

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP 29191
For
Inmate Commissary/Laundry Services

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Article I. General Information

Method of Source Selection

Article §3-103 and R3-103.02 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.01

Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas Sheriff's Department is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of providing the Unified Government with commissary and laundry services.

Section 1.02

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03

Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten days before the time set for opening.

Section 1.05

Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on

any protest or appeal shall be final.

Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via email, to the Office of Procurement and Contract Compliance ATTN: Richard R. Rocha, rrrocha@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Section 1.06

Amendments & Addendums

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

Section 1.07

Alternate Proposals

Offerors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.08

Implied Requirements

Section 1.09

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP, but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10

Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government's best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Issue RFP:	February 28, 2019
Mandatory Site Evaluation Conference	March 7, 2019 10:00 am CDT
Last day for Questions:	March 15, 2019 2:00 pm CDT
Answers Back:	March 22, 2019 4:00 pm CDT
Proposals Due:	April 4, 2019, 2:00 pm CDT
Interviews:	TBD
Notice of Award:	TBD
Contract Start	June 1, 2019

The length of the contract will be from the date of award and continue for a term length of two (2) years. Provided neither the Unified Government nor the vendor has terms in the contract which they require to be changed, this contract may be extended for three (3) additional, one (1) year extension.

Prices quoted for the first twenty-four (24) months of the contract period will be fixed. Bidder stipulates that the total increase per unit price at the time of each renewal will not increase the current cost beyond the CPI increase of the prior 12-month period.

To exercise any portion of the pre-established price increase at time of renewal, the vendor will provide documentation of the prior 12-month CPI indicating that an equivalent price increase is being levied against the bidder. Retail contractors and distributors must submit the same type of letter from their supplier items.

Price Adjustments: In the event of a request for adjustment in any contract unit price, the Vendor notifies the Buyer in writing of the upward adjustment in any of the contract unit prices and the effective date with documentation justifying the increase. No Increase may be affected without prior written approval of the Buyer and in accordance with the Consumer Price Index.

The cost increase after the second year will be scrutinized for validity by comparing those real cost increases with the percentage of increase in the U.S. Consumer Price Index.

At any time, the guarantees and percentage commission shall not be renegotiated to the disadvantage of the Unified Government. All change shall be made in the form of an addendum to the contract.

Price increases deemed as unreasonable by the city may provide basis to end the contract. (Pending funds available)

Section 1.11 ***Location of work***

The location(s) the work is to be performed is at the Unified Government Sheriff's Department in Wyandotte County.

Section 1.12 ***Proposals and Presentation Costs***

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

Cooperative Procurement

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.16

Determination of Responsibility

Per § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Government's Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction Section 1.18 (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. Section 1.19

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

Tax Clearance for Taxes Owed to Local Governments

Section 1.20

The Unified Government of Wyandotte County/Kansas City, KS, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (Form will **be provided by the Unified Government**). Section 1.21

Notification of Award

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will **be provided by the Unified Government***)
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (*Form will **be provided by the Unified Government***).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.

- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-5280 for information regarding Licensing and Occupational Taxes.
- The Contractor will be required to come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.
- Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5098 for information regarding compliance requirements.”
- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.

Section 1.22***Right to Reject Proposals***

The Unified Government reserves the right without contest to accept or reject any proposal.

Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised Request for Proposals to offerors at a later date or may choose to negotiate with those submitting proposals.

Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal in accordance with Section R3-103.10 of the Unified Government's Procurement Code Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

Mistakes in Proposals Discovered after Award

The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

Article II. Standard Proposal Information

Authorized Signature

Section 2.01

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least one hundred twenty (120) days from the opening date.

Section 2.02

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

[a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

[b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Pre-Proposal Conference

A mandatory site evaluation conference will be held at 10:00am CT on March 7th, 2019 in the **Detention Center** conference room in the Sheriff's Office, 710 N. 7th Street, Suite 20, Kansas City, Kansas 66101, located in the Justice Complex. It is mandatory for Offerors to attend the site evaluation to submit a proposal.

The purpose of the site evaluation conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Questions asked during the pre-proposal conference will be answered at that time and will not be transcribed. Further, a tour of the Facilities showing Offerors the location of existing equipment will be conducted. This will be the only time available to the Offeror to visit the Facilities during the RFP process. For security reasons, Offeror must submit via email, rrrocha@wycokck.org, to the Office of Procurement and Contract Compliance ATTN: Richard Rocha, Buyer, **Attachment C – Site Evaluation Registration Form** on or before 12:00 noon – March 5th, 2019. Each Offeror shall be limited to two (2) representatives to attend the mandatory site evaluation.

No other vendor on-site tours will be scheduled. Failure to adequately inspect the premises shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to the Unified Government, any material and equipment performing any labor that may be required to carry out the intent of the contract.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made. The Unified Government may conduct on-site visits to evaluate the offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the procurement officer at the Unified Government's expense.

Section 2.04 *Discussions with Offerors*

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

Section 2.05 Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

Prior Experience

The vendor must be organized for the purpose of providing institutional and/or Commissary services and must have five (5) years previous experience with proven effectiveness in administering large scale Commissary service programs, with a minimum of ten (10) accounts.

Evaluation of Proposals

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

Section 2.06

Contract Negotiations

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Failure to Negotiate

Section 2.08

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Contract Type

Section 3.02

This contract is a Firm Fixed Price with Adjustment contract.

Contract Approval

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified

Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Proposal as a Part of the Contract

Part or all this RFP and the successful proposal may be incorporated into the contract.

Section 3.03

Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Insurance Requirements

Section 3.05

The successful Respondent must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. The Respondent's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide ten (10) days written notice to the Unified Government by registered mail prior to any modification, cancellation, nonrenewal, or other change in coverage. The successful Respondent shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the successful Respondent to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Unified Government shall be named as an additional insured. The following minimum coverage is generally required of Contractors providing services:

Worker Compensation

Applicable State	Statutory
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General Liability

Each Occurrence	\$500,000.00
Aggregate	\$1,000,000.00

Bid Bond - Performance Bond - Surety Deposit

(a) Bid Bond

Section 3.06 Offerors must obtain a bid bond and submit it with their proposal. The amount of the bid bond for this contract is \$5,000.00. If an offeror is selected to receive the contract and fails to negotiate or fails to deliver a fully executed contract after negotiation, the bid bond will be immediately forfeited to the Unified Government. The time limit for negotiation or delivery of a contract is fourteen days from the date the offeror receives notice from the procurement officer. Proposals submitted without a bid bond will be rejected.

(b) Performance Bond – None Required

Offerors must obtain a letter of commitment for a performance bond from a bonding company and submit it with their proposal. The amount of the performance bond must be equal to the \$10,000.00 and be in force the full term of the contract. If the contractor fails to satisfactorily perform the contract the bonding company which provided the performance bond will be required to obtain timely performance of the contract. The actual performance bond must be obtained from the bonding company and provided to the Unified Government within thirty days of the date of award of the contract. An offeror's failure to provide the performance bond within the required time will cause the Unified Government to reject the proposal.

(c) Surety Deposit

In lieu of a performance bond, an irrevocable letter of credit or cash may be substituted. The amount of the surety deposit must be \$10,000.00. Substitution of a surety deposit must be approved by the Purchasing Director prior to its submittal. An offeror's failure to provide the surety deposit within the required time will cause the Unified Government to reject the proposal.

Section 3.07

Proposed Payment Procedures

Section 3.08 The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.09

Proposed Payment Option

A Virtual Payment Option is now available. If you would like to learn contact, Leah Klotz, Accounts Payable, 913-573-5256

Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments Unified Government

Section 10 Fire Alarm Code Regulation R7-101.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

Section 4.01 ***Agreement with Kansas Law***

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Section 4.02

Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue

Section 4.03 Government

Payment of Taxes

Section 4.04

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Anti-Discrimination Requirements

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action **Section 4.05** that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Termination for Default

Section 4.06 If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under

bankruptcy or applicable laws;

- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience

Section 4.07 The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.

The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Section 4.08

Disputes

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall

proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Representations

The Contractor makes the following representations:

Section 4.09

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.10

Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Section 4.11

Availability of Records and Audit

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement

or until all audit questions have been resolved, whichever period of time is longer.

Assignment

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

Section 4.12

No Limit of Liability

Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.13

Indemnification

Section 4.14

Vendor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Article V. Background Information

Section 5.01

Background Information

The Unified Government of Wyandotte County/ Kansas City, Kansas Is a consolidated city/ county government serving all the citizens of the City of Kansas City, Kansas and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

The Wyandotte County Sheriff's Office was established in 1861 when Wyandotte County was a territory. The Sheriff is elected by the voters of Wyandotte County to serve a four-year term. The Sheriff's authority is established and outlined by the laws of the State of Kansas. The Sheriff's budget is provided and set by the County Commissioners.

The Unified Government of Wyandotte County/Kansas City, Kansas Sheriff's Office is comprised of three separate divisions: Adult Detention Center, Juvenile Detention Center, Operations and Community and Support Services.

The Unified Government of Wyandotte County/Kansas City, Kansas (The UG) desires to rebid commissary services for the Wyandotte County Adult Detention Services. The UG currently outsources commissary services.

Article VI. Project Scope

Scope of Work

Section 6.01 The Unified Government of Wyandotte County Sheriff's Department is soliciting proposals to provide commissary service for the adult inmate population, Proposals will be expected to provide the following minimum services as part of the Commissary Program:

The Adult Detention Center is a 468-bed maximum and minimum-security jail, with 351 of those beds in maximum security. Adult Inmate population data is provided on the table below.

*ADP = Average Daily Inmate Population

*ALOS = Average Length of Stay

ADP	2016	2017	2018		ALOS	2016	2017	2018
January	408	369.1	394.2		January	23.3	19.3	16.1
February	430	388.8	402.9		February	17.2	26.1	15.4
March	430	397.3	425.9		March	40.9	20.8	14.3
April	399	392.8	412.6		April	31.5	14.3	20
May	387	408	383.9		May	36.6	15.1	17
June	383	392.8	392.7		June	24.3	17.7	17.6
July	392	408.8	393.9		July	29.9	17.6	17.5
August	374	433.6	397.5		August	30.8	18.6	16.3
September	367	427.9	409.6		September	27.7	28.3	17
October	392	411.3	407.3		October	19.5	18	23.8
November	375	385.7	403.7		November	32.5	14.4	17
December	385	396.8	404.6		December	17.1	22.8	19.8

Section 6.02

Deliverables

SCOPE OF SERVICES.

Proposals will be expected to provide the following services as part of the Commissary/Laundry Program:

- Provide, purchase and maintain custody of inventory and deliver items mutually agreed upon between the vendor and the Sheriff's Office.

- To operate the Commissary program using correctionally experienced and professionally trained personnel.
- To operate the Commissary program in a cost-effective manner with full reporting to the UG.
- Provide the commission payment monthly, within fifteen (15) days after the end of that month according to the agreed upon amount.
- Provide “indigent” items to those inmates who are designated by the Jail Administrator of the Sheriff’s Department. These items will be provided at minimum cost and will be paid directly by the Sheriff’s Department. The vendor and Sheriff’s Department will mutually agree upon indigent items.
- The vendor shall assume full responsibility for the acts of its personnel, all of who shall be subject to background checks and approval by the Sheriff’s Department.
- The vendor shall provide an on-site manager to oversee the commissary operation and will interact with the designated UG and Sheriff’s liaison.
- The vendor shall provide for timely “returns” of orders delivered to inmates who are being released or are otherwise unavailable to receive the goods.
- The vendor shall provide a commissary order system listing all approved items and prices.
- Any change to the current delivery schedule must be mutually agreed upon by the Sheriff’s department and may be subject to change.
- The vendor must have a proven ability for contract start up within thirty (30) days from date of contract execution.
- The vendor must have a qualified staff with identifiable supportive personnel dedicated to the sole purpose of Commissary services.
- The vendor must be bonded within the State of Kansas and provide proper documentation verifying bonded status with this proposal

Laundry:

Vendor will be responsible for staffing laundry. Inmate workers will no longer be available.

- **Background**
We are seeking the retention of a laundry management firm to provide all necessary onsite laundry services, which includes laundry chemicals.
- **Qualifications**
- To be considered for award of this contract, the following minimum qualifications must be met and fully outlined and explained in your proposal –
- Firm must be experienced in laundry management services within correctional facilities.
- Firm must have previous experience with proven effectiveness in the installation and maintenance of high-quality laundry services in similar size facilities.
- Firm must have a central office that is capable of providing satisfactory provisions of services to the onsite operations.
- Must have the ability to possess and maintain all required licenses, permits or certificates as required by law.
- To operate as an Independent Vendor in a cost-effective manner with the reporting and accountability to the Sheriff or his designee.
- To adhere to the policies and procedures of Wyandotte County Sheriff’s Department.
- In addition, a successful background will be performed on the awarded firm’s employees involved with onsite operations. The background check will be performed by the awarding County, at no cost to the vendor. Also, all contracted on-site employees

will be at the discretion of Wyandotte County Sheriff's Department.

- **Scope of Work**

- The awarded firm will be expected to provide the following services as part of the laundry management program –

- **Specifications**

- Laundering is to include washing, extracting, drying and folding as normally
- Only non-allergic soaps, detergents, bleaches or other chemicals may be used in cleaning the items. We also prefer the use of environmentally friendly products.
- State in your proposal if you are not using eco-friendly.
- Each County will set the par levels to be kept in each Pod for emergencies.
- The County and vendor will agree to the laundry exchange schedule for each Pod.
- The County and vendor will agree upon hours of operation.
- Inmate labor shall be utilized. The number of inmate workers will be agreed upon by the County and vendor. The awarded vendor shall be responsible for supervising the inmate labor.

- **Equipment and Supplies**

- The vendor shall purchase and pay for all supplies, commodities and chemicals used in the laundry operation.
- The County shall supply all laundry equipment.
- The vendor shall take all reasonable measures necessary to assure the County that its equipment is being properly used and maintained.
- The vendor will be responsible for repair or replacement of damaged equipment due to negligence of their employees.
- The County shall provide all repairs, maintenance and replacement of the laundry equipment.
- The County shall supply all utilities relating to the laundry service operation.
- All laundry items that are "gang tagged" shall be reported to the Jail Administrator.
- Laundry items in need of repair will be taken to an outside vendor for repairs.
- The County will be responsible for the cost of the repairs.

- **Proposal Submittal**

- Pricing for laundry management shall be included with the Commissary service,

Proposals must clearly define and include the following:

- Procedures for ordering & delivery of commissary items to inmates.
- Procedures for maintaining commissary accounts of inmates farmed out to alternative locations.
- Quality and inventory control methods and standards.
- Procedures for dealing with inmate complaints about products and services and minimizing the potential of inmate litigation.
- All proposals must meet or exceed existing grades and quality of commissary products being provided in the Adult Detention Center (ADC).
- Commissary menu items that can be offered, including pricing.
- Any additional equipment necessary for efficient commissary service operation, including hardware and or software requirements.
- Procedures for billing/transfer of funds and inventory of commissary supplies.
- Indicate the method to be followed in establishing and revising commissary services policies

and procedures.

- Vendor to have knowledge of American Correctional Association standards for Commissary service operations and assist the ADC in completion of the accreditation process.
- Sample sales reports and menu order forms to be used in the UG system.
- Resumes of its Corporate Officers, District Manager, and other persons who will be assigned to oversee the proposed UG operation.
- Procedures for providing safety, sanitary, and secure commissary service management including supervision and control of inmate labor and internal security of products and equipment available to inmates.
- Procedures for weekly billing and weekly inventory of commissary supplies.
- The vendor is to clearly and specifically articulate the reconciliation/accounting process (es) utilized to account for all monies. In addition, the vendor is to provide copies of the monthly, quarterly and annual reports made available to the Sheriff's Office. Also, the vendor is to provide an outline of all policies/practices regarding the reconciliation and auditing of all transactions specific to the Inmate Trust Fund and Commissary Fund.

Deliverables

Section 6.03

The contractor will be required to provide the following deliverables

Current Operations:

Commissary:

Currently, the commissary is handled by a vendor who delivers products on a weekly basis. A storage area is provided for the vendor where the product is kept. Each inmate is afforded an opportunity to order product once a week with a make-up day for inmates that missed order day for whatever reason. Items on the commissary list are subject to approval by administration. Assistance is currently provided by two inmate workers supervised by vendor.

Intake Cash Management:

The current procedure is inmate monies are inventoried by the arresting agency. The money is placed in a sealed bag and placed in property to be released to the inmate upon their release. Any additional money must be received through the mail. The mail clerk must count and enter amounts received in the inmate mail log and print out a receipt. The money is then forwarded to the Public Safety Business Office who verifies the amounts and deposits the money in the inmate trust fund. A copy of the verified money amounts is sent to the commissary vendor who then enters the information into their accounting system. The inmate then may use money to purchase commissary items.

When an inmate leaves the facility whether temporarily or permanent a check must be generated by the commissary vendor, who then obtains required signatures and then mails the money to the farm-out facilities, state prison, or forwards the checks to the Records Division to be picked up by the released inmate the next business day.

Project Product for Commissary, Intake Cash Management and Laundry

Commissary and Intake Cash Management:**Direct Deposit Services:**

All vendors must provide technology free of charge to the jail that allows family members and friends to deposit money into an inmate's account by these four methods:

- a. Secure website (credit/debit card, check)
- b. 24-hour call center/toll free number (credit/debit card, checks)
- c. Lobby Kiosk (credit/debit card, cash: fee to use must not exceed \$3.00 per transaction, no matter what the amount of deposit)
- d. Property Room Kiosk (enables property officer to deposit cash into inmate commissary account intake)

All deposit methods must be linked with the vendor's software so that the deposits are transferred daily and electronically to the inmate's account in real time. In addition, the vendor must provide facility a password and username to securely join to the online interface. This access must allow the facility to perform the following functions:

- a. Facility to view and cancel incoming payments
- b. Download payment files
- c. Download payment reports
- d. Investigate and supervise payments

Vendor must guarantee all payments, eliminating facility liability from fraudulent or cancelled payments.

Commissary Account Debit Card to Released Inmates:

Vendor must provide an automated system that will, upon release from the WYCO Detention center, generate a debit card representing the commissary balance due the inmate upon release. In the event the inmate is being released to a farm-out facility, the vendor will provide a kiosk at each farm-out facility (Bridewell and ICC currently) which will allow the inmate to access debit card funds while at the farm-out facility and, upon release from the farm-out facility, the inmate will be provided a debit card carrying their farm-out commissary balance to be deposited into the facility system upon return to facility.

Access to Commissary Items/Inmate Orders

Vendor will provide kiosks in each of twelve (12) housing units which will allow inmates to have real-time access to their commissary account balance and purchase records, as well as allow inmates to place commissary orders. The kiosks placed in the housing units will also access to the Inmate Handbook (to be provided by facility).

CURRENT WYANDOTTE COUNTY JAIL COMMISSARY MENU LISTED IN ATTACHMENT "C"

Laundry:

Vendor will be responsible for staffing laundry. Inmate workers will no longer be available.

- **Background**

We are seeking the retention of a laundry management firm to provide all necessary onsite laundry services, which includes laundry chemicals.

- **Qualifications**

- To be considered for award of this contract, the following minimum qualifications must be met and fully outlined and explained in your proposal –
- Firm must be experienced in laundry management services within correctional facilities.
- Firm must have previous experience with proven effectiveness in the installation and maintenance of high-quality laundry services in similar size facilities.
- Firm must have a central office that is capable of providing satisfactory provisions of services to the onsite operations.
- Must have the ability to possess and maintain all required licenses, permits or certificates as required by law.
- To operate as an Independent Vendor in a cost-effective manner with the reporting and accountability to the Sheriff or his designee.
- To adhere to the policies and procedures of Wyandotte County Sheriff's Department.
- In addition, a successful background will be performed on the awarded firm's employees involved with onsite operations. The background check will be performed by the awarding County, at no cost to the vendor. Also, all contracted on-site employees will be at the discretion of Wyandotte County Sheriff's Department.

- **Scope of Work**

- The awarded firm will be expected to provide the following services as part of the laundry management program –

- **Specifications**

- Laundering is to include washing, extracting, drying and folding as normally
- Only non-allergic soaps, detergents, bleaches or other chemicals may be used in cleaning the items. We also prefer the use of environmentally friendly products.
- State in your proposal if you are not using eco-friendly.
- Each County will set the par levels to be kept in each Pod for emergencies.
- The County and vendor will agree to the laundry exchange schedule for each Pod.
- The County and vendor will agree upon hours of operation.
- Inmate labor shall be utilized. The number of inmate workers will be agreed upon by the County and vendor. The awarded vendor shall be responsible for supervising the inmate labor.

- **Equipment and Supplies**

- The vendor shall purchase and pay for all supplies, commodities and chemicals used in the laundry operation.
- The County shall supply all laundry equipment.
- The vendor shall take all reasonable measures necessary to assure the County that its equipment is being properly used and maintained.
- The vendor will be responsible for repair or replacement of damaged equipment due to negligence of their employees.
- The County shall provide all repairs, maintenance and replacement of the laundry equipment.
- The County shall supply all utilities relating to the laundry service operation.

- All laundry items that are “gang tagged” shall be reported to the Jail Administrator.
- Laundry items in need of repair will be taken to an outside vendor for repairs.
- The County will be responsible for the cost of the repairs.
- **Proposal Submittal**
- Pricing for laundry management shall be included with the Commissary service.

Program Enhancement:

The UG is asking the vendor to provide Program Enhancements for alternate ideas to the traditional “washer/dryer” arrangements, as well as an opportunity for bidders to include the provision of laundry equipment in their bids as well as the upkeep of the equipment, along with cost with their proposal. The enhancements shall be quoted separately from the requirements outlined in the language above and are meant to provide an opportunity for the vendors to be creative and allow us an opportunity to review program enhancements that we may not be familiar with but would benefit from having it.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE. ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal Inmate Commissary /Laundry Services– RFP “29191”

One (1) Original, nine (9) Copies and One (1) electronic copies on a flash drive of your proposal and supplementary material should be submitted to:

**Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

*It is the respondent's responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.*

Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals; however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Section 7.01

- **Please Tab each section.**
- Proposals must be submitted in a clear and orderly format
- Letter of Interest in providing the services requested in this proposal document. Include history, location(s) and facility hours.
- Statement of Qualifications in providing the services requested in this proposal. Include the abilities, qualifications, and experience of all persons who will be assigned to provide the required service.
- An index must be provided noting each section of the submitted proposal.
- Each section of the submitted proposal must be clearly tabbed for easy access and reference.
- The provided "Proposal Form" must be provided in the first section.
- Provide three (3) contacts similar in scope, size, or discipline to the required services performed or undertaken.

Section 7.02

Electronic Filing Requirements

A respondent **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at; <https://purchasing.wycokck.org/eProcurement>. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

Section 7.03

Introduction

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04

Section 7.05

Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Experience and Qualifications

Section 7.06

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Section 7.07

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will work on the contract and provide the following information about each person listed:

1. title,
2. resume,
3. location(s) where work will be performed, and
4. itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed.

Section 7.08

Cost Proposal

The financial return to the UG shall be indicated in the vendor's proposal based upon Net Sales. The vendor shall indicate the method of calculating Net Sales.

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. ***Percent (%) of the Net Sales returned to the UG as a commission: _____%***

Section 8.01

Article VIII. Evaluation and Selection

Selection Criteria

(a) Methodology - 45%

Proposals will be evaluated against the questions set out below.

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. Does their methodology include a full scale environmental awareness and plan?

(b) Management Plan and Project Understanding – 25%

Proposals will be evaluated against the questions set out below.

How well does the management plan support all the requirements and logically lead to the deliverables required in the RFP?

1. How well is accountability completely and clearly defined?
2. Is the organization of the project team clear?
3. How well does the management plan illustrate the lines of authority and communication?
4. Does it appear that the offeror can meet the schedule set out in the RFP?
5. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
6. How well have any potential problems been identified?
7. Is the proposal submitted responsive to all material requirements in the RFP?

Project Understanding

Evaluate the firm's project understanding of the Scope of Services required in the RFP as evidenced by their proposal.

1. Were deliverables clearly identified?
2. Did they have the ability to meet the deliverables?
3. Were there any innovative types of programs introduced?

(c) Personal and Firms Experience and Qualifications - 20%

Proposals will be evaluated against the questions set out below.

Personnel

Consider comparable experience and background of the specific personnel that shall be assigned to the County's team(s) as outlined in the proposal. Are resumes complete?

Also consider the specific involvement of those persons in projects noted in the proposal. Specifically, the program manager and service technicians.

How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

Firm

How successful is the general history of the company regarding timely and successful implementation and managing of similar size programs?

How has the company serviced similar size programs for other entities?

(d) Contract Cost - 10 %

Overall, a minimum of 10% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Percent (%) of the Net Sales returned to the UG as a commission: _____%

COOPERATIVE PROCUREMENT

This section is optional, it will not affect award.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

- 1) If Wyandotte County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES_____ NO_____

INITIALS: _____

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the RFP or contract unless they are specifically named in the Request for Proposal.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The UG Buyer is responsible for handling the solicitation and awarding the contract. The UG Buyer has sole authority to modify the contract and handle disputes regarding the substance of the contract.
- 6) Each jurisdiction that is a party to the joint RFP has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

Article IX. Attachments

Attachment A – Proposal Form

Attachment B – Intent to Self-Perform

Attachment C – Site Evaluation Registration Form

Attachment D – Debarment Form

Attachment A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFP – R29191

“Inmate Commissary/Laundry Service”

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this Agreement, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this Agreement, to any broker or agent or any other person;
- 3.0 It has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 It has the full authority of the Offeror to execute the proposal and to execute any resulting Agreement awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of one hundred and twenty (120) days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____

Attachment B

Intent to Self-Perform

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and the Bidder agrees to provide any additional information or documentation requested by the Unified Government in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Sign _____

Date _____

ATTACHMENT C
SITE EVALUATION REGISTRATION FORM

To attend the mandatory site evaluation at the Facilities listed in section 2.03, this Site Evaluation Registration Form must be completed and returned to Richard Rocha at the Unified Government of Wyandotte County via e-mail rrrocha@wycokck.org on or before March 5th @ noon, the due date established in the project timetable.

OFFEROR NAME: _____

ADDRESS: _____

MAIN CONTACT TELEPHONE NUMBER: _____

Please provide the following information for the Offeror Representative(s) that will be attending the mandatory site evaluation at the date and time established in the project timetable.

NAME: _____

TITLE: _____

OFFICE TELEPHONE NUMBER: _____

MOBILE TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

NAME: _____

TITLE: _____

OFFICE TELEPHONE NUMBER: _____

MOBILE TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____



DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
 - ii. Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - iii. _____ Have _____ Have not
 - iv. Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - v. _____ Are _____ Are not
 - vi. Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1) (a)(ii) of this provision; and
 - vii. _____ Have _____ Have not
 - viii. Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

- 3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- 4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
- 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

_____ Name (typed)	_____ Signature
_____ Title	_____ Date
_____ Company	_____ Project

For Office Use Only: Bid _____ **RFP** _____ **P.O. #** _____