



**SEDGWICK COUNTY, KANSAS**  
***DIVISION OF FINANCE***  
**Purchasing Department**  
**Iris Baker, Purchasing Director**

525 N. Main, Suite 823 ~ Wichita, KS 67203  
Phone: 316 660-7255 Fax: 316 383-7055  
[www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing)

**REQUEST FOR PROPOSAL**  
**09-0149**  
**PATIENT TRANSPORTATION SERVICES**

May 19, 2009

Sedgwick County, Kansas (herein after referred to as County) is soliciting proposals for the purpose of obtaining transportation services for psychiatric patients between County, Via Christi Regional Medical Center (hereinafter referred to as Via Christi), State Mental Health Hospitals, Kaw Valley, and/or designated locations. Services must be available on a 24 hour, seven (7) day a week basis (24/7). It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted that the County cannot guarantee the purchase of the services/product described herein.

Please carefully review this Request for Proposal; it provides information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, one (1) original and two (2) copies of the entire document must be completed and returned with any supporting data in a sealed envelope/package, marked on the lower left-hand corner with the firm name and address, bid number, bid opening date, to the Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203, **no later than 1:45 p.m., CDT, Tuesday, June 09, 2009.** The County will not accept proposals with insufficient postage or collect on delivery. Late responses will not be accepted and will not receive consideration for final award. 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). 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. It should be noted that 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 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 your firm to handle this account and will not be shared with any other persons not involved with the selection process.

Ted Knoblauch  
Purchasing Agent

**1. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. As defined in Charter Resolution No. 57, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service that best meets its required needs, quality levels and budget constraints.**

**2. BACKGROUND INFORMATION & 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 470,000 persons. It is the sixteenth largest in area, with 1,009 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.

COMCARE of Sedgwick County is a licensed community mental health center and licensed alcohol and drug treatment provider serving Sedgwick County, Kansas. COMCARE serves approximately 10,000 individuals annually with a variety of mental and behavioral health issues. Some of the clients served through COMCARE require transportation from the local psychiatric hospital and service provider locations to state hospitals for continued treatment, or must be transported from a state hospital to a Sedgwick provider. Occasionally, additional patient transportation needs arise. COMCARE requires a transportation vendor to provide safe, efficient patient transportation services. The annual number and location of transports are summarized in the chart below.

By Destination	FY 2009	
	Pickup	Delivery
<b>Sedgwick County</b>		
COMCARE – Various Centers		13
Residence	2	
<b>Northeastern Kansas</b>		
Osawatomie State Hospital	13	239
<b>Harvey County</b>		
Prairie View	1	1
<b>Other Counties</b>		
Cancelled in route		2
Coffeerville Mental Health Center		1
Dodge City, Kansas		1
Friendship Manor		2
Girard, Kansas		1
Kaw Valley	1	49
Larned State Hospital		9
Parsons State Hospital		2
Rainbow MHD		7
<b>Total</b>	17	327

### **3. SELECTION CRITERIA**

The selection process will be based on responses to this Request for Proposal and any interviews required verifying the ability of respondents to provide services in accord with this document. A committee will evaluate each agency's response as determined by meeting the following criteria (ranked in no particular order):

- 1) Demonstrate clearly and completely the organization's ability and capacity to meet all Request For Proposal conditions;
- 2) Verifiable ability to provide services, which will include service levels and capacity of respondent to provide the quality and quantity of services required;
- 3) Proposing the services described herein with the most advantageous and prudent methodology and costs to the County and in accord with the best business practices of COMCARE; and
- 4) Overall quality of the respondent's 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.

Those submitting a proposal do so entirely at their expense. There is no expressed or implied obligation by Sedgwick County to reimburse any individual or firm for any cost incurred in preparing or submitting proposals, providing additional information when requested by Sedgwick County or for participating in any selections interviews.

*No negotiations, decisions, or actions will be initiated by any firm as a result of any verbal discussion with any County employee during the request for proposal process. Sedgwick County reserves the right to select the service(s) and/or provider(s), and subsequently recommend for award, the proposed services which best meets its required needs, quality levels, and budget constraints.*

### **4. MINIMUM FIRM QUALIFICATIONS**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service specified below, to be considered for award. Specific responses to each must be provided in the proposal. It is expected that the successful firm will meet and/or exceed these qualifications.

Firms must:

- 1) Be a qualified commercial transportation service, meeting all state or federal requirements for such service;
- 2) Assure all staff has proper driver's license for the types of vehicles used for transporting;
- 3) Have the capacity to acquire all required bonds/insurance and provide proof to County/Via Christi prior to award of the contract;
- 4) Have provided services similar to those specified herein for a minimum of three (3) years; and,
- 5) Provide verification that all employees selected to perform work for the County having passed a background check. NOTE: County may perform background check of any or all of contractor's employees or subcontractors prior to allowing work to begin.

### **5. MINIMUM MANDATORY SERVICE REQUIREMENTS**

These guidelines are provided to assist participation firms in formulating a thorough response for services outlined in this document. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful firm(s) shall:

- 1) Provide an appropriate vehicle capable of comfortably transporting up to two (2) non-combative patients, or one (1) patient if combative, per trip.
- 2) Safely provide transportation for up to one (1) patient if combative, per trip, using restraints as necessary and authorized by the hospital.
- 3) Provide two (2) employees to accompany patients during transportation, one (1) of whom is qualified driver and possess the appropriate driver's license as required by the State of Kansas. If one patient is female, proposer will ensure that one (1) of said employees will be female.

- 4) Ensure all employees are trained and certified in basic First Aid and CPR.
- 5) Transport patients in a safe and reasonable manner.
- 6) Abide by the schedules for transportation agreed upon even when it entails more than one (1) trip per day.
- 7) Ensure all transportation vehicles have a mobile phone for use by employees should the need arise.
- 8) Be able to respond within a maximum of four (4) hours to emergency transport requests based on 24/7 availability.
- 9) Maintain business automobile insurance and commercial general liability insurance each in amounts \$500,000.00 per occurrence and \$1 million in the annual aggregate for the entire duration of the contract. Vendor will add County and Via Christi as an additional insured on its business automobile insurance and general liability insurance policies and provide a certificate of insurance denoting such addition.
- 10) Ensure patients are received and checked in at the Admissions Department of the designated location.

## **6. PARTICIPANT SAFEGUARDS**

Firms must provide proof that all employees driving or having contact with County/Via Christi clients have passed a background check prior to providing any service to the County/Via Christi. The following participant safeguards are required for any staff providing direct service to clients of County/Via Christi:

- 1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;
- 2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract;
- 3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118 and
- 4) Any questions concerning the interpretation of this participant safeguard requirement and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "convictions" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

**7. TERMINATION**

The County reserves the right to cancel the contract and discontinue services with a thirty (30) day written notice as a result of the failure of the provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by 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 with the best proposal, or call for new proposals and award an agreement for the same services to another qualified firm to provide services

**8. INSURANCE REQUIREMENTS**

<b>Worker's Compensation:</b>	
Applicable State Statutory	
<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

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 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.

**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, 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. QUESTIONS & CLARIFICATIONS**

Any questions regarding this document must be submitted in writing to Ted Knoblauch at email: [tknoblau@sedgwick.gov](mailto:tknoblau@sedgwick.gov) and Lynne Frazier at email: [lfrazier@sedgwick.gov](mailto:lfrazier@sedgwick.gov) by 5:00 p.m. (CDT) May 28, 2009. Any questions of a substantial 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/RFOs; to the right of the RFP number by 5:00 p.m. (CDT) June 02, 2009. Vendors are responsible for checking the web site and acknowledging any addendums in their response form.

**11. TENTATIVE TIMELINE**

The following dates are provided for informational purposes and are subject to change without notice. Contact Ted Knoblauch, Purchasing Department at (316) 660-7262 to confirm any/all dates.

Request for Proposal Issued.....	May 19, 2009
Clarification, Information and Questions submitted in writing by 5:00 p.m. CDT.....	May 28, 2009
Addendum Issued (If Required).....	June 02, 2009
Proposal Responses due before 1:45 p.m. CDT.....	June 09, 2009
Review of Proposal Received .....	June 09 - June 18, 2009
Board of Bids and Contracts.....	June 18, 2009
Board of County Commissioners.....	June 24, 2009

**12. CONTRACT PERIOD**

A contractual period with the successful firm will begin following award from Board of County Commission and will be for one (1) year with two (2) one (1) year options to renew, at the County’s discretion.

The Provider will act as an independent contractor in providing services and performing duties required by the County. Contractor will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, contractor and any employees of the contractor will not be within the protection of 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 the 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.

**13. 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, 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 otherwise specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.

15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
17. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
18. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
19. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
20. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
21. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
23. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable.
24. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with

successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**

25. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
  - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
  
26. Sedgwick County is desirous of allowing as many vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
  
27. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
  
28. No gifts or gratuities of any kind shall be offered to any County employee at any time.
  
29. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
  
30. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

#### **14. PROPOSAL CONTENT**

The information provide in the proposal response form will be carefully reviewed and used in making a determination; providing specific information on how your company meets the criteria will assist the reviewers in making a better informed decision.

#### **The Proposal submission must be organized in the following format and information sequence:**

- 1) Provide Proposal Response Form (page 11 & 12 of this RFP). The Proposal Response Form should be the first page of the proposal so the firm name and contact are clearly visible.
- 2) Provide Proposal Cost Information (section 15 on page 12).
- 3) Provide specific responses to each of the minimum mandatory service requirements listed in Section 7 of this document, listing the inclusion as well as the degree to which each can be provided. Any exceptions must be clearly listed and explained in your response.
- 4) Provide description of your firm, its organization, size and nature of services available.
- 5) Provide information on the firm's background, expertise, and qualifications, to provide the outlined services.
- 6) Provide job descriptions and resumes of key management staff and all company staff who will be providing services. If awarded contract, firm must provide this information for each new employee assigned to provide work for the County prior to the employee beginning service.
- 7) Provide a list of all vehicles/equipment available for use for these services.
- 8) Discuss and provide proof of licenses, permits, and certificates to provide services in the state of Kansas, if applicable.
- 9) Provide the agency's most recent annual audit or financial statement, including any Audit Act Reports that are required of the agency (OMB A-128 or OMB A-133 audits).
- 10) Provide a copy of the agency's equal employment opportunity policy.
- 11) Discuss any current ongoing litigation, which may cause conflicts or affect the ability of the proposer to provide services.
- 12) Provide references from at least three (3) companies currently using the proposed or similar services, including company name, address, phone and fax numbers, contact name and dates of service.
- 13) Provide any additional information relevant to expertise of the requested services that may assist the County in evaluation your proposal.

**PROPOSAL RESPONSE FORM**  
09-0149  
**PATIENT TRANSPORTATION SERVICES**

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

ADDRESS \_\_\_\_\_ CITY/STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ HOURS \_\_\_\_\_

TAXPAYER I.D. NUMBER \_\_\_\_\_

COMPANY WEB SITE ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

GENERAL NATURE OF BUSINESS \_\_\_\_\_

NUMBER OF LOCATIONS \_\_\_\_\_ NUMBER OF PERSONS EMPLOYED \_\_\_\_\_

*TYPE OF ORGANIZATION (check all which apply):*

Public Corporation \_\_\_ Private Corporation \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_

Small Business \_\_\_ Manufacturer \_\_\_ Distributor \_\_\_ Retail Dealer \_\_\_

Minority Business \_\_\_\_\_ (Certification # \_\_\_\_\_) Woman-Owned Business \_\_\_\_\_

**Any addendum(s) will be posted on the Sedgwick County Purchasing website at [www.sedgwickcounty.org/purchasing](http://www.sedgwickcounty.org/purchasing), under online services; current RFP's to the right of the RFP number and description. Vendors are responsible for checking the web site and acknowledging any addendums in their response.**

We acknowledge receipt of addenda: # 1. \_\_\_\_\_, DATED \_\_\_\_\_; #2. \_\_\_\_, DATED \_\_\_\_\_

**15. COST INFORMATION** – Pricing will be based on the following:

**RATES FOR TRANSPORT OF ONE (1) OR MORE PATIENTS PER TRIP NOT REQUIRING RESTRAINTS**

**PROPOSED RATE**

Trip from Wichita to Osawatomic State Hospital, 500 State Hospital Drive, Osawatomic, KS. 66064-00500 \_\_\_\_\_

Trip from Wichita to Larned State Hospital, RT 3, Box 89, Larned KS. 67550 \_\_\_\_\_

Trip from Wichita to Prairie View Hospital, 1901 East 1st, Newton, KS. 67114 \_\_\_\_\_

Trip from Wichita to Rainbow State Hospital, 2205 West 36<sup>th</sup> Avenue, Kansas City, KS 66103-2198 \_\_\_\_\_

Trip from Wichita to Kaw Valley Psychiatric Hospital, 4300 Brenner Dr. Kansas City, KS 66104-1165 \_\_\_\_\_

Per mile rate for as needed transportation service other than to or from the above hospitals. \_\_\_\_\_

**RATE FOR TRANSPORT OF ONE PATIENT PER TRIP REQUIRING RESTRAINTS**

**PROPOSED RATE**

Trip from Wichita to Osawatomic State Hospital, 500 State Hospital Drive, Osawatomic, KS. 66064-00500 \_\_\_\_\_

Trip from Wichita to Larned State Hospital, RT 3, Box 89, Larned KS. 67550 \_\_\_\_\_

Trip from Wichita to Prairie View Hospital, 1901 East 1<sup>st</sup>, Newton, KS. 67114 \_\_\_\_\_

Trip from Wichita to Rainbow State Hospital, 2205 West 36<sup>th</sup> Avenue, Kansas City, KS 66103-2198 \_\_\_\_\_

Trip from Wichita to Kaw Valley Psychiatric Hospital, 4300 Brenner Dr. Kansas City, KS 66104-1165 \_\_\_\_\_

**Note: Payment for services will be on a monthly reimbursement basis. Payment will only be made for services authorized through COMCARE.**

A contractual period with the successful firm will begin following award from Board of County Commission and will be for one (1) year with two (2) one (1) year options to renew, at the County's discretion.

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 \_\_\_\_\_

Printed Name \_\_\_\_\_ Dated \_\_\_\_\_