



**SEDGWICK COUNTY, KANSAS**

***DIVISION OF FINANCE***

**Purchasing Department**

525 N. MAIN, SUITE 823  
WICHITA, KANSAS 67203  
TELEPHONE (316) 660-7255  
FAX (316) 383-7055

**REQUEST FOR PROPOSAL  
PREVENTION/EARLY INTERVENTION SERVICES  
for SEDGWICK COUNTY DIVISION OF HUMAN SERVICES  
#13-0027**

March 25, 2013

**1. PURPOSE**

Sedgwick County, Kansas (hereinafter referred to as "County"), desires to select individuals, organizations, or agencies interested in providing delinquency prevention/early intervention services to youth and families in Sedgwick County. This Request for Proposal provides specific technical information to aid participating organizations in formulating a thorough response.

**2. SUBMITTALS**

One (1) original and two (2) copies shall be submitted with any supporting data in a sealed envelope/package, marked on the lower left-hand corner with the firm name and address, proposal number, opening date, and returned to:

Joseph Thomas  
Sedgwick County Purchasing Department  
525 N. Main, Suite 823  
Wichita, KS 67203

No later than **1:45 p.m., CDT, Tuesday April 16, 2013**. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

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Joseph Thomas, C.P.M.  
Acting Purchasing Director

## **1. ABOUT THIS DOCUMENT**

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is seeking a solution, as described on the cover page and in the following Background Information section, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No.65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County.

Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor or vendors submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels and budget constraints.

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.

## **2. BACKGROUND & OBJECTIVES**

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 470,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,700 persons, and hosts or provides a full range of municipal services, e.g., public safety, public works, criminal justice, recreation/entertainment/culture, human/social, and education.

Sedgwick County is allocating approximately \$760,000 annually in support of prevention and early intervention programs targeted to youth at risk for juvenile delinquency. For the current grant fiscal year 2013, Sedgwick County funded a total of nine grant programs averaging \$84,043; awards ranged from \$15,656 to \$187,952. The Sedgwick County grant funds are utilized as a component of a comprehensive crime prevention program that includes state grant dollars allocated through the Sedgwick County Department of Corrections. The state grant dollars allocated for crime prevention are expected to fluctuate based on state revenues; funding recommendations for Sedgwick County crime prevention grants will include a priority ranking that takes into account the state crime prevention allocation. Programs with the most direct, quantifiable impact on juvenile crime/crime prevention will receive a higher priority than programs with less direct impacts. Funded programs are subject to an annual performance evaluation conducted by a professional evaluator and are required to track and report specific data for this evaluation.

Grants are awarded and administered consistent with the Risk-Need-Responsivity (RNR) model of intervention ([http://www.sedgwickcounty.org/corrections/resources/Risk\\_Need\\_Responsivity/Risk\\_Need\\_2007-06.pdf](http://www.sedgwickcounty.org/corrections/resources/Risk_Need_Responsivity/Risk_Need_2007-06.pdf)). Sedgwick County sponsors a wide range of prevention efforts including programs for young children up to older teenagers, however, all programs must include a participant risk assessment to ensure funds are utilized to serve youth most at risk for future delinquency. Consideration for funding is based on ensuring a comprehensive continuum of services for at-risk youth and their families in Sedgwick County. Additionally, all grants are contingent on final budget approval by the Sedgwick County Commission.

Preference for funding is given to evidence-based model programs or programs demonstrating a strong research basis showing positive effects reducing participant's risk for future juvenile delinquency. To be considered an evidence-based model program, programs must meet the rigorous research standards as defined by Blueprints for Violence Prevention (refer to <http://www.colorado.edu/cspv/blueprints/index.html>). Programs other than Blueprint model programs *may* be considered evidence-based if they meet or exceed the level of research the Blueprint model program uses in their determination (see <http://www.colorado.edu/cspv/blueprints/criteria.html> for Blueprint research requirements). Evidence-based practices (such as Motivational Interviewing, cognitive social learning, etc.) are also given preference over unproven methods of intervention.

As part of juvenile justice reform measures implemented by the State of Kansas, in the fall of 1998 a "Juvenile Justice Comprehensive Strategic Plan" was developed for Sedgwick County and updated in 2010. From an in-depth analysis of local problem behavior and juvenile justice data, three priority risk factors were selected:

1. Antisocial Personality;
2. Antisocial Cognition; and,
3. Antisocial Associates.

The risk factors are based on the Risk Needs Responsivity model of prevention and intervention. Sedgwick County is committed to making an impact on the priority risk factors. County prevention funding is one component of the community-wide effort to address these risk factors. **All programs and services funded through County prevention funds are expected to target the risk factors and include measurable goals and outcomes towards this purpose.**

Programs should be offered by experienced qualified organizations or individuals and provide services that are designed to prevent youth from entering the juvenile justice system or preclude further involvement in the system.

The targeted population includes children/youth at moderate to high risk for delinquency and their families. Funding is not limited to children in any certain age category. Organizations may have an opportunity to give presentations to clarify proposed services, if requested by the grant review committee.

### **3. SELECTION CRITERIA**

The selection process for funding will be based on responses to this Request for Proposal and any interviews required to verify the ability of a proposer to provide services in response to this document. A committee will evaluate each agency's response as determined by meeting the following criteria:

1. Meeting all Request for Proposal conditions, requirements and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Providing current letters of support verifying exemplary performance for similar services or for the agency in general (attached as Appendix C).
3. Providing comprehensive and understandable budget information for funds required for successful operation of the proposed project(s) to include a budget narrative section defining contents in each expenditure classification (for example: Contractuals includes funding for 10% of total utilities and lease and 10% of contract for accounting services). The budget should include all program funding sources, including any revenue from insurance or other fee-for-service source generated from program activities. The budget should be attached as Appendix A.
4. Providing services described herein with the most advantageous cost/benefit ratio to the County.
5. The selection process will include consideration of a continuum of services, impact to the highest-risk youth, implementation of a risk assessment process and adherence to the RNR model of intervention.

*The review committee will select the proposals, which appear most beneficial. These proposers may be asked to provide a presentation to the review committee during the evaluation period. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to this document. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.*

#### **4. MANDATORY REQUIREMENTS**

The County requires the most thorough and professional services available. The following requirements are listed to assist proposers in understanding the objectives and in submitting a thorough response. All proposals must speak to their ability to meet the following requirements. Please note, a copy of an annual audit or financial statement (if no audit is available) must be included with your proposal. If it is your belief a mandatory requirement does not apply to your agency, this must be noted on the attached check-off sheet. Any proposals that do not satisfactorily meet the mandatory requirements will not be considered for funding. The successful proposer shall:

1. Agree to abide by the terms and conditions of any Federal/State/County contract provisions and guidelines.
2. Have the capability of entering into a written agreement with the County, setting forth the specific terms and conditions with which the proposer must comply.
3. Provide the agency's most recent annual audit, including any single Audit Act Reports that are required of the agency (OMB A-128 or OMB A-133 audit); or, financial statement prepared by a professional accountant or accounting firm if no audit is available.
4. Assure the County that grant funds will not be used to supplant existing resources, including earned income generated from program activities. Prevention grant funding can be used to expand an existing program or to create a new program but may not be used in place of current funding. Additionally, any revenue earned from services funded through a prevention grant must be collected, tracked, reported and used to further the program's service objectives; program revenue may not be reallocated to support other agency goals/services without express written permission.
5. Ensure that quarterly status reports and information is provided documenting progress on meeting goals or risk loss of remaining funds.
6. Identify direct, measurable participant outcomes and methods of measurement (see outcomes under Proposal Content Section below).
7. Appropriately fill out the Proposal Response Form, following the directions and ensuring the **narrative (which includes the statement of problem and community need, the management plan and outcomes) is no longer than five pages with at least one inch margins and font no smaller than 12 pt.** The Proposal Response Form should provide complete information on the program. Unrequested information, such as brochures, newspaper articles, and videotapes, will not be reviewed or considered as part of the proposal.
8. Provide services that includes a participant risk assessment to determine risk for delinquency and addresses prevention/early intervention relative to one or more of the following risk factors (see Background and Objectives section above for more details):
  - a. Antisocial Personality;
  - b. Antisocial Cognition; and,
  - c. Antisocial Associates.

## **5. SPECIFIC PROGRAM COMPONENTS**

All proposals must speak to the agency's ability to meet the following desired criteria. Responses must reflect in detail the degree to which they can be provided (address both in the narrative and on the check-off sheet). The ability to provide these components will factor heavily in determining award(s). Applicant agencies should:

1. Provide demonstration of knowledge and experience in providing a community-based prevention/early intervention program to handle the needs of Sedgwick County youth and their families.
2. Provide culturally proficient services, which may include: multilingual services, multilingual staff, culturally sensitive services, cross-cultural capacity, translation services, multi-cultural services or capacity, etc.
3. Understand the program should utilize a risk assessment process and be consistent with the RNR model of intervention (see Background and Objectives above) and the targeted population should include children/youth at risk for delinquency and wherever possible include family involvement.
4. Demonstrate past or present collaborative efforts.
5. Include program components that build youth competencies consistent with the Positive Youth Justice model ([http://www.sedgwickcounty.org/corrections/resources/Positive\\_Youth\\_Development/positive\\_youth\\_justice.pdf](http://www.sedgwickcounty.org/corrections/resources/Positive_Youth_Development/positive_youth_justice.pdf) for more information on Positive Youth Justice). Services should emphasize learning/doing and attaching/belonging.

## **6. PROPOSAL CONTENT**

The information provided in the proposal will be carefully reviewed and used in making a determination; providing specific information on how your organization meets the criteria will assist the reviewers in making a better informed decision. Proposal pages should be numbered, single sided and secured with a single clip or rubber band; proposals should not include staples or binding (this includes audits). Narrative pages must have a margin of at least one inch and font of no smaller than 12 pt. Please be concise and reference sources as required.

### **THE PROPOSAL SUBMISSION MUST BE ORGANIZED IN THE FOLLOWING FORMAT AND INFORMATION SEQUENCE:**

- A. **PROPOSAL RESPONSE FORM** should be the first page of the proposal so the firm name and contact are clearly visible (copy at the end of this RFP document. An electronic copy can be provided upon request to Jeannette Livingston at [jlivings@sedgwick.gov](mailto:jlivings@sedgwick.gov) ).

**Cost Information - (Unallowed costs include construction and fund raising).**

1. State the total amount requested to provide the described services in meeting ALL Mandatory Requirements, Specific Program Components, and Conditions listed in this Request for Proposal:
2. State the proposed program's name.

### **B. NARRATIVE**

**The following information (items B.1 – B.3) must be presented and shall be no longer than five pages with margins no less than one inch and font no smaller than 12 pt (not including appendices). Only five pages of narrative will be reviewed. Please be concise and reference sources as required.**

**B.1. Statement of problem and community need:**

- a) Provide a description of the program and program services. Describe the specific community problems and needs this program/service is designed to address relative to the identified risk factors. Specifically identify which of the three risk factors (i.e. Antisocial Personality, Antisocial Cognition and/or Antisocial Associates) the program is designed to address.
- b) Indicate how/if the proposed program:
  - Incorporates the RNR model of intervention;
  - Targets youth at moderate to high risk for future delinquency;
  - Utilizes a participant risk assessment and how the results are used to determine level and type of services;
  - Utilizes Motivational Interviewing and how proficiency is maintained;
  - Is considered evidence-based (indicate if Blueprint Model);
  - Engages with and includes families in service to improve long-term outcomes;
  - Builds youth competencies by emphasizing learning/doing and attaching/belonging.
- c) Provide information on why existing community resources do not adequately serve the needs which this proposed project would serve. Please describe if this program/service duplicates any other in the community.
- d) Provide information about the targeted population and number to be served. Include any information relevant to participant recruitment, transportation to services, etc.
- e) Provide a brief statement about the proposer's background, experience, and understanding of services required.

**B.2. Management Plan:**

- a) Describe the management plan for implementation of the proposed program/service. If an evidence-based program is proposed, the management plan must indicate how fidelity to the model will be maintained; which may include a requirement to contract with the program developer. Proposals for implementation of new evidence-based programs should indicate contact with the program developer and specify what actions are necessary to implement the program.
- b) State whether the proposed program is an expansion of an existing program or a new program; clearly identify how the County funds would improve the program if it is an expansion grant.
- c) Please include a time-line and staffing patterns. Job descriptions of relevant staff should be attached as Appendix B.
- d) Discuss any additional revenue sources that fund the program/services being requested for prevention grant funding, including any fee-for-service earned income. Explain how the revenue will be tracked, reported and restricted within the proposed program.

### **B.3. Outcomes:**

Describe program/service goals as related to the stated problem and need. Define measurable outcomes of the proposed program/service and describe how the outcomes will be measured (pre- and post-test, survey, etc.). Quantitative data is preferred over qualitative data.

Please note, developing measurable outcomes should begin with identifying a goal (what you expect the program will accomplish) and then formulating how to measure your success at achieving this goal. *Outcomes are changes in attitude, behavior, skills or knowledge; program inputs (number served, hours of service provided, or brochures printed, etc., are not outcomes).* Outcomes should follow the general format illustrated below. A good outcome measurement system should not rely completely on self-report, but should, ideally, contain information from several sources including official records (i.e. school, Juvenile Intake and Assessment Center, etc.). Programs targeting youth 10 years of age or older must include an arrest outcome measured through Juvenile Intake and Assessment Center records. If you have questions regarding developing outcomes for your program please call Jeannette Livingston at 660-7612 for assistance.

Example:

Goal: Increased commitment to school.

Outcome: 80% of youth will have no unexcused absences from school during program participation, as measured through school records.

### **C. MISCELLANEOUS AGENCY INFORMATION:**

Provide the following information about the proposer:

1. Date established: \_\_\_\_\_
2. Discuss your current financial situation and provide a current financial statement and audit report (Appendix D).
4. Provide information about any current relevant litigation in which you are a defendant.

### **D. APPENDICES**

1. Appendix A: Budget with Budget Narrative (Note: if the program has other funding sources, these sources should be included in the budget. The budget should clearly identify the totality of the program funding and what piece the requested Sedgwick County funds would provide. If the program was funded through Sedgwick County prevention funds last year, the budget should distinctly identify what any additional funding requested would provide, i.e. increase number served, expand to new site, cost of living increase, etc.).
2. Appendix B: Job descriptions and resumes of key staff
3. Appendix C: Letters of support (should not be older than three months)
4. Appendix D: Audit
5. Appendix E: Copy of state certificate of tax clearance (may be obtained online at <http://www.ksrevenue.org/taxclearance.html>), and copies of any licenses, permits, and certificates necessary to provide services in the State of Kansas, if applicable.
6. Appendix F: Check-Off Sheet

### **7. CONTRACT INFORMATION**

A formal contractual agreement will be finalized prior to commencement of services. A contractual period will commence approximately July 1, 2013, preceded by the County Commission's approval of the recommended proposal(s), for an approximate 12-month period. Contracts may include an option to renew for two (2) one (1) year periods based on program performance. The contractual period shall not begin until after the County has secured a state tax clearance certificate and any other required legal documents required for this type of service (e.g. - bonds, insurance certificates, etc.). This or a similar selection process must be repeated should grant funds continue for future years past the initial three year timeframe. All contracts are contingent on final approval of budgeted funds by the Sedgwick County Commission annually.

## **8. INDEMNIFICATION**

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County and REAP, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications

## **9. INSURANCE COVERAGE**

The Contractor shall furnish a certificate of insurance naming Sedgwick County as an "additional insured" in the minimum amounts as specified herein. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the vendor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences. Renewal of expiring certificates shall be furnished to the County 30 days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

|                                  |                            |
|----------------------------------|----------------------------|
| Workers Compensation             | Applicable State Statutory |
| Employers' Liability             | \$100,000.00               |
| Contractor's Liability Insurance |                            |

Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability

|   |              |
|---|--------------|
| Bodily Injury                                     |              |
| Each Occurrence                                   | \$500,000.00 |
| Aggregate   | \$500,000.00 |
| Property Damage                                   |              |
| Each Occurrence                                   | \$500,000.00 |
| Aggregate   | \$500,000.00 |
| Personal Injury                                   |              |
| Each Person Aggregate                             | \$500,000.00 |
| General Aggregate                                 | \$500,000.00 |
| Automobile Liability – Owned, Non-owned and Hired |              |
| Bodily Injury Each Person                         | \$500,000.00 |
| Bodily Injury Each Occurrence                     | \$500,000.00 |



**10. TERMINATION**

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. In the event of termination due to lack of funding, the County reserves the right to re-establish any program at a later date over the next 3 years.

**11 QUESTIONS AND INQUIRIES**

All requests for clarifications and questions should be directed to both Joseph Thomas at [jethomas@sedgwick.gov](mailto:jethomas@sedgwick.gov) and Jeannette Livingston at [jlivings@sedgwick.gov](mailto:jlivings@sedgwick.gov) by 5:00 p.m. (CDT) March 29, 2013. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://ssc.sedgwickcounty.org/RFQRFWebApp/RF2.aspx>, under the RFP number by 5:00 p.m. (CDT) April 3, 2013. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.**

**12. TENTATIVE TIMELINE**

The following dates are provided for informational purposes are subject to change without notice.

|  |                          |
|--|--------------------------|
| Distribution of Request for Proposal ----- | 03/25/2013               |
| Question Submittal Deadline-----           | 03/29/2013               |
| Addendum Issued (if necessary)-----        | 04/03/2013               |
| Proposal Due Date -----                    | 04/16/2013               |
| Proposal Evaluations -----                 | 04/16/2013 to 05/14/2013 |
| Board of County Commission Approval -----  | 05/22/2013               |

**13. PROPOSAL CONDITIONS**

In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. Pricing offered in the proposal document will be provided to other local governments and governments whom Sedgwick County regularly enters into agreements.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. Sedgwick County will retain the right to reject any part of or any and/or all proposals received, or to accept any item or items in the proposal, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that each responder's sureties and insurers are subject to the approval of the County.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
6. Proposals may not be withdrawn for a period of 120 days following the opening of this *Request for Proposal*. Prices MUST also be free of duties, federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

7. Proposers MUST return the entire document with any supplementary materials to Sedgwick County, Kansas, Purchasing Department, 525 North Main, 8<sup>th</sup> Floor, Suite 823, Wichita, KS 67203, on or before 1:45 p.m. on the proposal due date. The time clock stamp in the Purchasing Department will determine the time of receipt. Bids and Proposals will be opened and acknowledged at 2:00 p.m. the same day and location unless other specified.
8. Envelopes/container containing Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and proposal opening time.
9. Sedgwick County interprets the term "lowest responsible and best bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective responders.
10. All requested information must be supplied. If proposers cannot respond to any part of this request proposers should state the reason they cannot respond. Proposers may provide supplemental information, if necessary, to assist Sedgwick County in analyzing their proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and shall become binding for all terms set forth herein, when it is accepted by the service provider by acknowledgment or performance, and subject to the terms and conditions of the County to be memorialized by written agreement.
12. After the award, if the successful contractor/supplier refuses or fails to make deliveries of the materials/services within the times specified in the *Request for Proposal*, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful respondent will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
13. The proposer responding to this proposal proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
14. If a response to this Request for Proposal is accepted, the proposer agrees to execute and deliver to the County a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Proposer.
15. If a proposer is awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
16. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
17. The proposer hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
18. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.

19. Sedgwick County reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
20. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
21. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
22. No prepayment of any kind will be made prior to implementation. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
23. Unless specified elsewhere in the document, all prices quoted must be F.O.B. County destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
24. The successful proposer may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful proposer is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
25. The successful proposer agrees all data, records and information, which the proposer, including its agents and employees, obtains access to for the purposes of this proposal, remains at all times exclusively the property of Sedgwick County. Proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. **Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.**
26. The Proposer agrees to comply with K.S.A. 44-1030, and hereby agrees that:
  - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
  - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
  - c. If he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
  - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
  - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.

29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

#### **14. GENERAL INSTRUCTIONS**

- 1) Carefully review the complete Request for Proposal packet, particularly the mandatory requirements. If you have any questions about formatting call Jeannette Livingston at 660-7612.
- 2) Start work on your proposal early. Questions must be submitted in writing no later than March 29, 2013 and late proposals will not be accepted.
- 3) Fill out the Proposal Response Form completely, following all instructions. The narrative (which includes the statement of problem and community need, the management plan and outcomes) cannot be more than five pages in length (with one inch margins and font no smaller than 12 pt); any pages over five will not be reviewed.
- 3) Do not attach information to the proposal that is not requested, i.e. newspaper articles, brochures, videotapes. Extraneous information not requested in the request for proposal will not be reviewed.
- 4) Be sure to include all appendices as required (budget, job descriptions, letters of support, audit, and check-off sheet).
- 5) The proposed budget should be for a one year time frame and illustrate all the funding sources for the proposed grant program but clearly differentiate what the Sedgwick County grant will fund.
- 6) The attached check-off sheet must be included with the response as Appendix F.
- 7) Address all the mandatory requirements and specific program components on the check-off sheet (either yes, no and if no, explain). If it is your belief a mandatory requirement does not apply to your agency, this must be noted on the check-off sheet. Any proposals that do not satisfactorily meet the mandatory requirements will not be considered for funding.

- 8) Please number the pages in the proposal. The Proposal Response Form, as provided below, should be the top/first page of the proposal.
- 9) Proposals should be submitted on single-sided paper. Do not include notebooks, folders or spiral-bound pages, this requirement includes audits.
- 10) One original and two copies of the proposal must be submitted to Joseph Thomas, Acting Purchasing Director, at 525 N. Main, Suite 823, Wichita, KS 67203 **on or before 1:45 p.m. (CDT), Tuesday April 16, 2013.** Any proposals received after 1:45 pm will not be considered for funding.
- 11) Envelopes containing proposals must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal opening date, and proposal opening time.
- 12) An electronic copy of the Proposal Response Form and Check-Off Sheet are available upon request to Jeannette Livingston at [jlivings@sedgwick.gov](mailto:jlivings@sedgwick.gov).

# PROPOSAL RESPONSE FORM

## PREVENTION/EARLY INTERVENTION SERVICES for SEDGWICK COUNTY HUMAN SERVICES

#13-0027

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME \_\_\_\_\_

DBA/SAME \_\_\_\_\_

CONTACT \_\_\_\_\_

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

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

TAX PAYER I.D. NUMBER \_\_\_\_\_ STATE INCORPORATED \_\_\_\_\_

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

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

TYPE OF ORGANIZATION: Public Corporation \_\_\_ Private Corporation \_\_\_ Sole Proprietorship \_\_\_

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

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

Not a Minority Owned Business \_\_\_ Minority Owned Business: \_\_\_ Certification # \_\_\_\_\_

African American \_\_\_ Asian \_\_\_ Hispanic \_\_\_ Native American \_\_\_ Other \_\_\_ Woman Owned Business \_\_\_

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to <https://ssc.sedgwickcounty.org/RFQRFPWebApp/RFP2.aspx>.

NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_; NO. \_\_\_\_\_, DATED \_\_\_\_\_

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

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Dated \_\_\_\_\_

**COST INFORMATION:** Total Amount Requested: \_\_\_\_\_

Program Name: \_\_\_\_\_

## APPENDIX F

### CHECK-OFF SHEET

The check-off sheet is designed to insure completeness of your proposal. Check-off sheet **MUST** be included with your proposal.

|   | Yes | No | If no, explain | Proposal Page # |
|---|-----|----|----------------|-----------------|
| <b>Proposal Content ( see RFP p. 5-7)</b>         |     |    |                |                 |
| Proposal response form                            |     |    |                |                 |
| Cost Information                                  |     |    |                |                 |
| Narrative   |     |    |                |                 |
| Management Plan                                   |     |    |                |                 |
| Outcomes  |     |    |                |                 |
| Misc. agency information                          |     |    |                |                 |
| <b>Appendices (see RFP p. 7)</b>                  |     |    |                |                 |
| A. Budget   |     |    |                |                 |
| B. Job descriptions                               |     |    |                |                 |
| C. Letters of support                             |     |    |                |                 |
| D. Audit  |     |    |                |                 |
| E. Tax clearance certificate & licenses           |     |    |                |                 |
| F. Check-off sheet                                |     |    |                |                 |
| <b>Mandatory Requirements (see RFP p. 4)</b>      |     |    |                |                 |
| 1. Abide by terms and conditions                  |     |    |                |                 |
| 2. Enter written agreement                        |     |    |                |                 |
| 3. Audit  |     |    |                |                 |
| 4. Non-supplant of existing funds                 |     |    |                |                 |
| 5. Submit reports                                 |     |    |                |                 |
| 6. Include outcomes                               |     |    |                |                 |
| 7. Response form compliance                       |     |    |                |                 |
| 8. Risk factors addressed                         |     |    |                |                 |
| <b>Specific Program Components (see RFP p. 5)</b> |     |    |                |                 |
| 1. Knowledge & experience                         |     |    |                |                 |
| 2. Culturally proficient                          |     |    |                |                 |
| 3. Risk assessment & target population            |     |    |                |                 |
| 4. Collaborative efforts                          |     |    |                |                 |