the County on a monthly basis, and be due no later than close of business on the 15th day of the month, unless the 15th falls on weekend or holiday, in which case the compensation will be paid by close of business on the first business day following the 15th of the month.

10.0 SPECIFICATION & MANDATORY REQUIREMENTS

The following information is provided to assist proposers in providing a thorough response. Proposals received must reflect in detail their inclusion and the degree provided.

1. The successful firm must provide with their proposal a plan of operation, to include, but not be limited to: a detailed budget and program for overseeing the daily operation of the identified parking facilities, and a description of the planned method of communication between the County and successful vendor on both policy matters and emergency situations.
2. The successful firm shall be responsible for managing the identified parking zones Monday through Friday, from 7:00 a.m. through 6:00 p.m. daily, excluding weekends and County holidays. The County reserves the right to change the hours of operation within 30 days minimum notice to the successful vendor.
 - 2a. The successful firm shall provide a trained on-site manager to supervise parking operations on the premises of the parking garages and collect the receipts. The on-site manager shall maintain a minimum of two (2) hours of set office hours every day, which will include Wednesday 11 a.m.-2 p.m. Other office hours to be agreed upon with the County.
 - 2b. The successful firm shall provide uniformed or uniquely identifiable attendants trained and disciplined in the performance of their duties and courteous to all patrons, who shall be on duty during the parking zone hours of operations previously stated herein.
 - 2c. The successful firm shall be obligated to control the actions of its employees and require its employees to be clean and neat in their appearance.
3. The successful firm shall be responsible for routine building/ground maintenance of the parking zones including, but not limited to the following:
 - 3a. The successful firm shall be responsible for notifying the County of necessary structural repairs to the parking facility, changes and replacement required of operating equipment, replacement of fixtures, and landscaping while following specific obligations and the general guidelines of the Parking Garage Maintenance Manual of the Parking Consultants Council, and National Parking Association.
 - 3b. The successful firm shall maintain the equipment supplied by the County (listed in attached Exhibit "B") in good condition and repair, and keep the same in operating condition. Upon expiration or termination of the contractual agreement, return the same to the County in good working condition and repair, reasonable wear and tear and loss or damage by fire or other incident of force majeure expected.
 - 3c. The successful firm shall erect and/or maintain all necessary signage on the premises.

the Said signage shall be consistent with County standards and shall be approved by County prior to display.

- 3d. The successful firm shall keep the premises in a clean and orderly condition by performing trash removal and such other housekeeping services three (3) times a week minimum, and as needed at the request of the County.
 - 3e. Maintenance shall also include cleaning of the entire identified parking facilities, including snow removal and plowing of the roof, entrance and exit areas to and from the parking garages, to be completed no later than 9 a.m.
 - 3f. Maintenance shall also include striping and maintenance painting (including supplies and labor annually, or as needed at request of the County).
 - 3g. Maintenance shall also include repainting of all painted surfaces in 2005 and every two (2) years thereafter with painting/supplies provide by the successful firm, and touch-up of any painted surfaces, at the request of the County.
 - 3h. Maintenance shall also include cleaning of the parking garage floor surfaces using a suitable high-pressure hose/flush of all surfaces periodically and as necessary, but not less than twice per year, to remove sand, salt, oil, grease, and other items which are a slipping/driving hazard or could cause damage to the floor surface.
 - 3i. The successful firm shall provide the County with an annual schedule of all planned maintenance activities. Completion of such maintenance activities shall be documented and provided to the County on a monthly basis.
 - 3j. The successful firm shall be responsible for replacing burnt out lights within the parking facilities. The County shall provide replacement bulbs.
4. The successful firm shall furnish all expendable supplies (i.e., office supplies) necessary for the operation/management of the parking zones.
5. The successful firm shall keep accurate and complete records, in accordance with generally accepted accounting principles uniformly applied, reflecting all gross receipts, operating expenses and net profit with respect to the parking zones. The successful firm shall institute internal control procedures to ensure that all receipts and expenditures are properly accounted for.
- 5a. The successful firm shall provide monthly statements of profit and/or loss accounting for all gross receipts and all operating expenses (to the nearest bi-weekly period.) to the County by the successful firm within fifteen (15) calendar days after the end of each month in the detail and form designated by the County.
 - 5b. Within the thirty (30) days following the end of each contract year, and every twelve (12) months thereafter, the successful firm shall provide the County a statement showing the annual gross receipts for the preceding contract year, the amount of percentage sum due and payable to the County for the preceding year and the amount of validated juror and witness tickets as referred to herein.
 - 5c. The successful firm shall permit the County to audit the books and records of the parking zones operation during any regular business day.
 - 5d. The successful firm shall maintain and repair the parking meters on Water Street Access Way.

6. The successful firm shall provide and maintain, subject to the approval of the County, insurance coverage during the terms of the agreement and extensions thereof. The expense of which shall be treated as an operating expense. The successful firm shall furnish to the County certificates of the required insurance coverage. It shall be further understood that if any insurance furnished by the successful firm contains a deductible clause, any claims paid under such deductible clause shall be considered an operating expense of the premises and payable for gross receipts.

6a. The successful firm shall possess and maintain Worker's Compensation and Employer's Liability coverage for all persons employed at the premises in accordance with applicable State law.

7. The successful firm shall obtain and maintain any and all necessary licenses and permits required by a governmental body or agency having jurisdiction in connection with any activities at the premises and will abide by the terms and provisions of any such licenses and permit. Any expense incurred by the successful firms to obtain such licenses and permits shall be treated as an operating expense.

8. The successful firm shall NOT use, and shall make every reasonable effort to prevent any person from using, any part of the premises for any use or purpose, which is directly or indirectly forbidden by public law or which may be violation of the laws of the state of Kansas, of any City of Wichita ordinance or which may be dangerous to life, limb or property.

8a. The parking zones shall be kept by the successful firm in a clean and orderly condition, and all lawful and valid health and related regulations shall be in all respects and at all times fully complied with.

9. The successful firms shall provide no-charge parking for employees and other reserved spaces as may be agreed upon between the County and the successful firm.

9a. The successful firm shall provide free parking for authorized press vehicles, Boards, Commissioners, Governmental bodies, Contractors with County issued Contractor badges, Law Enforcement, employees who come to the Courthouse Complex for training and other persons as deemed by the County.

9b. The successful firm shall supervise and administer a system for validated juror and witness parking whereby these tickets would be identified and stamped by Jury Clerks and or other persons so authorized by the County. The amount of parking Fees incurred would be reported monthly and annually to the County.

9c. The successful firm shall honor as valid all current permits held by persons other than County employees, e.g. Attorneys, with renewal rates to be reviewed prior to commencement of any renewal term. The number of such monthly permits shall be limited to a total of seventy (70).

9d. The successful firm shall provide marked spaces for persons with disabilities in accordance with K.S.A. 8-1,128

9e. The successful firm shall NOT contract with, rent, lease, or otherwise offer for a fee any parking space located on the premises to any employee of the County or Eighteenth Judicial District individually, except for those parking spaces which are specifically allocated for rental by such employees as designated by the county.

11.0 MANDATORY PRE-PROPOSAL MEETING

Interested firms shall be required to attend a mandatory pre-proposal meeting on October 22, 2004 at 10:00 a.m. (CDT), in the Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203. Richard Chebultz, Operations Manager for Sedgwick County, will address questions regarding the

contract and conduct a tour of the parking zones. Failure to attend will preclude participating in the selection process.

Questions regarding the purchasing process may be directed to Carol Bevelhymmer, Sedgwick County Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas, 67203, (316) 660-7261, e-mail to cbevelhy@sedgwick.gov, or fax to (316) 383-7055.

12.0 GENERAL DEFINITIONS

The following are provided to assist proposers in providing a responsive proposal,

Courthouse Complex	All real property owned, controlled or maintained by Sedgwick County within the area bounded by a line beginning at the intersection of Market Street and Central Avenue; then north on Market Street to Elm Street; then west on Elm Street to Main Street; then north on Main Street to Pine Street; then west on Pine Street to Wichita Street; then south on Wichita Street to Central Avenue; then east on Central Avenue to Market Street.
Access Way	A Courthouse Complex roadway which is NOT a City of Wichita street or alley due to having been vacated by the City of Wichita.
Employee	Any person who is a full or part-time employee of Sedgwick County or of the Eighteenth Judicial District.
Juror	A person who is summoned or sworn for jury duty by the Eighteenth Judicial District.
Public	Any person who is NOT an employee of Sedgwick County or the Eighteenth Judicial District.
Gross Receipts	As used herein, shall mean all sums collected by the successful firm from all sources for rental of space for the parking of motor vehicles whether on a hourly, daily, weekly, monthly, or quarterly basis, less all authorized refunds, discounts, and allowances made by the County to its customers.

13.0 TIME LINE

The following dates are provided to assist interested firms in planning participation in the project described Herein. The dates listed, however, are in no way a guarantee and are subject to change without notice.

Request for Proposal is issued-----	October 14, 2004
Pre-Proposal Meeting-----	October 22,2004
Response due-----	November 9,2004
Review proposals/interviews-----	November 9-17,2004
Board of Bids and Contracts Meeting-----	November 18,2004
Board of County Commissioners Meeting-----	November 24, 2004

14.0 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 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) completed copies of this document to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. (CST) on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.
9. 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.
10. Sedgwick County interprets the term "lowest responsible 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. After the award, 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 responder 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. Upon award, 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. 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.
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. 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. 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 and 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 Carol Bevelhimer, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS

**Proposal Response Form
04-0077**

**PARKING MANAGEMENT
SEDGWICK COUNTY COURTHOUSE COMPLEX**

All firms interested in bidding MUST provide three (3) copies of the entire document and return with any supplementary materials. **Responses are due NOT LATER THAN Tuesday, November 9, 2004, 1:45 p.m., (CST).** Attention: Carol Bevelhymmer, Sedgwick County 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 of 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 Bid is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. _____

COMPANY WEB SITE _____ 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 _____

MANUFACTURER DISTRIBUTOR RETAIL DEALER SERVICE

Flat monthly fee \$ _____ to vendor, using current fees for Parking (listed in "Technical Information" on pages 2 and 3).

WE ACKNOWLEDGE RECEIPT OF ADDENDUMS: 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 www.sedgwickcounty.org/purchasing.

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 _____

EXHIBIT "B"

SEDGWICK COUNTY PARKING GARAGES ASSETS

QTY	DESCRIPTION
9	Gates with LCD controller and folding/gate arms.
9	Card readers with enclosure stand, power supply, heater and proximity reader.
2	Ticket-dispensing machines.
1	Power pad auditor fee computer system.
1	Fee display, attached to booth.
2	Neon "Full" sign, mounted.
1248	Proximity cards.
18	Detector loops (garages)
3	Uninterrupted power supplies.
1	Epson U950 printer.