



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

604 N. Main, Suite F

Wichita, KS 67203

Telephone (316) 660-7255

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REQUEST FOR PROPOSAL

#07-0200

TRAINING SOFTWARE

September 7, 2007

SEDGWICK County, Kansas (hereafter referred to as County) will accept proposals for training software for use by/for the Technology Learning Center. 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/product described herein.

Please carefully review this Request for Proposal; 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 three (3) 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 16, 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 Kandace Johnson, Senior Purchasing Agent, at kjohnson@sedgwick.gov and Kelly Looney, at klooney@sedgwick.gov no later than 5:00 p.m. CDT, Tuesday, September 18, 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, Thursday, September 20, 2007. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Proposed base pricing for product/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 (1) 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.

Kandace Johnson, CPPB
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 that best meets its required needs, quality levels and budget constraints.**

2. BACKGROUND INFORMATION

The Technology Learning Center (TLC) is comprised of 11 workstations; 1 instructor and 10 students. One Intro and Intermediate class for each application in Office Professional except for Outlook is offered each month with an average of 6 students per class for an estimated total of 672 students per year.

The purpose of this RFP is to select - from competing proposals - the optimum combination of price, services, customization, and functionality as outlined in the Specifications and/or Mandatory Requirements. The objective is to obtain software training curriculum for the Microsoft Office Suite package, including the following applications:

Primary

Word
Access
PowerPoint
Excel
Outlook

Secondary

Project
Visio
InfoPath

It is desired to have 2007 titles available. If an item cannot be provided, the proposer must list and identify any alternatives or substitutions. Licensing must include print on demand or unlimited printing.

3. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required to verify 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):

- 3.1 Demonstrate clearly and completely your organization's ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- 3.2 Ability to meet the conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- 3.3 Providing references detailing performance of proposed services that will verify service levels and capability of the respondent to provide a thorough solution.
- 3.4 Meeting or exceeding all provider qualification requirements and/or specifications as outlined

herein.

3.5 Proposing the product and services described herein with the most advantageous and prudent methodology to the County.

3.6 Proposing training software with the most advantageous overall cost to the County.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick 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 request for proposal process. Sedgwick 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 levels, and budget constraints.

4. 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 proposer's response to this Request for Proposal.

4.1 Provide a bank reference statement and/or copy of the most recent, financial statement.

4.2 Must have previously provided services similar to those specified herein.

5. SPECIFICATIONS and 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 item that describes how their product complies or does not comply with that requirement.** *All requirements are minimum unless otherwise noted.*

Vendor must submit a basic, intro, level 1 Word manual with bid. Record the manual's page number in the table below for all YES responses and also record the item number in the manual.

The successful proposer will provide a solution that meets or exceeds the following requirements:

Item #	DESCRIPTION	YES	NO	PAGE #
5.1	All Instructor lead courseware must consist of the following components:			
5.1.1	Intro, intermediate and advanced.			
5.1.2	Student guide with lesson files.			
5.1.3	Exercises at the end of each chapter with practice files.			
5.1.4	Instructor guide.			
5.2	INSTRUCTOR-LEAD COURSEWARE-MANUALS			
5.2.1	Student and instructor manuals must be provided on CD-ROM and allow for replacement if lost or destroyed.			
5.2.2	Must be allowed to print an unlimited number of manuals to accommodate an unknown number of students. Called Print On Demand.			
5.2.3	Manuals should include graphic depictions of step by step instructions (screenshots) and a space for notes.			
5.2.4	Easy to follow step by step instructions that minimize the amount of text needed to understand what needs to			

	be done.			
5.2.5	Courseware must be modular in design. Manuals should be editable if courses need to be added to more closely reflect the business of Sedgwick County.			
5.2.6	Instruction should be packaged in short informative, task specific units so that module can be included or excluded for the customization of classes.			
5.2.7	Sections should be subject oriented and only include one subject per section.			
5.2.8	Manuals should be separated by the student's anticipated capability – Intro, Intermediate, Advanced, etc. (Provide sample of table of contents for each level)			
5.2.9	All Microsoft course titles should include but not limited to items covered in certification testing (Microsoft Office User Standard - MOUS).			
5.2.10	Customized courseware must be printable, properly paginated and maintain continuity.			
5.2.11	All courseware must be accompanied by a PRN file to accommodate regular reprinting of student and instructor manuals.			
5.2.12	Authoring software should be provided (if necessary) to customize manuals.			
5.2.13	The physical construction of each section should allow for moving from one level to another without disrupting the manual's continuity.			
5.2.14	The physical construction of each section should allow for adding or deleting a section without disrupting the manual's continuity.			
5.2.15	Task oriented project, building from lesson to lesson resulting in a tangible product.			
5.2.16	Definitions of application specific tools and terms that would be unfamiliar to the student.			
5.2.17	A step-by-step section succinctly delineating command selections or keystrokes with screenshots at the conclusion of the lesson that clearly illustrate the intended result. Each step should be accompanied with an explanation of that steps objective.			
5.2.18	Courseware should be provided in Microsoft Word text format.			
5.3	EXERCISES			
5.3.1	Every chapter must conclude with a student exercise.			
5.3.2	Each exercise must contain a number of steps, each with an objective the student needs to complete to determine if the lesson was understood and a transfer of knowledge took place.			
5.3.3	Each step in the exercise should contain an objective covered in the lesson. The objective should be stated.			
5.3.4	Lesson scenario and exercise scenario must be different.			
5.3.5	A separate file should be provided for each exercise.			

5.3.6	Include references where the objective was covered in the lesson for each step in the exercise.			
5.3.7	A file must be provided for each exercise containing the needed material that allows the student to complete a series of edits that might include additions, deletions and modifications. Typing should be kept to a minimum, students are not expected to create the exercises only edit them.			
5.3.8	Exercises must give students the opportunity to work independently, emphasize lesson content and to incorporate new concepts learned.			

6. DESIRED REQUIREMENTS

The following desired requirements may be used to assess the capability and methodology of a proposed solution during the evaluation process to determine best value. They represent highly desired, but not mandatory requirements. **Proposers must include an explanation for each item that describes how their solution complies or does not comply with that feature. Explanation must state if that feature is included in the standard product or if it can be purchased as a separate module.**

Item #	DESCRIPTION	YES	NO	PAGE
6.1	Self-Assessment tests			
6.1.1	Pre and post tests may be Web-based – Intranet. (Provide sample)			
6.1.2	Instructor may be able to provide pre-test at the users desktop in advance of the class.			
6.1.3	Instructor may be able to use self-assessment as a pre-test and post test.			
6.1.4	Self-assessment test may mirror contents of courseware.			
6.1.5	Tests may be customizable to reflect customized courseware.			
6.2	Student lessons			
6.2.1	Manuals should include usage of bold or highlighting of action words to convey step by step instructions.			
6.2.2	Chapters should be broken down into lessons and each lesson should be independent of all other lessons not requiring students to do previous lesson as a prerequisite.			
6.2.3	Each lesson may begin with an overview of the topic.			
6.2.4	Guides available on the same page to be used as a quicker reference. (Provide sample)			
6.3	Exercises			
6.3.1	Provide a screenshot of the completed exercise.			

7. TESTING AND PRODUCT DEMONSTRATIONS

This information is only provided to assist participating firms in understanding the nature, scope, and procedures of the Testing Phase of the project.

1. Sedgwick County project committee will test/review the proposed product to determine:
 - a. Ease of administration for daily and scheduled maintenance
 - b. Accessibility of key components
 - c. Compatibility with existing software and equipment
 - d. Ease of use/handling

8. 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 time at its own expense insurance in accordance with these specifications.

9. CONTRACT PERIOD INFORMATION

A contractual period with the successful firm will begin following award from Board of County Commission and will be for the duration of the project.

The Provider will act as an independent contractor in providing services and performing duties required by the County. Contractor will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of coverage of County's worker's compensation insurance, nor shall contractor, and employees of contractor, be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to contractor.

Payments for all specified product/services to the successful proposer can be made with the following criteria taken into consideration:

- Board of County Commission approval of the recommended proposal;
- Delivery of the proposed software and support;
- Successful implementation of the delivered product/services;
- Receipt of invoicing;
- Product functioning at production capacity for thirty (30) consecutive days;
- Final payment will not be made until above conditions are met and has been established.

10. TERMINATION

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services.

11. TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Kandace Johnson, Purchasing Department at (316) 660-7267 to confirm any/all dates.

Distribution of Request for Proposal to interested parties	September 7, 2007
Questions Due by 5:00 p.m.CDT.....	September 18, 2007
Response to questions posted by 5:00 p.m. CDT.	September 20, 2007
Sealed proposals due before 1:45 p.m CDT.	October 16, 2007
Review proposals, conduct interviews.....	October 16-October 24, 2007
Board of Bids and Contracts	October 25, 2007
Board of County Commission	October 31, 2007

12. GENERAL CONTRACT PROVISIONS

The following appendix is language the County requires for all contracts that are entered in to.

1. AUTHORITY TO CONTRACT.

a. **Affirmation of Legal Authority.** Vendor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Vendor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Vendor to act in connection with the application and to provide such additional information as may be required.

b. **Required Documentation.** 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.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

It is agreed that the legal relationship between Vendor and County is of a contractual nature. Both parties assert and believe that Vendor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Vendor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, neither Vendor nor employees of Vendor will be within the protection or coverage of County's worker's compensation insurance, nor shall Vendor or employees of Vendor be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Vendor.

3. PERSONNEL.

a. **Qualified Personnel.** Vendor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the United States, the State of Kansas, and the provisions of this contract.

b. **Minimum Wages.** Vendor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

c. **Employee Conflict of Interest.** Vendor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. PROHIBITION OF CONFLICTS OF INTEREST.

a. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

b. **Interest of Vendor.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, would conflict in any manner or degree with the performance of services required to be performed under this contract.

c. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Vendor at time of agreement, 2) an employee of Vendor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Vendor during pendency of agreement, shall require written notice to the County at the addresses listed in the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Vendor or Vendor's competitors.

d. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Vendor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that Vendors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

a. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is 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), and other laws of the State of Kansas. This Agreement 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 this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

b. **Non-Supplanting Existing Funds.** Vendor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources

6. RECORDS, REPORTS AND INSPECTION.

a. **Documentation of Costs.** All costs incurred by Vendor for which Vendor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

b. **Maintenance of Records.** Except as otherwise authorized by County, Vendor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

c. **Reports.** During the term of this contract, Vendor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Vendor will be withheld by County if Vendor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

d. **Audit.** Vendor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.

e. **Availability of Records.** Vendor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

f. **Vendors Purchasing Procedure.** Vendor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Vendor agrees to make available a written description of its purchasing procedures if requested by County.

g. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. METHOD OF BILLING AND PAYMENT.

a. **Billing Procedures.** Vendor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

b. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in this Appendix.

c. **Reimbursement Restrictions.** Payments shall be made to Vendor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Vendor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

d. **Pre-disbursement Requirements.** Vendor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Vendor.

e. **Mailing Address.** Payments shall be mailed to Vendor's address as set forth herein.

8. LICENSES AND PERMITS.

Vendor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Vendor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, at its discretion.

9. EPA APPROVED BUILDING.

Vendor will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

10. HANDICAPPED ACCESSIBILITY.

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements of the Americans with Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

12. MODIFICATION.

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

13. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

14. COMPLIANCE WITH APPLICABLE LAWS.

a. **Service Standards and Procedures.** Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.

b. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.

c. **Compliance With Law.** Vendor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

d. **Access to Meetings.** Vendor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

15. DISCRIMINATION PROHIBITED

a. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of County or any agency of or authority created by County, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain the following provisions. Therefore, Vendor agrees to the following:

- (1) Vendor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- (2) In all solicitations or advertisements for employees, Vendor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- (3) If Vendor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- (4) If Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- (5) Vendor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor.

- (6) The provisions of this section shall not apply to a contract entered into by a contractor who:
1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

b. Vendor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);
- (2) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*, and 29 C.F.R. Parts 1602, 1604, 1605, & 1606);
- (3) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
- (4) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
- (5) The Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
- (7) The Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*, and K.A.R. Articles 21-30 through 21-34, 21-50, & 21-70); and
- (8) The Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.*), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*, and K.A.R. Article 21-80).

c. Vendor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by County if Vendor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section.

16. TERMINATION OF CONTRACT.

a. **Termination for Breach or Default.** Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

1. A Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days (or such other time period, not less than thirty (30) calendar days, as may be reasonably agreed by the Parties under the circumstances) after the non-breaching Party gives written notice describing the breach in reasonable detail.
2. A Party dissolves or liquidates or otherwise discontinues substantially all of its business operations.
3. County fails to pay to Vendor, within thirty (30) calendar days after Vendor makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.

4. In the event of termination, such information prepared by Vendor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

5. Notwithstanding the above, Vendor shall not be relieved of liability to County by virtue of any breach of this contract by Vendor and County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due County from Vendor are determined.

b. **Termination for Convenience.** Notwithstanding any other provision of this Agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Vendor and termination shall be effective no earlier than thirty (30) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, Vendor shall be paid for all Services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.

17. PAYMENT CALCULATION UPON TERMINATION.

In the event of termination under this agreement by either party, any amount owed Vendor will be calculated based solely upon the fair value to the County provided by Vendor to the point of termination. In the event of Termination, County will only pay Vendor the value of such Vendor's work to the point of termination which remains usable by County. In no event after termination will Vendor be entitled to an amount in excess of the maximum contract amount.

18. INDEMNIFICATION AGREEMENT.

All parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any negligent or willful act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

19. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Division of Information & Operations
Attention: Contract Manager
538 N. Main, 1st floor
Wichita, KS 67203
PHONE (316) 660-9800

Sedgwick County Legal Department
Attention: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Vendor: _____

Phone: _____

20. CONFIDENTIAL INFORMATION.

The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to, the financial, marketing, and other proprietary business information. Neither party shall use, duplicate or divulge to others any confidential information disclosed to that party by the other party in the course of performance of this Agreement without first obtaining written permission from that party, to the extent allowed by law.

21. NO INFERENCES REGARDING DRAFTER.

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual Agreement regarding the same. Because of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identify of the drafter shall be applicable in interpreting or enforcing this Agreement.

22. WARRANTIES AND REPRESENTATIONS.

Vendor warrants and represents that it will perform any and all services hereunder in a professional and workmanlike manner and that all such work shall be free of errors and defects. Vendor shall immediately correct any error or defect at no additional cost to County. This remedy is in addition to any other remedy which County may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

23. LIABILITY INSURANCE.

Vendor agrees to maintain the following minimum limits of insurance coverage throughout the term of this agreement in such a form and manner as to provide coverage for any and all errors and omissions made during performance of this Agreement:

- General Liability Insurance \$500,000 per occurrence
- Worker's Compensation Per State Statute
- Employers Liability: \$100,000 Bodily by Accident
 \$500,000 Bodily Injury by Disease
 \$100,000 Bodily Injury by Disease each Employee
- Business Auto \$500,000 combined single limit per occurrence
 (Owned & Non-Owned)

Liability insurance coverage must be considered as primary and not as excess insurance. Vendor shall furnish a certificate evidencing such coverage, with County named as an additional insured, which shall be delivered to the Office of the Sedgwick County Counselor for approval. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives notice of such change by registered mail.

24. REMOVAL OF REPRESENTATIVE.

Should County reasonably object to an individual employed or engaged by Vendor to perform the services hereunder, Vendor agrees to promptly replace that person with an individual approved by County.

25. SAVINGS CLAUSE.

If any particular provision of the Agreement to which this Appendix is attached, or of this Appendix or of any other Appendix that is also attached to said Agreement, or a provision of any document that is referenced by said

Agreement, shall be determined to be invalid or unenforceable, that determination shall not affect the other provisions that shall be construed in all respects as if the invalid or unenforceable provision were omitted.

26. **PUBLIC NATURE OF AGREEMENT.**

This agreement and all addenda, exhibits and attachments thereto are public documents that will be filed with the Sedgwick County Clerk.

13. 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 three (3) 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 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.

14. PROPOSAL CONTENT

Proposals received should reflect in detail their inclusion and the degree provided. The Proposal submission should be organized in the following format and information sequence:

- A. State full name and address of your organization. Include names, titles, and qualifications of lead professional personnel to be assigned to the county account.
- B. Provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and the demonstration of your ability to be the provider of the outlined services.
- C. Provide a list of four (4) current client references, include organization, address, date of services, scope of services, contact person, telephone number, and an email address.
- D. Acknowledge and clearly address minimum firm qualifications in sequential order as listed in Section 4 on page 3.
- E. Acknowledge and address in sequential order each specifications and minimum mandatory requirements listed in Section 5 on page's 3, 4 and 5.
- F. Acknowledge and address in sequential order each desired requirements listed in Section 6 on page 5.
- G. State if license is one time or renewable.

- H. Provide a list of 2007 titles that have been released. Provide a schedule for proposed release of 2007 titles that have not been released to date.
- I. Provide a chapter from the intermediate level with exercises.
- J. Provide annual pricing per title for primary Microsoft office titles including but not limited to intro, intermediate and advanced.
- K. Provide annual pricing per title for secondary Microsoft applications including but not limited to intro, intermediate and advanced, if available.
- L. Provide costs for maintenance and support for first year and if available per incident.
- M. Include any topics not covered in the Request for Proposal that you wish to disclose to the County that further describes your firm's level of qualifications to provide the outlined services.
- N. Provide a completed Proposal Response Form in the same format as that provided on page 18 with separate costs as listed.

**TRAINING SOFTWARE
PROPOSAL RESPONSE FORM
RFP# 07-0200**

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid 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) the person has 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 upon signing of a contract; and (6) mistakes in writing of the submitted bid will be the responsibility of the bidder.

FIRM NAME _____

CONTACT _____ DATE _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

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.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting this bid, vendor acknowledges all requirements, terms, conditions, and sections of this document. **Any exceptions should be clearly delineated and detailed.**