



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. Main, Suite F : Wichita, KS 67203 : Telephone (316) 660-7255 : Fax (316) 383-7055

REQUEST FOR PROPOSAL

#07-0189

ON CALL SERVICES FOR BACKGROUND CHECKS

September 7, 2007

Sedgwick County, Kansas (hereafter referred to as County) will accept proposals for on call background check services for use by/for Sedgwick County. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

Please carefully review this Request for Proposal (hereafter referred to as a RFP); it provides general information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, you must submit one (1) original and five (5) copies of the entire document, along with any additional information requested and return in a sealed container/envelope to the Sedgwick County Purchasing Department, 604 N. Main Street, Suite F, Wichita, KS 67203, on or before **1:45 p.m., CDT, Tuesday, October 2, 2007**. Late or incomplete responses will not be accepted and will not receive consideration for final award.

All questions regarding this document should be submitted in writing to Joe Thomas, Senior Purchasing Agent, at jethomas@sedgwick.gov and Brad Snapp, SCHD (Sedgwick County Housing Department), at bsnapp@sedgwick.gov no later than 5:00 p.m. CDT, Friday, September 14, 2007. Any questions of a substantive nature will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFP's to the right of the RFP number and description, by 5:00 p.m. CDT, Wednesday, September 19, 2007. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Proposed base pricing for products/services 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. 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. More than one proposal option may be submitted for consideration. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer will understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its 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 persons not involved with the selection process.



Joe Thomas, C.P.M.
Senior Purchasing Agent

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution, as described on the cover page and in the following Background Information section, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 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 that measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels and budget constraints.

2. BACKGROUND INFORMATION

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 1008 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, cultural, human/social, and education.

The Sedgwick County Housing Department (SCHD) was established in 1986 under the Municipal Housing Law of the State of Kansas. Its legal jurisdiction is limited to the counties of Butler, Harvey and Sedgwick, outside the city limits of Wichita.

SCHD administers the Section 8 Housing Choice Voucher Program through the U.S. Department of Housing and Urban Development (HUD). SCHD maintains a single wait list for admission to the Housing Choice Voucher Program. Applicants are selected by amount of income, date and time of application. All applicants are subject to the following screening:

1. Public records
2. Criminal history from local, state, and federal sources
3. Sexual offenders' registry

3. GOALS AND OBJECTIVE

In accordance with the specifications outlined herein, it is the intent of this invitation to receive proposal(s) for providing on call background checks.

Applicants who have a current or past history of drug-related or violent criminal behavior or otherwise criminal behavior within the preceding three years shall be ineligible for the program (Quality Housing & Work Responsibility Act, 1998 Title V, Section 576(c)(1)(2)). SCHD will not offer assistance to any applicant who has a criminal conviction for drug-related or violent behavior in the last three (3) years.

Mandatory prohibition is required if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

To ensure compliance with HUD Regulations and the SCHD Administrative Plan, the SCHD intends to purchase services that will provide the following:

1. Nationwide (specifically KS) records search for criminal history from all city municipal courts;
2. Nationwide (specifically KS) records search for criminal history from all county district courts;
3. Ability to search the National Sex Offenders Registry;
4. Ability to search the Kansas Sex Offenders Registry;
5. Ability to search the Department of Corrections nationwide;
6. Timeliness of reports.

4. SCOPE OF WORK

SCHD screens approximately 500 applicants per year.

5. SELECTION CRITERIA

The selection process will be based on the responses to this RFP and any interviews required verifying the ability of proposer to provide services in accord with this document. A committee will evaluate each proposer's response as determined by meeting the following criteria (ranked in no particular order):

- a. Demonstrate clearly and completely your organization's ability and capacity to meet all RFP conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal;
- b. Referenceable performance of proposed services, that will verify service levels and capability of the respondent to provide a thorough solution;
- c. Meeting or exceeding all provider qualification requirements and/or specifications as outlined herein;
- d. Proposing the services described herein with the most advantageous and prudent methodology to the County and the best business practice of the SCHD.

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

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

6. EVALUATION PROCESS

The evaluation process will be conducted by a committee from Monday, October 8, 2007 through Tuesday, October 9, 2007. The committee will conduct their interview process during these dates by telephone with potential candidates. Please be sure to have available on these dates the appropriate personnel that can answer questions regarding your submitted proposal.

7. INSURANCE

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the County by registered mail prior to any modification, cancellation, non-renewal or other change in coverage. The policies must be effective prior to the commencement of work and must remain in force until termination of work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the proposer to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration of insured.

The following minimum coverage is generally required of vendors providing service:

Workers Compensation	Applicable State Statutory
Employers' Liability	\$100,000.00
Contractor's Liability Insurance	
Form of insurance shall 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	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

8. HOLD HARMLESS

To the fullest extent permitted by law, the successful firm agrees to defend, pay in behalf of, and hold harmless Sedgwick County, it's elected and appointed officials, employees and volunteers and others working in behalf of the County, against any and all claims, demands, and suits. Loss includes all costs connected therewith for any damages, which may be asserted, claimed or recovered against or from the firm, by reason of personal injury, including bodily injury and death; and/or property damages, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

9. INDEMNIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

10. CONTRACT PERIOD & PAYMENT TERMS

A one (1) year contractual period will begin after Board of County Commission approval, with options to renew for two (2) additional one (1) year terms. The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notice as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document, or if determined that services can be better provided by County or other sources.

11. 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 proposer’s response to this RFP.

- a. Provide a bank reference statement and/or copy of the most recent, financial statement; and
- b. Have provided services similar to those specified herein.

12. MINIMUM MANDATORY REQUIREMENTS

The following requirements are provided to assist proposers in understanding the objective of the County and submitting a thorough response. **Specific responses to each must be acknowledged and proposers must include an explanation for each that describes how their service complies or does not comply with that requirement.** *All requirements are minimum unless otherwise noted.* The successful proposer will provide a solution, which meets or exceeds the following requirements:

Number	Mandatory Requirements	Yes	No	Explanation
12.1	Nationwide (specifically KS) records search for criminal history from all City Municipal Courts			
12.2	Nationwide (specifically KS) records search for criminal history from all County District Courts			
12.3	Ability to search National Sex Offenders’ Registry			
12.4	Ability to search Kansas Sex Offenders’ Registry			
12.5	Ability to search Department of Corrections nationwide			
12.6	Methodology for locating and reporting information in a timely manner. Include description of turnaround time. Explain in detail.			

13. TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Joe Thomas, Senior Purchasing Agent at (316) 660-7265 to confirm any/all dates.

Distribution of Request for Proposal to interested parties	September 7, 2007
Questions due in writing by 5:00 p.m. CDT	September 14, 2007
Clarification and Answers posted by 5:00 p.m. CDT	September 19, 2007
Sealed proposals due before 1:45 p.m. CDT	October 2, 2007
Review proposals, conduct interviews	October 8 – October 9, 2007
Board of Bids and Contracts	October 11, 2007
Board of County Commission	October 17, 2007

14. PROPOSAL CONDITIONS

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

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.
7. Proposers MUST return one (1) original and five (5) copies of the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm's name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If 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.

11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After the award, if the successful vendor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The 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.
14. 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.
15. If a vendor is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. The Proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
17. 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.
18. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
19. 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.
20. 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.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. 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.

23. 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.
24. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
25. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact Purchasing Department for details.
26. 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.
27. No gifts or gratuities of any kind shall be offered to any County employee at any time.
28. 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.
29. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

**ON CALL SERVICES FOR BACKGROUND CHECKS
PROPOSAL RESPONSE FORM**

RFP #07-0189

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 RFP 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 _____ DATE _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. NUMBER _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION (check all which apply):

Public Corporation ____ Private Corporation ____ Sole Proprietorship ____ Partnership ____
Small Business ____ Manufacturer ____ Distributor ____ Retail ____ Dealer ____
Minority Business _____ (Certification # _____) Woman-Owned Business _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/purchasing under online services; current RFP's to the right of the RFP number and description.

We acknowledge receipt of addenda: # 1. _____, DATED _____; #2. _____, 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 exception(s).

PRICING INFORMATION:

1. I/We _____, propose a cost of \$ _____
per inquiry.

Signature: _____ Title: _____

Date: _____