



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

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<http://sedgwickcounty.org/finance/purchasing.asp>

**REQUEST FOR PROPOSAL  
#12-0135  
COST ALLOCATION PLAN,  
INDIRECT RATE PROPOSAL, JAIL STUDY PLAN,  
HEALTH DEPARTMENT COST ALLOCATION PLAN  
and COMCARE FULLY-LOADED  
HOURLY PERSONNEL RATES REPORT**

December 10, 2012

Sedgwick County, Kansas (hereafter referred to as "County"), desires to select a professional consultant to develop a cost allocation plan, indirect rate proposal, and jail study plan for the Division of Finance; develop a cost allocation plan for the Health Department; and develop a fully-loaded hourly personnel rates report for the COMCARE Department.

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, Tuesday, January 8, 2013. **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 Joe Thomas, Acting Purchasing Director, at [jethomas@sedgwick.gov](mailto:jethomas@sedgwick.gov) no later than 5:00 p.m. (CST), Thursday, December 13, 2012. Any questions of a substantive nature will be answered in written form as an addendum and posted on the Sedgwick County Purchasing website at <http://sedgwickcounty.org/finance/purchasing.asp>, under online services; current RFP's/RFQ's; to the right of the RFP number and description, by Monday, December 17, 2012, by 5:00 p.m. (CST). **Vendors are responsible for checking the web site and acknowledging any addendum in their response.**

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



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Joe Thomas, C.P.M.  
Acting 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, **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. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, 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 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 500,000 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 2,900 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 Division of Finance coordinates the development of a cost allocation plan based on actual costs incurred during fiscal year 2012, in accordance with OMB Circular A-87. The indirect rate proposal will include both departmental overhead expenses and indirect support costs identified in County's most recent OMB A-87 Cost Allocation Plan. The plan, based on 2011 data included thirteen central service or allocating departments/centers.

This information is to be used in the development of grant applications, contract negotiations and the annual budget document including allocations to non general fund departments.

The jail rate study is used to determine the hourly billing rate for inmates of local municipalities, to complete United State Marshals Service (USMS) Form RSM-243 and to provide periodic submissions to the Office of the Federal Detention Trustee eIGA website for updating the USMS Intergovernmental Agreement jail rates for federal prisoners in a county detention facility.

The Health Department Cost Allocation Plan is used to determine the department administrative cost rate used in developing grant proposals and used as matching funds for Kansas Department of Health & Environment (KDHE) funding programs.

The COMCARE Fully-Loaded Hourly Personnel Rates Report is a study to develop cost by program and position title to be used in calculating rates for proposals to service requests from other agencies and third party payers.

Broadly stated, the County desires to select:

- A reputable firm to develop a Cost Allocation Plan and indirect rate.
- A reputable firm, to prepare a jail rate study and complete prescribed forms as directed by County Management.
- A reputable firm to develop a Department Cost Plan for the Health Department.
- A reputable firm to develop a Fully-Loaded Hourly Personnel Rates Report for COMCARE.

### **3. SELECTION PROCESS**

The selection process will be based on the responses to this Request for Proposal, and any proposal review sessions. A committee comprised of members from the Sedgwick County Division of Finance, Health Department & COMCARE will judge each proposer's response as determined by meeting the following criteria:

1. Meeting all Request for Proposal conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Providing references (which may be contacted) verifying service levels and capability of the proposer to provide a thorough solution.
3. Providing a list of all customers who have terminated contracts for similar services within the past two years. The list should include the customer name, name and phone number of the customer's project manager and a brief explanation of the reason for termination.
4. Meeting all Request for Proposal Mandatory Requirements and/or specifications as outlined herein.
5. Provide a complete timeline detailing the implementation to ensure completion of the process in a timely manner.
6. Having experience within last two years in developing central services cost allocation plans based on actual costs incurred by a government (of comparable scope and size) to support and administer non-general fund programs.

The review committee will select the proposals which appear most beneficial. These proposers may be asked to provide a marketing presentation to the review committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. 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.

#### **4. CONTRACT PERIOD & PAYMENT TERMS**

A three (3) year contractual period will begin after Board of County Commission approval, with options to renew for two (2) additional one (1) year terms. The County reserves the right to cancel the contract and discontinue services within a thirty (30) day written notice as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document, or if determined that services can be better provided by County or other sources.

Payment shall be made upon completion of the development of the plans and study based on data provided by Sedgwick County from the most recent audited fiscal year.

#### **5. MINIMUM FIRM QUALIFICATIONS**

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

- Have provided services similar to those specified herein for a minimum of three (3) years; and,
- Discuss any current legal violations and any ongoing litigation which may cause conflicts or affect the ability of the proposer to provide services.

#### **6. MANDATORY REQUIREMENTS**

The County desires the most thorough and professional services available. The following specifications outline the minimum requirements of the proposed service. They are provided to assist proposers in understanding the objectives of the County and submitting a thorough response. Proposals received must reflect in detail their inclusion and the degree provided. The proposed service which meets all the specifications will be recommended for award within the listed selection criteria. The successful proposer shall provide a service which at a minimum includes the following features:

**1a.** Prepare an annual administrative cost allocation plan which is fully compliant with OMB A-87 and which identifies for each administrative service:

- a) The total expenditure incurred to provide the service in the most recent full year;
- b) Any exclusions of total expenditure from the cost to be allocated, with explanation for the exclusion;
- c) The basis on which cost is to be allocated to programs;
- d) The quantity of service provided to each program in the most recent full year;
- e) The unit cost to provide the service;
- f) The full cost allocated for providing the service to each program.

The cost allocation plan must be completed and delivered to the County within 45 days of the date the consultant is provided with the County's audited financial report. The County expects to deliver the audited financial report on or before April 1 of each year. Other information required by the consultant (including unaudited financial statements and various data components) can be provided by the County as early as February 1 of each year.

**1b.** Prepare an annual Indirect Cost Proposal (ICP) which identifies the costs of indirect services provided to the Sedgwick County Health Department operating areas. This cost plan must be fully compliant with OMB A-87.

1c. Prepare a Fully-Loaded Hourly Personnel Rates Plan based on prior years budgeted expenditures allocated to COMCARE service provider staff.

2. Determine the average daily cost of housing prisoners at the Sedgwick County Local Adult Detention Facility (Jail) which will include calculating a daily per prisoner cost rate, and a booking fee cost rate. Develop a Jail Rate Analysis Cost Breakdown by cost category by daily cost per inmate. These costs are to be calculated annually, immediately following the completion of the Cost Allocation Plan with final rates available within 30 days of completion of the Cost Allocation Plan. The U.S. Marshal's cost and pricing data sheets will be completed based on the results of the jail rate study and made available to Sedgwick County Finance within 30 days of the completion of the Cost Allocation Plan.

3. Be available to defend and/or explain the numbers in the Cost Allocation Plan to local, state and federal agencies if requested; this may include educational or informational meetings with County Management and Staff.

4. Be available to justify to federal agencies the numbers and data included in the Jail Rate Study and used in the U.S. Marshal's service forms.

5. Be available to enter into negotiations of each completed Cost Allocation Plan with local, state, and federal representatives, if such negotiation is requested by such representatives.

6. Provide consulting support to the County Manager's Office regarding user fee cost recovery, which may include annual meetings to discuss user fee recovery options available to the County.

7. Insurance shall be maintained in force throughout the duration of this Contract with specifications as outlined in the Insurance Requirements section.

## **7. QUESTIONS and CLARIFICATIONS**

Specific technical information about the current Cost Allocation Plan and Jail Rate Study may be received from Marty Hughes, Revenue Manager, Sedgwick County Finance at (316) 660-7134. Any questions regarding this document must be submitted in writing to Joe Thomas at [jethomas@sedgwick.gov](mailto:jethomas@sedgwick.gov) by 5:00 p.m. CST, Thursday, December 13, 2012. 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](http://www.sedgwickcounty.org/purchasing), under online services; current RFPs/RFQs; to the right of the RFQ number by 5:00 p.m. CST, Monday, December 17, 2012.

**Vendors are responsible for checking the web site and acknowledging any addendum in their response form.**

## **8. TENTATIVE TIMELINE**

The following dates are provided for informational purposes and are subject to change without notice:

Request for Proposal Issued-----	December 10, 2012
Question Submittal Deadline-----	December 13, 2012
Addendum Issued, if necessary-----	December 17, 2012
Proposal Due Date -----	January 8, 2013
Proposal Evaluations-----	January 9 - 11 2013
Telephone Interviews, if necessary-----	January 14 - 15, 2013
Bid Board Recommendation-----	January 17, 2013
Board of County Commissioners Award-----	January 23, 2013

**9. INDEMNIFICATION**

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County and REAP, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof.

The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

**10. TERMINATION**

Sedgwick County reserves the right to cancel the contract and discontinue service 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 to provide services.

**11. INSURANCE COVERAGE**

<b>Worker’s Compensation:</b>	
Applicable State Statutory Employer’s Liability	
<b>Employer’s Liability Insurance:</b>	\$100,000.00
<b>Contractor’s Liability Insurance:</b>	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	
<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
<b>Professional Liability</b>	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. 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 Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

## **12. 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:

- 12.1 Please state and detail costs and fees for any additional services.
- 12.2 State the amount of time required for completion of the proposed services and provide a timeline.
- 12.3 Please indicate the project manager/primary consultant for Division of Finance Cost Allocation Plan Jail Rate Study development, Health Department Cost Plan, and COMCARE Fully-Loaded Hourly Personnel Rate Study.
- 12.4 List credentials of project manager to be assigned to these various Cost Plan and Study activities.
- 12.5 List Cost Allocation Plan and Jail Rate Study experience(s) of project manager for these services.
- 12.6 Describe any characteristics or capabilities which may make the Proposer uniquely qualified to provide the Cost Allocation Plans, Jail Rate Study and COMCARE Study activities.
- 12.7 Identify at least three (3) clients who have direct knowledge of the proposer's ability to perform the Services included in the request for proposal.
- 12.8 Please state item by item whether your firm can meet the mandatory requirements as outlined in section 6 of this document.
- 12.9 Describe your company's knowledge of OMB Circular A-87 requirements and your experience in complying with the circular when developing all Cost Allocation Plans and Studies.
- 12.10 List the capabilities of your firm to receive data (demographics, costs, financial data including mainframe budget screen prints and other relative information) from the County electronically.
- 12.11 Any additional information necessary to assist the County in evaluating your proposal may be listed.

## **13. REQUEST FOR 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, 525 North Main, 8<sup>th</sup> Floor, Suite 823, Wichita, KS 67203, 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. Sedgwick County will not award to any vendor that is currently listed on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. 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.**
26. 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.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
  28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
  29. Sedgwick County is desirous of allowing as many Kansas 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.
  30. 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.
  31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
  32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
  33. 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. GENERAL CONTRACT PROVISIONS**

The following appendix is language the County requires for all contracts that are entered into:

##### **1. AUTHORITY TO CONTRACT.**

**a. Affirmation of Legal Authority.** Contractor 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 Contractor'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 Contractor 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 Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor and employees of Contractor, will not be within the protection or 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 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.

## 3. PERSONNEL.

a. **Qualified Personnel.** Contractor 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 State of Kansas and the provisions of this contract.

b. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

c. **Employee Conflict of Interest.** Contractor 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.

d. **Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth herein. Such compliance require the use of criminal or other legal background checks upon personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

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 Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which 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 Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor 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 Contractor or Contractor's competitors.

d. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors 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. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

b. **Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to under spending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

c. **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.

## 6. RECORDS, REPORTS AND INSPECTION.

a. **Documentation of Costs.** All costs incurred by Contractor for which Contractor 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, Contractor 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, Contractor 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 Contractor will be withheld by County if Contractor 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. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

e. **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.** Contractor 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 Contractor 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 Contractor 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.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

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

**8. LICENSES AND PERMITS.**

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor 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, in its discretion.

**9. EPA APPROVED BUILDING.**

Contractor will insure that the facilities under its ownership, lease or supervision which 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.**

Contractor 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. Contractor 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.** Contractor 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.** Contractor 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 such provisions, Contractor agrees to the following:

- 1) Contractor 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, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 3) If Contractor 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, Contractor 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 Contractor 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, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 5) Contractor 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. Contractor 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:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);

- (1) 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);
- (2) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
- (3) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
- (4) 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);
- (5) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
- (6) 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

- (7) 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. Contractor 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 Contractor 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 Contractor, within thirty (30) calendar days after Contractor 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 Contractor 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. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- (5) Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor 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 Contractor and termination shall be effective no earlier than sixty (60) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, Contractor 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.

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

## 17. **INDEMNIFICATION AGREEMENT.**

Both 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.

## 18. **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. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall use reasonable efforts not to disclose such Confidential Information to any third party, subject to County's obligations under the Kansas Open Records Act (K.S.A. 45-215 et seq.).

## 19. **WARRANTIES AND REPRESENTATIONS.**

Contractor 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. Contractor 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.

**20. 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 identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

**21. 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 which shall be construed in all respects as if the invalid or unenforceable provision were omitted.

**PROPOSAL RESPONSE FORM  
12-0135  
COST ALLOCATION PLAN,  
INDIRECT RATE PROPOSAL, JAIL STUDY PLAN,  
HEALTH DEPARTMENT COST ALLOCATION PLAN  
AND COMCARE FULLY-LOADED  
HOURLY PERSONNEL RATES REPORT**

All agencies interested in submitting a proposal MUST provide one (1) original and four (4) copies of the following requested information on these pages and return with any supplementary materials. **Responses are due NOT LATER THAN 1:45 p.m., CST, Tuesday, January 8, 2013.**

The undersigned, on behalf of the Respondent, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, or corporation making 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 agency in whose name the bid is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

FIRM NAME \_\_\_\_\_

CONTACT \_\_\_\_\_

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](http://www.sedgwickcounty.org/purchasing).

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

**Yes, I would like to be on the emergency vendor list.**                      **No, I would not like to be on the emergency vendor list.**

**After Hours Phone #:** \_\_\_\_\_ **Emergency Contact Name:** \_\_\_\_\_

**After Hours Fax #:** \_\_\_\_\_

Does your company accept credit payments?     Yes     No

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_