

DIVISION OF FINANCE - PURCHASING DEPARTMENT

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PURCHASING@SEDGWICK.GOV • SEDGWICKCOUNTY.ORG

REQUEST FOR PROPOSAL RFP #25-0025 COURTHOUSE SECURITY SERVICES

March 17, 2025

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide short term security services at the Sedgwick County Courthouse and Juvenile Courthouse. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT April 8, 2025.

All contact concerning this solicitation shall be made through the Purchasing Department. Proposers 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 Department in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

Lee Barrier

Euleeta (Lee) Barrier, NIGP-CPP Senior Purchasing Agent

LB/ch

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I. 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. 68, 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. 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) and/or product(s) which best meets its required needs, quality levels and budget constraints.

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 16th 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.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Courthouse Security Services. The following objectives have been identified for this contract:

- 1. Acquire temporary security 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 Security Services with the most advantageous overall cost to the county.

IV. Submittals

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 with an electronic response, the RFP number must be entered in the subject line and email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

Should you elect to participate with a physical response, the response must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. 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:

Lee Barrier

Sedgwick County Purchasing Department 100 N. Broadway, Suite 610 Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT April 8, 2025.** If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your proposal, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:15 pm CDT on the due date. No information other than the respondent's name will be disclosed at Bid Opening. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these proposals are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:15 pm.

V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

The Sedgwick County Courthouse houses the 18th Judicial District Courts, District Attorney's Office, and support services for the administration of justice. Approximately 4,500 persons enter the facility each week and all visitors are subject to security screening for prohibited items. Currently security screening is the responsibility of the Courthouse Police Department, armed, commissioned police officers, and unarmed service officers. The Sedgwick County Sheriff is scheduled to absorb the Courthouse Police and its responsibilities on or before January 1, 2026.

In order to accomplish this, the commissioned police officers will be attending training to be assimilated into the sheriff's office. As a result, Sedgwick County is seeking proposals to provide unarmed security staff to supplement Courthouse Police personnel during the training period. It is estimated the supplemental personnel will be needed for a period of six (6) weeks with personnel needed Monday through Friday, with county observed holidays excluded.

The locations, hours of work, and number of personnel needed per shift are as follows:

| Main Courthouse | 525 N. Main | 0730-1630 | 4 Officers |
|---------------------|----------------|-----------|------------|
| Juvenile Courthouse | 1700 E. Morris | 0730-1630 | 2 Officers |

Security personnel will provide security screening services to include, visual inspection of items, operation of walk-through metal detectors, X-Ray machines, and handheld metal detectors. They will work with and be directed by members of the Courthouse Police Department and Sedgwick County Sheriff's Office. Security guards are expected to operate in a professional capacity with regards to interactions with clients and staff at all times.

- 1. Security Company and individual guards must be fully licensed or certified by the Wichita Police Department, **before** they can begin providing services at courthouse locations. All local requirements for licensing, certification and or registration must be followed and proof of such provided prior to services being initiated. It is expected the security company and all security guards will be fully compliant with all applicable sections of the Wichita City Ordinance 3.72, pertaining to regulations and requirements for providing security services within the city of Wichita. Security services will be performed by carefully selected and trained employees in conformity with accepted security practices and standards.
- 2. Training of security officers in the specific screening operations will be provided by Sedgwick County.

- 3. Security Company shall provide proof of criminal background check to include felony and child/adult abuse and sexual predator registry, and drug tests for each employee before services can be provided at any courthouse location. Company must provide a copy of each guard's license/registration, driver license, and a memo verifying the guard passed the required tests/checks.
- 4. All security officers will also be required to pass a local background check. Sedgwick County reserves the right to reject any employee at its discretion, who does not meet the background standards established by the Sheriff's Office, the criteria includes:
 - a. Excessive law enforcement contacts, not associated with employment responsibilities
 - b. Multiple instances of being a named suspect in criminal cases not charged
 - c. Voluntary associations with convicted felons, not associated with employment responsibilities
- 5. All security guards on site shall wear appropriate professional uniform while on duty, which at all times clearly identifies them as security personnel and not law enforcement. This uniform shall also be in full compliance with specifications of Wichita City Ordinance section 3.72.290.
- 6. Security guards will not be employees of Sedgwick County.
- 7. Security guards shall carry no weapons at any time on the premises.
- 8. The company providing the security staff must be available during staffed hours by telephone.
- 9. Security guards shall not be responsible for enforcement activities outside of the screening process, all enforcement activities will be the responsibilities of the Sedgwick County Courthouse Police and/or the Sedgwick County Sheriff's Office.
- 10. Since visual alertness is essential to the security guard's ability to perform listed duties, the use of handheld or electronic devices for the purpose of personal entertainment is highly discouraged. This includes the use of personal cell phones, computers, books, electronic reading devices, headphones, and video games, when these items are used for entertainment purposes. It is understood that occasional use of cell phones and/or computers may be needed in the course of conducting business.

Given that it is not possible to address each requirement and particular circumstance within this list of mandatory requirements, guards are expected to refer to and follow the direction of Sedgwick County personnel at each site and to use common sense and prudence in any situations that are not covered. It is the responsibility of the security guard to contact their direct supervisor or program management if there are any questions regarding appropriate interactions or how to handle workplace situations.

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. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Lee Barrier at Lee.Barrier@sedgwick.gov by 5:00 pm CDT, Wednesday, April 2, 2025. 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/current-bids-and-proposals/ under the Documents column associated with this RFP number by 5:00 pm CDT, Friday, April 4, 2025. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

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B. <u>Minimum Firm</u> Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of three (3) years' experience in providing services similar to those specified in this RFP.
- 2. Have an understanding of industry standards and best practices.
- 3. Have experience in managing projects of comparable size and complexity to that being proposed.
- 4. 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.
- 5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
- 6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 7. Provide project supervision (as required) and quality control procedures.
- 8. Have appropriate material, equipment and labor to perform specified services.
- 9. Park only in designated areas and display parking permit (if provided).
- 10. Wear company uniform or ID badge for identification purposes.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

| Component | Points |
|--|--------|
| A. Meeting or exceeding all solicitation conditions and instructions as outlined herein to | 20 |
| include clarity, completeness, and comprehensiveness of the response. | |
| B. Ability to meet or exceed all requirements and scope of work. | 25 |
| C. Proven ability to provide high quality service. | 15 |
| D. Qualifications and expertise | 15 |
| E. The most advantageous and prudent methodology and costs as determined by the | 25 |
| county.* | |
| Total Points | 100 |

Assume the following cost proposals (examples only)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

| A. | \$38,000.00 divided by \$50,000.00 = .76 | .76*10 | 7.6 points |
|----|---|---------|------------|
| В. | \$38,000.00 divided by \$38,000.00 = 1.00 | 1.00*10 | 10 points |
| C. | \$38,000.00 divided by \$49,000.00= .77 | .77*10 | 7.7 points |

Any final negotiations for services, terms and conditions will be based, in part, on the firm'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 proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

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

D. Request for Proposal Timeline

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

| Distribution of Request for Proposal to interested parties | Monday, March 17, 2025 |
|---|---------------------------|
| Questions and clarifications submitted via email by 5:00 pm CDT | Wednesday, April 2, 2025 |
| Addendum Issued by 5:00 pm CDT | Friday, April 4, 2025 |
| Proposal due before 1:45 pm CDT | Tuesday, April 8, 2025 |
| Evaluation Period | April 8 - 14, 2025 |
| Board of Bids and Contracts Recommendation | Thursday, April 17, 2025 |
| Board of County Commission Award | Wednesday, April 23, 2025 |

E. 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 six (6) weeks.

County 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

https://www.sedgwickcounty.org/media/55477/payment-and-invoice-provisions.pdf

F. 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 three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, 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.

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| Workers' Compensation: | |
|--|-----------------|
| Applicable coverage per State Statutes | |
| Employer's Liability Insurance: | \$500,000.00 |
| Commercial General Liability Insurance (on form CG 00 01 04 13 or in | ts equivalent): |
| Each Occurrence | \$1,000,000.00 |
| General Aggregate, per project | \$2,000,000.00 |
| Personal Injury | \$1,000,000.00 |
| Products and Completed Operations Aggregate | \$2,000,000.00 |
| Automobile Liability: | |
| Combined single limit | \$500,000.00 |
| Umbrella Liability: | |
| Following form for both the general liability and automobile | |
| _x Required / Not Required | |
| Each Claim | \$1,000,000.00 |
| Aggregate | \$1,000,000.00 |
| Professional Liability/ Errors & Omissions Insurance: | |
| _x Required / Not Required | |
| Each Claim | \$1,000,000.00 |
| Aggregate | \$1,000,000.00 |
| Pollution Liability Insurance: | |
| Required /x Not Required | |
| Each Claim | \$1,000,000.00 |
| Aggregate | \$1,000,000.00 |

Special Risks or Circumstances:

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

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, contractor shall also provide the following:

| Builder's Risk Insurance: | In the amount of the initial Contract Sum, plus the value of subsequent | |
|----------------------------------|--|--|
| | modifications and cost of materials supplied and installed by others, comprising the | |
| | total value for the entire Project on a replacement cost basis without optional | |
| | deductibles. Entity, contractor, and all Subcontractors shall be included as named | |
| | insured's. | |
| | | |

G. 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.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer 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 proposer 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 proposer 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 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.

I. <u>Proposal Conditions</u>

https://www.sedgwickcounty.org/media/31338/proposal-tc.pdf

Sample Contract

https://www.sedgwickcounty.org/media/67402/sample-contract-kws-13024.pdf

Contract Provisions for FEMA Projects (If Applicable)

https://www.sedgwickcounty.org/media/67302/sedgwick-county-federal-grant-contract-provisions.pdf

Suspension and Debarment

https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/

VIII. Required Response Content

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The firm's relevant experience, notably experience working with government agencies.
- 3. 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 (3) years.
- 4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 5. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- 6. Proof of insurance meeting minimum insurance requirements as designated herein.
- 7. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR PROPOSAL RFP #25-0025

COURTHOUSE SECURITY 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 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.

| DBA/SAME | | |
|--|---|--------------------------------------|
| CONTACT | | |
| | CITY/STATE | ZIP |
| | FAX | |
| | NIZATION | |
| | EMAIL | |
| | NUMBER OF PERSONS EMPLOYED | |
| | oration Private Corporation | |
| Partnership Other (Describe): | | |
| | Manufacturer Distributor _ | |
| Dealer Other (Describe): | | |
| | Minority-Owned Business: | |
| | Pacific (10) Subcontinent Asian (15) | |
| Native American (25) Other (| 30) - Please specify | |
| Not a Woman-Owned Business: | Woman-Owned Business:(Special | ecify Below) |
| Not Minority -Woman Owned (50) | African American-Woman Owned (55) | Asian Pacific-Woman Owned (60) |
| Subcontinent Asian-Woman Owned (6 | 5)Hispanic Woman Owned (70) | _Native American-Woman Owned (75) |
| Other – Woman Owned (80) – Please | specify | |
| ARE YOU REGISTERED TO DO BUSINI | ESS IN THE STATE OF KS:Yes | No |
| UEI (UNIQUE ENTITY IDENTIFIER) NO |) | |
| INSURANCE RECISTERED IN THE STA | ATE OF KS WITH MINIMUM BEST RATIN | NC OF A-VIII: Ves No. |
| | DA : All addendum(s) are posted to our RFB/RF lum(s) related to this document by going to | |
| NO; NO; NO; | NO, DATED; NO | , DATED |
| submission format should be by order in whic | es all requirements, terms, conditions, and section h sections are listed throughout the document. A in proposer's response. Exceptions to any part | all minimum and general requirements |
| Signature | Title | |
| Print Name | Dated | |

REQUEST FOR PROPOSAL RFP #25-0025 COURTHOUSE SECURITY SEVICES

Consistent with the guidance provided in Section 1 of this Request for Proposal, Sedgwick County is subject to the Kansas Open Records Act (K.S.A. 45-215 *et seq.*). As such, portions, and potentially all, of your proposal may become accessible to the public through records requests even if it is not awarded the contract.

If you are claiming some of the submitted documentation should not be disclosed, indicate the associated information and the basis for such claims of privilege in the spaces below. In the event records requests are submitted for information identified as privileged, proprietary or confidential, Sedgwick County may attempt to coordinate a response and would expect for you to be available to defend your claims in court. Failure to provide information in the spaces below shall constitute a waiver of any claims of violation of privileged, proprietary or confidential information resulting from the production of these records, regardless of other language or claims within your Response.

| PRIVILEGE LOG | | |
|--|--|---|
| Page and/or Section of Information Not Subject to Disclosure | Description of Information that You Claim are Privileged or Confidential. Do not include specific details, but rather categories or general descriptions of the information in question. | Basis for the Claim of Privilege. Please include the Applicable Federal or State Law Cite and Rationale |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

X. PRICING INFORMATION

| Location | Address | Hourly Rate per officer |
|----------------------------------|----------------|-------------------------|
| Main Courthouse (4 Officers) | 525 N. Main | |
| Juvenile Courthouse (2 Officers) | 1700 E. Morris | |