



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055

<http://sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
#13-0015
SUBSTANCE ABUSE TREATMENT PROGRAM

March 1, 2013

Sedgwick County, Kansas (hereinafter referred to as "County") is soliciting proposals to contract with a qualified vendor(s) to provide Substance Abuse Treatment services for the City of Derby. It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of the services described herein.

Carefully review this document. If your firm is interested in participating in this selection process commensurate with the specifications, conditions, mandatory requirements, and instructions as contained herein, submit one (1) original, and one (1) electronic copy (Word or PDF) of the entire document with any supplementary materials to:

Kim Evans

Sedgwick County Purchasing Department

525 N. Main, Suite 823

Wichita, KS 67203

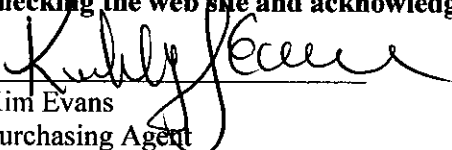
SUBMITTALS are due NO LATER THAN 1:45 p.m. CDT, March 26, 2013 Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 p.m., CDT on the due date. No information other than the respondent's name will be disclosed at bid opening.

There will be a **pre-proposal discussion meeting on Monday, March 11 at 9:00am at Derby City Hall, 611 Mulberry, Derby, Kansas.** This meeting is not required to participate in the solicitation; however it is strongly encouraged that prospective vendors attend to gain a clear understanding of the project scope.

QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Kim Evans at kjevans@sedgwick.gov and Nadine Long at nlong@sedgwick.gov. All questions must be submitted in writing by 5:00 p.m. CDT, March 13, 2013. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by 5:00 p.m. CDT, March 18, 2013. **Vendors are responsible for checking the web site and acknowledging any addendums in their response.**


Kim Evans
Purchasing Agent

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the County is **seeking a solution**, as described on the cover page and in the following Background Information section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award recommendation**. As defined in Charter Resolution No. 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 submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed equipment/service that best meets its required needs, quality levels and budget constraints.**

2. BACKGROUND INFORMATION & OBJECTIVES

The City of Derby is requesting proposals from vendors to offer substance abuse treatment services for Derby High School students and their family members through a new initiative supported by the City Special Liquor Tax. As part of the program, youth will be identified by Derby schools as needing substance use intervention. Thereafter, the vendor(s) will evaluate the student and deliver the recommended treatment services. The goal of this program is to help Derby students access the treatment services they may need to make healthy decisions and lead productive lives. Derby schools may also identify a student who is being negatively affected by a direct family member's substance use, and can also refer them to treatment in these situations. Direct family members will include:

- Spouse
- Parent (stepparent)
- Sister (stepsister)
- Brother (stepbrother)
- Grandparent (step-grandparent)
- Aunt (step-aunt)
- Uncle (step-uncle)
- Niece (step- niece)
- Nephew (step-nephew)
- Legal guardian

Through this program, students and their families can get connected to needed treatment and education services which, for a variety of reasons, they may not have otherwise had access to previously. Accordingly, successful bidders will propose services for both adults and adolescents. Services under this contract could include (but are not limited to):

- Assessments/evaluations
- Outpatient adolescent treatment level I
- Outpatient adolescent treatment level II
- Outpatient adult treatment level I
- Outpatient adult treatment level II
- After/continuing care and/or relapse prevention
- Early intervention/educational services

The City of Derby is asking vendors to propose the treatment and/or educational services they can offer to students and their families referred by the schools. 2013 is the first year of this project.. Joint ventures are acceptable. Expenditures will be monitored closely, as the City of Derby plans on expanding this service for the other schools in the Derby Public School System over the next five years.

Additionally, applicants should be aware that performance under this contract will be monitored using outcome-based measurements. Successful vendors will submit meaningful outcomes for clients to achieve through the treatment services, and will also indicate their willingness and ability to submit performance outcome measures at least bi-annually.

Preference will be given to programs that operate in Derby, and/or can demonstrate evidence of the effectiveness of their services with the target population.

As a partner of the Derby School District, selected vendors agree to provide the documentation requested by Derby schools, including a student's level of success in completing the treatment program.

3. MINIMUM FIRM QUALIFICATIONS/GENERAL REQUIREMENTS

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

1. Hold appropriate qualifications and/or credentials for the delivery of services specified and proposed.
2. Have the capacity to acquire all required bonds, escrows or insurances;
3. Have provided services similar to those specified herein for a minimum of five (5) years; and
4. Maintain ability to provide ongoing services in the manner described within proposal response
5. Be familiar with the laws of the State of Kansas.
6. Provide any licenses and/or certifications required to perform services outlined herein.

4. MINIMUM REQUIREMENTS

These guidelines are provided to assist participating firms in formulating a thorough response. Proposals submitted must reflect in detail their inclusion as well as the degree to which they can be provided. The successful contractor shall ensure and understand:

1. Services must meet local, state, and federal guidelines as applicable.
2. Contractor will work closely with County staff during all phases of the required work. Because the successful firm's service will be considered a key part of business for the public, a strong, positive working relationship must be maintained.
3. Contractor will provide a single point of contact for the duration of the contract.
4. Contractor shall have the ability to manage multiple tasks simultaneously and expeditiously, approach to problem and task resolution, methodology and proven procedures, and a cultural teamwork philosophy.
5. Contractor shall not acquire any interest, direct or indirect, in any other professional capacity that would conflict in any manner or degree with the performance of services required to be performed during this project.

5. SCOPE OF WORK

Agency Identification Information

A. Legal Status: Describe the type of organization that will be providing services under this proposal (i.e. 501(c)3, corporation, government agency, etc.), its mission, and approximate size. Also include where the facility is located, and if there are multiple locations.

B. Financial System: Briefly describe the agency's internal finance system, including structure and experience of key leaders.

Scope of Work

A. Description of Services

1. Describe the services the agency is willing to provide through this project and the program structure. (i.e. adolescent outpatient treatment level I and II, assessments, alcohol and drug education, etc.) Please include along with the type of service:
 - a. How the agency determines what type of services/length of treatment each client requires;
 - b. Any specific curriculum/evidence-based practices that are used to deliver services;

- c. Describe how the agency will help clients access treatment at other agencies to address other needs as necessary, including medical, mental health, educational issues, etc.
 - d. How/if services are individualized based on the clients' gender and/or cultural background;
 - e. How/if services are individualized for adolescents versus adults.
 - f. When could the agency start delivering services?
2. Detail specifically what kind of after-care and/or relapse prevention services the agency can provide to students (and if working with their families, for adults) up to at least 90 days after successful completion of the program.
 3. Describe if and how the family is involved in the student's treatment.
 4. If proposing a joint venture, describe the services each agency will provide and how the partnership will operate.

B. Qualifications and Experience

1. Describe the agency's experience in providing the requested services.
2. Submit as Attachment A the facility's license from the State of Kansas to provide treatment services.
3. Identify the staff persons that will be assigned to this project and briefly describe their qualifications. (Please include the staff that will deliver direct services as well as those that provide administrative support, if different.)

C. Outcome Measurements:

1. Using Attachment B, submit with this proposal at least four meaningful and measurable outcomes for the population(s) to be served through these funds.
2. Indicate the agency's experience in using performance based outcomes as a measurement tool. (Note: A lack of experience in this area does not disqualify an agency from funding.)

D. Cost Data

1. Using Attachment C, list the services being offered, the unit of service, and the cost per unit of service.
2. Submit along with this application as Attachment D a copy of the agency's Certificate of Tax Clearance from the State of Kansas (Visit <http://www.ksrevenue.org/taxclearance.html> to obtain this free certificate.)
3. Also include a copy of the agency's current liability insurance coverage as Attachment E.

6. SELECTION CRITERIA

The City of Derby and Sedgwick County COMCARE have organized a project management team (hereinafter referred to as "team") that includes a variety of stakeholders to review and select vendors under this RFP. The team reserves the right, where it may serve the team's best interest through the evaluation process to:

- Make an award based on maximum benefit to the City and not automatically on the lowest cost;
- Select or reject any or all applications submitted in response to this RFP;
- Accept part of a particular proposal;
- Select one or more than one vendor to provide a specified service;
- Request additional information or clarification from one or more bidding agencies;
- Retain all applications submitted in response to this RFP.

The following criteria will be used to guide reviewers in the selection of programs recommended for funding under this RFP:

A. Mandatory Elements

- The agency has no conflict of interest with the City of Derby or Sedgwick County.
- The agency submits a response that adheres to the directions of the RFP, and provides a proposal that is clear, complete, and provides all of the requested information.

B. Technical Qualifications

- The agency is licensed in the State of Kansas to provide adult and/or adolescent substance abuse treatment services, and this license is current and in good standing.
- Staff assigned to the project will demonstrate they have the required licenses, degrees, and other certifications necessary to provide adequate services.
- Agency demonstrates the competencies and capacity for providing the requested services.

C. Program Content

- Agency proposes sufficient treatment services that meet the needs of the students and their family members to be served under this RFP.
- Proposed services are clearly described along with a clear goal for clients receiving said services.
- Agency offers strong after-care/relapse prevention support services to clients for at least 90 days after their successful completion of treatment.
- Agency submits at least four meaningful outcome goals for those clients served.
- Agency indicates their willingness and ability to successfully and independently track and report on the requested performance outcome data.

D. Price

- The proposed rates for services are reasonable and commensurate with market prices.
- Agency demonstrates cost-effectiveness.

E. Additional Considerations

- Agency is located in the City of Derby.
- Agency incorporates evidence-based practices in their service delivery where possible and appropriate.

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

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

County reserves the right to reject any proposal, determine any irregularities, and make final determination for award.

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

7. TENTATIVE TIMELINE

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

RFP Released	March 1, 2013
Pre-Proposal Meeting	March 11, 2013 @ 9:00AM
Proposal Responses Due	March 26, 2013 @ 1:45PM
Proposal Review	March 27-April 3, 2013
Bid Board Recommendation	April 4, 2013
BOCC Award	April 10, 2013

8. CONTRACT TERMS AND PAYMENT TERMS

The contract period with the successful proposer shall begin immediately following formal approval of the Board of County Commissioners, tentatively May 1, 2013, and continue for a period of one (1) year with five (5) one (1) year options to renew. Any change in law that will affect the terms, conditions, or costs subsequent to contract initiation will be negotiated on an as needed basis with Sedgwick County maintaining the final right of approval to determine applicability.

If through any cause, the successful firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the successful firm shall violate any of the covenants, agreements or stipulations of this contract, the County shall thereupon have the right to terminate this contract, by giving a 30-day written notice. In the event of such termination for cause, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of this contract.

9. INSURANCE REQUIREMENTS

Worker's Compensation:	
Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance:	
Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/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
Professional Liability	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, worker's compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

10. INDEMNIFICATION

To the fullest extent of the law, the contractor, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the contractor during the contractors performance of the agreement or any other agreements of the contractor entered into by reason thereof. The contractor 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 contractor, 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 contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

11. REQUEST FOR 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, 8th 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.

12. GENERAL CONTRACT PROVISIONS

http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf

13. PROPOSAL CONTENT AND FORMAT

Proposal(s) should be organized in the following format and information sequence:

Checklist

Use this checklist to ensure that all of the required documentation is in place before submitting a proposal.

Document/ Narrative Section	Yes	No
1. Most Recent Financial Audit (with original copy only)	<input type="checkbox"/>	<input type="checkbox"/>
2. Proposal Response Form	<input type="checkbox"/>	<input type="checkbox"/>
3. Identification Information	<input type="checkbox"/>	<input type="checkbox"/>
4. Scope of Work	<input type="checkbox"/>	<input type="checkbox"/>
5. Attachment A- Treatment License	<input type="checkbox"/>	<input type="checkbox"/>
6. Attachment B- Outcome Measures	<input type="checkbox"/>	<input type="checkbox"/>
7. Attachment C- Rate Description	<input type="checkbox"/>	<input type="checkbox"/>
8. Attachment D- Certificate of Tax Clearance	<input type="checkbox"/>	<input type="checkbox"/>

Applicants may attach additional material after Attachment D that would help reviewers in understanding and assessing their proposal. (i.e. Letters of support, program brochures etc.)

PROPOSAL RESPONSE FORM
#13-0015
SUBSTANCE ABUSE TREATMENT PROGRAM

The undersigned, on behalf of the Proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid 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

<http://sedgwickcounty.org/finance/purchasing.asp>

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 _____