



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

525 N. Main, Suite 823 : Wichita, KS 67203 : Telephone (316) 660-7255 : Fax (316) 383-7055

**Request for Proposal
#08-0285
SPACE NEEDS ASSESSMENT SERVICES
for VARIOUS COUNTY DEPARTMENTS**

October 10, 2008

Sedgwick County, Kansas (hereinafter referred to as "County") is seeking architectural services to provide a space needs assessment for various County departments. 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.

Firms interested in participating must submit one (1) original and two (2) copies of the entire document, along with any additional information requested and return in a sealed envelope to the Sedgwick County Purchasing Department, 525 N. Main Street, Suite 823, Wichita, KS 67203, on or before **1:45 p.m., CDT, Wednesday, November 12, 2008**. The County will not accept proposals with insufficient postage or collect on delivery. Late responses will not be accepted and will not receive consideration for final award.

To ensure that vendors have complete information prior to submitting a proposal, a **pre-proposal meeting has been scheduled for Friday, October 17, 2008**. The meeting will begin at 10:00 a.m. CDT in the BOCC Meeting Room located at 525 N. Main, 3rd Floor, Wichita, KS 67203. **Attendance at this meeting is not mandatory but is strongly encouraged**. This will be the only opportunity to ask questions of staff.

Receipt of vendor proposals will only be acknowledged at the bid opening (no details or pricing will be read into record). After the evaluation process proposed base pricing for goods/services may be disclosed at the Board of Bids and Contracts meeting. Other information provided in your response will be considered proprietary and will not be divulged during the proposal evaluation process. Because purchases and contractual agreements of this nature require the expenditure of public funds and the use of public facilities, proposers shall understand that portions (potentially all) of their proposal (including final contracts) will become public record after acceptance of a proposal by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to provide goods/services prior to award and will not be shared with any other 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 462,000 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 2,900 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 County owns approximately 177 buildings totaling 2.3 million square feet. It also leases approximately 189,000 square feet of space. There is no available space within existing county facilities and many spaces are not efficiently utilized. Leases have been used to provide for needed space where condensing users into more compact spaces was no longer practicable. The County believes that considering adding additional space to its inventory is likely to be a more cost effective long term approach to providing for space needs.

3. GOALS AND OBJECTIVES

The County is seeking an architecture and planning services firm to provide it with a space needs assessment for three separately defined groups of County departments and will consider either building a new building, modifying an existing building or purchasing a building in order to accommodate one, two or all three of these groups. In addition to assessing current needs for these departments, the County requires an informed projection regarding future needs for those departments. A separate list of departments that will be referred to as reprogram candidates will require the same space needs assessment but with the intention of assessing how they would fit into the consequently available space.

The services of the successful firm should begin immediately after the award of the contract and/or purchase order.

The results of the space needs assessment must serve as a guide for the County to make facilities decisions for each of these groups of departments.

4. SCOPE OF WORK

For each of the following three groups of departments, we require the following services:

- Establish existing square footage usage per space for each department/sub-department.
- Identify for each department/sub-department:
 - The current and future number of employees that will occupy the space.

- The current and future number of visitors / customers expected at highest activity level.
- The current and future number of parking spaces required to accommodate the needs.
- The current and future number of private offices needed.
- The current and future number of accessory spaces needed i.e. conference rooms, break rooms, office equipment rooms etc.
- Project 10 and 20 year future space requirements and list required square footage per space type.
- Conduct interviews with key management personnel and staff to determine how the space is used, who their customers/users of the space are and what county interfaces for that department/sub-department are necessary or desired.
- Conduct site inspections of current department space at various times to evaluate space and functional usage.
- Identify opportunities for spaces that can be shared by departments.
- Identify efficiencies that can be realized with department and/or space adjacencies.
- Determine parking requirements for both staff and public
- Ensure that all square footage considers ADA requirements.
- Ensure that square footage considers security requirements identified in needs assessment.
- Provide opinion of probable cost estimate for new construction based on established square footage.
- An evaluation of the current space's physical and functional characteristics to satisfy the future reprogramming needs of the vacated space.

Group 1: Administration/Tax Group totaling Fourteen (14) Departments/Functions

- County Commission
- Manager
- County Counselor
- Human Resources
- Finance
- ERP
- Community Development
- GIS
- Election Commissioner
- Video Studio
- Appraiser
- County Clerk
- Register of Deeds
- Treasurer

Group 2: Health Department totaling Five (5) Divisions

- Administration Services
- Center for Health Equity
- Integrated Family Health
- Clinical Services
- Health Protection and Promotion

Group 3: Human Services totaling Nine (9) Programs

- Children's Services
- Addiction Treatment Services
- Crisis Intervention Services
- Community Support Services
- Outpatient Services
- Operations/Administration Services

- Administration
- Centralized Intake and Assessment Center
- Sedgwick County Offender Assessment Program

The following services are required for the space that will need to be reprogrammed once identified Administration/Tax departments are relocated. It is anticipated that the reprogrammed space will be used for criminal justice purposes and could include divisions from; Department of Corrections, District Attorney's Office; District Court, and Sheriff;

- Establish independently of the information the county now uses for the existing square footage, usage per space for each department/sub-department.
- Identify for each department/sub-department:
 - The current and future number of employees that will occupy the space.
 - The current and future number of visitors / customers expected at highest activity level.
 - The current and future number of parking spaces required to accommodate the needs.
 - The current and future number of private offices needed.
 - The current and future number of accessory spaces needed i.e. conference rooms, break rooms, office equipment rooms etc.
- Project 10 and 20 year future space requirements and list required square footage per space type.
- Conduct interviews with key management personnel and staff to determine how the space is used, who their customers/users of the space are and what county interfaces for that department/sub department are necessary or desired.
- Conduct site inspections of current department space at various times to evaluate space and functional usage.
- Identify opportunities for spaces that can be shared by departments.
- Identify efficiencies that can be realized with department and/or space adjacencies.
- Determine parking requirements for both staff and public
- Ensure that all square footage considers ADA requirements.
- Ensure that square footage considers security requirements identified in needs assessment.

Deliverables should include a report that includes at minimum the following:

- A report that documents the services described in the scope of work defined above.
- A narrative of each sub-department describing the unique needs/uses therein.
- A recommendation describing the size and unique features of a new facility to accommodate each of the three groups.
- A recommendation of what County departments/sub-departments are best suited to be in the same building and which ones are incompatible. This in consideration of both County efficiency as well as customer convenience.
- A table that provides estimates of square foot construction costs for each type of building space need.
- Allow for a draft report to be circulated to the department head of each department for review and comment. Consider the comments provided and either make corrections or note where your recommendations are in conflict with the department heads.
- Develop a list of programming questions that each department/division will be required to answer. The County representative will provide these questions to the departments/divisions for decision making purposes to ensure productive programming meetings occur.
- All work shall be performed by qualified personnel under the supervision of a registered professional architect. All reports shall bear the seal of a registered professional architect.

No engineering services are expected to be included in the scope of work of this RFP.

5. SEDGWICK COUNTY'S RESPONSIBILITIES

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

1. Provide access to all available plans and other information that may reasonably be needed, that is legally allowed and currently in the County's possession.
2. Assist the architectural firm in obtaining permission to enter public and private property as required for the firm to perform services.
3. Designate a person to act as the County's representative with respect to the work to be performed under this Agreement. Such person shall have the authority to transmit instructions, and receive information, interpret and define the County's policies and decisions.
4. Provide list of departments/divisions that will be included in the Space Needs Assessment. List will include current total square foot that each department/division occupies. List is attached as Exhibit A.
5. Provide firm the County Space Standards information relating to "typical" allowances for various space types.
6. Provide available plans for each department/division current space. Plans are in print form – most unavailable in CAD files.

6. MANDATORY REQUIREMENTS and PROPOSAL CONTENT

Proposals 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. Proposers shall:

1. Provide proper certification(s) or license(s) for the services specified in this RFP.
2. Have the capacity to acquire all required bonds, escrows and insurances.
3. Provide history of your company including years in business, experience providing similar services to those specified herein.
4. Provide a resume giving details concerning the background, experience, and credentials of the primary and secondary contacts assigned to the County.
5. Provide a minimum of four (4) references in which you provided space assessment services. These references must have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, and brief description of services rendered.
6. Provide a fee schedule for all requested services. Proposal costs should be divided between each portion of work listed above because it is possible that the contract would not include all the listed work. At minimum the following separate prices should be listed. If pricing is different for combining sections of the work, please specify alternate packaged pricing.
 - Group1 Administration/Tax
 - Group 2 Health
 - Group3 Human Services
 - Reprogram
7. Provide a listing of current litigation, outstanding judgments and liens.
8. State any other costs the County may anticipate relating to the services to be provided.
9. List any additional services offered through your firm.
10. Provide a signed Proposal Response Form.

7. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required in verifying the ability of the proposer(s) to provide information in response to this document. A committee of County staff will judge each firm's response as determined by meeting the following criteria:

1. Meeting or exceeding all Request for Proposal requirements, conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Fee schedule and compensation package with the most advantageous overall cost to the County.
3. Proven ability to provide high quality service(s) and/or product(s) within the specifications, mandatory requirements, miscellaneous instructions and conditions as outlined in this and future related documents.
4. Such ability will be determined by providing four (4) references verifying exemplary service. References MUST have received service(s) and/or product(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description of service(s) and/or product(s) provided.
5. Providing the County with the most advantageous proposal.

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.

8. 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(s) 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

9. HOLD HARMLESS

To the fullest extent permitted by law, the successful firm agrees to defend, pay in behalf of, and hold harmless Sedgwick County, its 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.

10. 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.

11. Data Ownership

The successful contractor agrees all data, records and information, which is the subject of this proposal, to which the contractor, its agents and employees, obtain access, remains at all times exclusively the property of Sedgwick County. The successful contractor agrees all such data, records and information constitutes at all times proprietary information of Sedgwick County. The successful contractor agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful contractor agrees it will not use any names or addresses contained in such data, records and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful contractor agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful contractor 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 contractor's own proprietary and confidential information. **Contractor agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

12. CONTRACT PERIOD & PAYMENT TERMS

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm and will be for the duration of the project.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other.

Payment will be remitted following receipt of monthly detailed invoice.

A standard professional services contract will be issued.

13. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Joe Thomas, C.P.M. at jethomas@sedgwick.gov by 5:00 p.m. CDT, October 29, 2008. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/purchasing, under online services; current RFPs/RFQs; to the right of the RFP number by 5:00 p.m. CDT, October 31, 2008. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.**

14. TENTATIVE TIME LINE

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

Request for Proposal Issued-----October 10, 2008
Pre-proposal Meeting to be held at 10:00 a.m. CDT -----October 17, 2008
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT-----October 29, 2008
Addendum Issued (If Required) by 5:00 p.m. CDT -----October 31, 2008
Proposal Responses Due -----November 12, 2008
Review of Proposals Received -----November 12-19, 2008
Board of Bids and Contracts Approval -----November 20, 2008
Board of County Commissioners Approval -----November 26, 2008

15. 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 (AADA@) (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.

End of Section

16. 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 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. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
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 proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their 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 shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/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 proposer 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 proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. If a proposer 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. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
23. The successful proposer 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.
24. 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.**
25. 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.
26. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses, and small 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.
27. 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.

28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
29. 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.
30. 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.

Proposal Response Form
#08-0285
Space Needs Assessment Services for Various County Departments

All firms interested in responding must complete and return one (1) original and two (2) copies of the entire document to the Sedgwick County Purchasing Department in the Finance Department, 525 N. Main, Suite 823, Wichita, KS 67203-3672 on or before 1:45 p.m. CDT, Wednesday, November 12, 2008.

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement of connection with any person, firm or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the Proposal is entered; (4) they have 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 (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME _____

CONTACT _____

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: Public Corporation _____ Private Corporation _____

Sole Proprietorship ___ Partnership ___ Minority Business ___ Woman-Owned Business ___ Small Business ___

GENERAL NATURE OF BUSINESS _____

Manufacturer ___ Distributor ___ Retail ___ Dealer ___ Service ___

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 _____

Does your company accept credit payments? Yes No

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 _____