



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

www.sedgwickcounty.org/purchasing

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Wichita, KS 67203

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**REQUEST FOR PROPOSAL
#07-0210
UNEMPLOYMENT COST MANAGEMENT SERVICES**

October 25, 2007

Sedgwick County, Kansas (hereinafter referred to as the "County") is seeking Unemployment Cost Management Services. Services will be utilized on a case-by-case basis under the direction of the Sedgwick County Human Resources Department in consultation with the County Counselor. No particular amount of business can be guaranteed.

Carefully review this Request for Proposal, it provides specific information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit 1 original and four (4) copies of the attached PROPOSAL RESPONSE FORM and any additional applicable information and return in a sealed envelope to the Sedgwick County Purchasing Department on or before 1:45 p.m. CST, Friday, November 9, 2007. **Late responses will not be accepted and will not receive consideration for final award.**

All questions regarding this document will be submitted in writing to Iris Baker, Purchasing Director, at ibaker@sedgwick.gov no later than noon (CDT), Wednesday, October 31, 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/RFQ's; to the right of the RFP number and description, by Friday, November 2, 2007, 5:00 p.m. (CDT). **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, at the Sedgwick County Board of Bids and Contracts meeting. Because purchases of this nature require the expenditure for public funds and/or public facilities, it should be noted that all other information provided will be considered proprietary and will NOT be divulged during the proposal review process. The successful proposer will understand, however, that portions (potentially all) of their proposal (including any final contracts) will become public record after award.

Iris Baker, C.P.M.
Purchasing Director

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. 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 reviewed as standards, which measure how well a vendor’s approach meets the desired requirements and needs of the County. The criteria to 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 Contract will be awarded to a qualified firm submitting the best proposal as determined by the County. **Sedgwick County reserves the right to select and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.**

2. BACKGROUND INFORMATION and OBJECTIVES

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas’ 105 counties with a population estimated at more than 450,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The County is interested in receiving proposals that provide competent and cost effective management of unemployment services, including appellate services.

There is no assurance that selection as Unemployment Cost Management Services provider for Sedgwick County will result in any minimum number of case referrals. The Sedgwick County Human Resources Department, in consultation with the County Counselor will be responsible for the referral of cases.

Sedgwick County has two rated governmental employee groups, the Sedgwick County Fire District Number One group and the Sedgwick County Employee group.

The Kansas Department of Labor benefit cost rate percentages for 2008 are:
.10% for Sedgwick County Fire District Number One (experience factor .0005 X adjustment factor 1.43)
.24% for Sedgwick County Employees (experience factor .0017 X adjustment factor 1.43)

A summary of the unemployment claim activity for a 12 month period is:

	7/1/06 – 9/30/06	10/1/06 - 12/31/06	1/1/07 - 3/31/07	4/1/07 – 6/30/07
Total claims activity per period	46	45	43	42
Total # of protestable claims per period	37	32	29	34
Total # of non-protestable claims per period	9	13	14	8

3. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of proposer to provide services in response to this document. A review committee will select the proposals that appear most beneficial. Representatives of Sedgwick County will judge each firm’s response as determined based on the following criteria:

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

- Meeting Minimum Qualifications and all Requirements as outlined herein.
- Proposing services described herein with the most advantageous and prudent methodology and costs to the County.
- Provide references for which similar services have been provided in the last 3 years.

4. SEDGWICK COUNTY'S RESPONSIBILITIES

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

- 4.1. Provide information as legally allowed, in possession of the County, which relates to the County's requirements for services listed herein.
- 4.2. Examine all studies, reports, proposals, and other documents presented/forwarded by consultant.
- 4.3. Designate a person to act in an oversight capacity with respect to the work to be performed under the Agreement for this project. Such person shall have the authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, equipment, elements, and systems pertinent to consultant's services.

5. SCOPE OF SERVICES

The successful contractor at a minimum shall be responsible for:

- 5.1. Maintaining a database pertaining to unemployment compensation claims and will submit reports and recommendations to the County as requested;
- 5.2. Providing an account manager who shall be responsible for complete administration of the processing of all the County's unemployment insurance claims;
- 5.3. Reviewing all unemployment insurance claims for determination of eligibility, verify client liability, conduct pre-hearing conferences, provide unemployment hearing representation, insure rate stability;
- 5.4. Providing updates on legislative changes and impact of changes; and
- 5.5. Providing consulting services on as needed basis.

6. MINIMUM QUALIFICATIONS

The successful contractor shall have the following minimum qualifications:

- 6.1. Five (5) years experience handling unemployment claims cases.
- 6.2. Expertise and knowledge of the unemployment system to represent the County's best interest as an employer.
- 6.3. Be familiar with the laws of the State of Kansas.
- 6.4. Provide any licenses required to perform services outlined herein.

7. CONTRACT TERM

A contractual period for services will begin at award, and continue through November, 2010, with the option to renew for three (3) additional one-year periods unless either part gives 90 days prior written notice of discontinuing said contract.

If through any cause, the successful firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract, by giving a 30-day written notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

8. PAYMENT TERM

Payment for all specified services to the successful contractor will be made following:

- Quarterly invoicing, including itemized statement.
- Verification by Human Resources that the specified services have been completed.

9. INSURANCE

The successful contractor shall be responsible for maintaining insurance coverage in force for the life of this contract and shall provide in the response to this proposal the amount of such coverage. The contractor shall provide a certificate of insurance naming Sedgwick County as an “additional insured” in the minimum amounts as specified herein. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the contractor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The successful contractor shall furnish the county with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the county before work commences. Renewal of expiring certificates shall be furnished to the county 30 days prior to expiration.

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

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

10. INDEMNIFICATION

The successful contractor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses arising out of the submission of your proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under the Workers’ Compensation Act, disability benefit acts or other employee benefits acts.

11. PROPOSAL SUBMISSION REQUIREMENTS

Proposals received should reflect in detail the contractor’s inclusion and the degree provided. The proposal submission should be organized in the following format and information sequence.

- 11.1. Provide a description of contractor’s firm, its organization, size and nature of services available.
- 11.2. Provide information on the contractor’s background, expertise and qualifications to provide the services outlined in this RFP.

- 11.3. Submit the name(s) of the Account Manager and key staff that will perform services for the County, along with brief biographies that will include qualifications and experience performing similar work.
- 11.4. Identify subcontractor(s), if any, to be utilized in meeting the service requirements outlined in this RFP. Include a listing of specific tasks to be assigned to any subcontractor(s).
- 11.5. Provide a statement of the contractor's capacity to provide services outlined in this RFP.
- 11.6. Provide a description of the computer system contractor will be using and describe backup systems and processes for equipment and data.
- 11.7. Submit a list of five (5) references and any other information that your firm deems relevant and useful to the selection of an Unemployment Case Management Provider. List should be managers who have worked directly with the contractor in engagements relevant of the scope of work proposed in the RFP. Information should include firm name, address, telephone number, contact name, description of services and an average percentage of time spent on each representation.
- 11.8. Provide a work sample of reports, procedures and other related information that covers the scope of work outlined in this RFP.
- 11.9. Provide an aggregate hourly rate, along with a total maximum, not to exceed cost estimate.
- 11.10. Provide a completed Proposal Response Form.
- 11.11. Submit a statement disclosing any actual or potential conflicts of interest with Sedgwick County, its officers, agents and employees.
- 11.12. Provide a statement discussing any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.

12. 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 four (4) copies of the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time 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.

**SEDGWICK COUNTY PROPOSAL RESPONSE FORM - UNEMPLOYMENT COST
MANAGEMENT SERVICES (#07-0210)**

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) the person has read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal 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 proposal will be the responsibility of the proposer.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION (check one):

_____ Sole Proprietorship _____ Partnership _____ Corporation _____ Public Corporation

MINORITY BUSINESS ENTERPRISE _____ WOMAN-OWNED BUSINESS ENTERPRISE _____

SMALL BUSINESS ENTERPRISE _____ MANUFACTURER _____ DISTRIBUTOR _____

RETAIL _____ DEALER _____ SERVICE _____ NUMBER OF LOCATIONS _____

NUMBER OF PERSONS EMPLOYED _____

We acknowledge receipt of the following addenda: _____, _____, _____, _____, _____

I/We _____, in submitting this proposal, understand and agree to meet or exceed all specifications, requirements, and conditions described in this document.

SIGNATURE _____ TITLE _____ DATE _____
