



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

525 N. Main, 8th floor, Suite 823 ~ Wichita, KS 67203
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www.sedgwickcounty.org/finance/purchasing.asp

**REQUEST FOR PROPOSAL
14-0019
SHERIFF'S DETENTION/SUMMER UNIFORM**

February 25, 2014

Sedgwick County, Kansas (hereinafter referred to as *County*) desires to acquire Sheriff's Detention/Summer Uniforms for the Sedgwick County Sheriff's Office. It is anticipated that an official contract will be issued for service(s) and/or product(s) after the Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the service(s) and/or product(s) described herein.

Carefully review this Request for Proposal, it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original and two (2) copies of the entire document with any supplementary materials **NO LATER THAN 1:45 P.M. CDT, Tuesday, March 11, 2014**. 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. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

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.
Director of Purchasing

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid or 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 or 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 the product(s) and/or service(s), of which quality, testing, references, service, 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 service(s) or product(s) which best meets its required needs, quality levels and budget constraints.**

2. GENERAL & BACKGROUND INFORMATION

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 503,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g., public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

3. OBJECTIVES

The County has identified the following objectives for securing Detention/Summer Uniforms described herein:

1. Acquire Detention/Summer Uniforms meeting the parameters, conditions and minimum requirements presented in this document.
2. Acquire pricing with the vendor that has the best proven "track record" in performance, service and repair and customer satisfaction.
3. Acquire Detention/Summer Uniforms with the most advantageous overall cost to the County.

4. SELECTION CRITERIA

The selection process will be based on the responses to this Request for Proposal and any interviews required verifying the ability of proposers to provide services in response to this document. A review committee will select the proposals that appear most beneficial to Sedgwick County. **Samples of proposed offerings may be requested for review.**

Representatives of Sedgwick County will judge each firm's response as determined based on the following criteria:

1. Meeting all Request for Proposal conditions, miscellaneous instructions, qualifications and requirements as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Relevant experience and knowledge in providing similar services.
3. Quality of services.
4. Proposing services and product described herein with the most advantageous and prudent methodology, costs and schedule to the County.

5. TENTATIVE TIME LINE

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

Distribution of Request for Proposal to interested parties	February 25, 2014
Clarification, Information and Questions submitted in writing by 5:00 P.M. CST	March 4, 2014
Addendum Issued	March 6, 2014
Sealed proposals due before 1:45 P.M. CDT	March 11, 2014
Evaluation Period	March 11, 2014 to March 12, 2014
Board of Bids and Contracts Recommendation	March 13, 2014
Board of County Commission Award	March 19, 2014

6. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Joe Thomas at jethomas@sedgwick.gov by 5:00 P.M. March 4, 2014. 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/finance/purchasing.asp, current RFPs/RFOs; under the RFP number by 5:00 P.M. March 6, 2014. **Vendors are responsible for checking the web site and acknowledging any addendums on their response form.**

7. MINIMUM REQUIREMENTS AND SPECIFICATIONS

The following requirements are provided to assist bidders in understanding the objectives of the County and submitting a thorough response. Firms must meet or exceed these requirements to be considered for award. **The successful vendor shall work with the Sheriff's Office to establish a time and place to do the measuring and sizing for approximately 400 employees on all three shifts.**

1. SHIRTS

- a. Shall be 5.11 brand, Performance Polo in Navy color.
- b. The back of the shirt shall include a three (3) inch tall heat press reflective word "SHERIFF" across the shoulder area.
- c. The front of the shirt shall include an embroidered badge on the left breast. This design has already been made by the specialty design team at 5.11 and the vendor will order the shirt with the badge already placed by the manufacture, 5.11. The 5.11 representative most knowledgeable of this process is Andy Neuberger (AndrewN@511tactical.com or 913-226-8578).
- d. The right breast shall be embroidered with the rank (Sheriff, Col., Maj., Cpt., Lt., Sgt., Det., Cpl., or Dep.) and the last name of the employee.
- e. This embroidery shall be approximately 3/8 inches high in block style lettering.
- f. The successful vendor shall be responsible for this embroidery.
- g. Deputies, detectives and corporals' names will be in silver thread while sergeant and above will be in gold thread.
- h. All sizes shall be available for female and male employees.

2. PANTS

- a. Shall be Proper brand, Tactical Pants in Coyote color.
- b. All sizes shall be available for female and male employees.

3. HAT

- a. Ball Cap style, adjustable size, Navy color. The successful vendor will be able to sew provided cloth badge to the cap.

8. 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, 8th 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. Prior to a vendor being 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 in the exclusion records of the SAM (System for Award Management) website 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. Destination, Freight Prepaid and Allowed, which 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.

9. PRICING

Sedgwick County reserves the right to select the proposal that most closely matches the specifications. The pricing shall include all shipping, delivery and fuel charges.

Initial Order

Item #	Description	Quantity (approximately)	Unit Cost	Total Cost
1	Shirts – 5.11 brand, Performance Polo, Navy color (embroidered)	1300 - 1400	\$	\$
2	Pants – Propper brand, Tactical Pants, Coyote color	1000	\$	\$
3	Hat – Ball cap style, adjustable size, Navy color	300 - 400.		

The above order is to be supplied to the Sheriff's Office by May 1, 2014.

PROPOSAL RESPONSE FORM
14-0019
SHERIFF'S DETENTION/SUMMER UNIFORM

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete 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.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation ___ Private Corporation ___ Sole Proprietorship ___
 Partnership ___ Small Business ___ Manufacturer ___ Distributor ___ Retail ___ Dealer ___

General Nature of Business _____ FEIN/SS # _____ W-9 included _____

Not a Minority Owned Business ___ Minority Owned Business: ___ Certification # _____

African American ___ Asian ___ Hispanic ___ Native American ___ Other ___ Woman Owned Business ___

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

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

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 #: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____