



SEDGWICK COUNTY, KANSAS
FINANCE DEPARTMENT
Division of Purchasing
Joseph Thomas, Purchasing Director
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055

**REQUEST FOR BID
RFB 18-0078
CONTRACTUAL SERVICES FOR AGING (SCDOA) TRANSPORTATION PROGRAM**

November 26, 2018

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a company or companies to provide contractual rides for Sedgwick County Division on Aging. If your company is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45pm CST, December, 4, 2018. (2 weeks)

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

A handwritten signature in black ink that reads "Britt Rosencutter".

**Britt Rosencutter
Buyer**

BR/fr

Table of Contents

- I. [About this Document](#)
- II. [Background](#)
- III. [Project Objectives](#)
- IV. [Submittals](#)
- V. [Scope of Work](#)
- VI. [Sedgwick County's Responsibilities](#)
- VII. [Bid Terms](#)
 - A. [Questions and Contact Information](#)
 - B. [Minimum Qualifications](#)
 - C. [Evaluation Criteria](#)
 - D. [Request for Bid Timeline](#)
 - E. [Contract Period and Payment Terms](#)
 - F. [Insurance Requirements](#)
 - G. [Indemnification](#)
 - H. [Confidential Matters and Data Ownership](#)
 - I. [Bid Conditions](#)
- VIII. [Required Response Content](#)
- IX. [Response Form](#)

I. About this Document

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 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 2,500 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 target population for the contractual transit services on this program are seniors and individuals with disabilities that reside in Newly Urbanized Areas (NUA) surrounding the City of Wichita's legal boundaries. The 2000 census resulted in areas surrounding the city of Wichita changing designation from Rural to Urban. This NUA has limited transit options, which gives the SCDOA Transportation Program with the ability to provide transit services to an underserved population.

This program targets medical and social service trips from the surrounding area into the City of Wichita and back to the urbanized area starting point for seniors and individuals with disabilities. This funding is used to meet customer demand in SCT service area during high demand times, and limit trip denials.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a company or companies to provide contractual rides for Sedgwick County Division on Aging. The following objectives have been identified for this contract:

1. Acquire Transportation Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Acquire Transportation Services with the most advantageous overall cost to the County.

IV. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating companies in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Britt Rosencutter
Sedgwick County Purchasing Section
525 N. Main, Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, TUESDAY, December 4, 2018. Responses must be sealed and marked on the lower left-hand corner with the company name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m. CST, on the due date.

V. Scope of Work

1. Contractor shall provide origin to destination transportation services to eligible persons in order to maintain ability to reside in the community as long as possible (“Sedgwick County Transportation” or “SCT”)
2. Contractor represents and warrants the following:
 - A. All rides must have prior authorization by SCT. Rides scheduled with the Contractor that do not receive prior authorization are subject to denial of payment.
 - B. SCT customers shall be given priority service.
 - C. SCT may adjust trip assignments based on passenger’s needs, Contractor availability, or other unforeseen factors.
 - D. Contractor shall ensure through individual trip planning, coordination of trips, and time management that:
 - a) Passengers are picked up no later than 20 minutes after requested pick up time. If this is not possible, Contractor must notify SCT immediately; and
 - b) A backup system is in place and rides are managed in such a way that no SCT passenger is left without a ride.
 - E. Contractor shall, review the next day manifest to inform driver’s if a rider has a Personal Care Attendant (PCA) and/or guest(s) up to three (3) along with the assigned passenger. Manifest will reflect in the Comments a +1, +2 or +3. Should a passenger have a PCA or guest(s) with them and was not identified on the manifest with a +1, etc., Contractor is to contact SCT immediately to inform SCT of the additional rider and whether they may proceed with the transport of the additional person should vehicle capacity be available.
 - F. Contractor shall comply with all policies and procedures set forth by SCT, and train staff on the SCT Driver Assistance Guidelines and the passengers Rules of Conduct. SCT passengers are not to be provided hands on or lifting assistance of a passenger, but may lend an arm for steadiness to and from the vehicle; assistance with manual wheeled mobility device to and from the vehicle, but not beyond the threshold of any structure or facility. Bags and/or packages are not to be carried beyond the threshold of a structure or facility.
 - G. Contractor shall provide dates per driver performing SCT trips and maintain proof on file of a Kansas Bureau of Investigation (KBI) criminal background check performed within the last three (3) or less years of current contract and a Kansas Department of Motor Vehicle driving record check on each driver within the last three (3) or less years of current contract.
 - H. The Federal Transit Administration (FTA) requires by law that in order to receive FTA Section 5311 reimbursement for general public transportation, the Contractor must have either a contract with TMHC Services, Inc. or other recognized drug and alcohol agency, and all safety –sensitive employees per FTA regulations are in a FTA drug and alcohol testing pool and that measures are performed by TMHC standards or recognized drug and alcohol agency guidelines. Contractor must provide proof in driver’s personnel file of annual United States Department of Transportation (DOT) driver physical performed by a physician that can administer this type of driver’s physical if they meet the definition for required DOT physicals. For a new driver, a pre-employment drug screening is required prior to administration of a driver’s physical. Noncompliance with participation in a drug and alcohol testing pool will result in nonpayment of 5311 funded transportation services.
 - I. A new Contractor shall attend a one-time Contractor training session on customer service, passenger assistance, and billing procedures provided by SCT.

J. Contractor shall provide Certificate of insurance to SCT as proof of insurance coverage at levels described herein and shall place County as additional insured including for ongoing and completed operations with respect to General Liability, Auto Liability and/or Umbrella Liability.

K. Contractor shall perform preventive maintenance on all vehicles per OEM and to have an annual vehicle inspection by an ASE certified (or equivalent) mechanic, Kansas Department of Transportation (KDOT) inspector, or City of Wichita inspector on each of Contractor's vehicles. If inspected by an ASE certified (or equivalent) mechanic, SCT's Annual Vehicle Mechanical & Safety Inspection Report dated May, 2018 shall be completed and submitted; if inspected by a KDOT inspector or City of Wichita inspector, KDOT's or City of Wichita's completed form(s) shall be copied and submitted in place of SCT vehicle inspection form.

L. Contractor shall label vehicle(s) and identify with Contractor's name and phone number on exterior of vehicle with lettering and numbers at least 4" high. May be in form of magnet signs, vehicle wraps or decals.

VI. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Bid Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted in writing to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 p.m. CST Wednesday, November 28, 2018. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFB number by 5:00 p.m. CST Friday, November 30, 2018. Companies are responsible for checking the website and acknowledging any addenda on their bid response form.

B. Minimum Qualifications

This section lists the criteria to be considered in evaluating the ability of companies interested in providing the service(s) and/or product(s) specified in this Request for Bid. Companies must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in bidder's response.

Bidders shall:

1. Have a minimum of three (3) years' experience in providing services similar to those specified in this RFB.
2. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
3. Municipal and county government experience is desired, however, the county will make the final determination based on responses received.
4. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFB.
5. Have appropriate material, equipment and labor to perform specified services.

Any final negotiations for services, terms and conditions will be based, in part, on the company's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced Bid and reserves the right to further negotiate services and costs that are bid. The county also reserves the sole right to recommend for award the bid and plan that it deems to be in its best interest.

The county reserves the right to reject all bids. All bids, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this bid shall be the responsibility of the company making the bid. 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.

C. [Request for Bid Timeline](#)

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	November 26, 2018
Questions and clarifications submitted in writing by 5:00 p.m. CST	November 28, 2018
Addendum Issued	November 30, 2018
Sealed Bids due before 1:45pm CST	December 4, 2018
Board of Bids and Contracts Recommendation	December 13, 2018
Board of County Commission Award	December 19, 2018

D. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year commencing on January 1, 2019 through December 31, 2019.

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.

Payment and Invoice Provisions: Use invoice created/provided by SCT program and submit to SCT program for review/validation and payment processing.

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

E. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** 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 (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability:

Combined single limit \$500,000.00

Professional Liability/ Errors & Omissions Insurance:

 Required/ X Not Required

Each Claim \$1,000,000.00

Aggregate \$2,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

F. 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 provider's 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.

G. Confidential Matters and Data Ownership

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful bidder agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder 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 bidder agrees it will not use any names or addresses contained in such data, records, plans 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 bidder 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 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 bidder's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. Bid Conditions

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

VIII. Required Response Content

All bid submissions shall include the following:

1. Company profile: the name of the company, address, telephone number(s), contact person, year the company was established, and the names of the principals of the company.
2. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
3. The company's relevant experience, notably experience working with government agencies.
4. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
5. Proof of insurance meeting minimum insurance requirements as designated herein.
6. Those responses that do not include all required forms/items may be deemed non-responsive.

Response Form

**REQUEST FOR BID
RFB 18-0078**

CONTRACTUAL SERVICES FOR AGING (SCDOA) TRANSPORTATION PROGRAM

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 proposer 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 _____

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55)

_____ Asian Pacific-Woman Owned (60) _____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70)

_____ Native American-Woman Owned (75) _____ Other – Woman Owned (80) – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

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/finance/purchasing.asp .

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

In submitting a bid, vendor acknowledges all requirements, terms, conditions, and sections of this document. Bid submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in bidder’s response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____