



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://sedgwickcountv.org/finance/purchasing.asp>

Request for Proposal
Early Intervention and Therapeutic Services
for Sedgwick County CDDO
#13-0104

November 4, 2013

Sedgwick County, Kansas (hereinafter referred to as "County"), desires to select individuals, organizations, or agencies interested in providing family-centered early intervention services and/or therapeutic services for individuals with intellectual disabilities and co-occurring mental health disorders and their families in Sedgwick County. This Request for Proposal provides specific technical information to aid participating organizations in formulating a thorough response.

Firms interested in submitting a response meeting all terms, conditions, and requirements, shall provide an original and two (2) copies of the attached *Response Form*, and requested supplemental information on or before **Tuesday, December 3, 2013 at 1:45 p.m. CST**. Proposals must be sealed in an envelope and marked with the firm's name and address, proposal number, opening date and time. Late responses will not be accepted and will not receive award consideration. The time clock stamp in the Purchasing Department will determine the time of receipt.

Any questions regarding this document will be submitted in writing to Joe Thomas, Purchasing Director at jethomas@sedgwick.gov by 5:00 p.m. (CST), Friday, November 15, 2013. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp under Current RFP's/RFQ's; under the RFP/RFQ number no later than Monday, November 18, 2013 by 5:00 p.m. (CST). **Vendors are responsible for checking the website and acknowledging any addendums in their response.**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Sedgwick County Board of Bids and Contracts meeting. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. More than one (1) proposal option may be submitted for consideration. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public staff or facilities, the successful proposer will understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the Board of County Commissioners. Accept our assurance that the information provided will be used for evaluating the ability of your firm to handle this account and will not be shared with any persons not involved with the selection process.

Joe Thomas, C.P.M.
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.

The SCDDO is one of 27 Community Developmental Disability Organizations in Kansas. It serves nearly 2,500 persons with intellectual disabilities and/or developmental disabilities. Over 900 persons served are under the age of 19. The majority, 61%, are males. Over 1,180 individuals, nearly 48%, have a mental health diagnosis.

SCDDO is allocating approximately \$100,000 annually in support of family-centered early intervention services and therapeutic services for individuals with intellectual disabilities and co-occurring mental health disorders and their families. There is evidence that the overall prevalence of psychiatric symptoms is greater in children with intellectual disabilities, compared with children with normal IQ. Further, the evidence suggests that psychiatric disorders occur at a higher rate in both adults and children with severe intellectual disabilities than people with mild or no intellectual disabilities (Whitaker & Read, 2006).

For the calendar year 2013, Sedgwick County funded a total of two programs averaging \$47,240; with awards ranged from \$37,480 to \$57,000. The Sedgwick County grant funds are utilized as a component of a comprehensive co-occurring disability program that includes state grant dollars allocated through the Sedgwick County Developmental Disability Organization.

The targeted population includes families with children having intellectual disabilities and/or developmental disabilities, and youth and adults at moderate to high risk for institutionalization. Through this RFP Sedgwick County will continue its ongoing commitment to providing early interventions services and treatment for client of the ID/D system and their families who experience problems with mental health conditions.

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 three 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 include 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 services being proposed, impact to families and individuals being targeted.
6. Preference will be given to programs listed in the Institute of Education Services, What Works Clearinghouse (see <http://www.ies.ed.gov/ncee/wwc/AboutContributors.aspx?fid=2>).

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 service which best meets its required needs, quality levels, and budget constraints.

Sedgwick County also reserves the right to not award this contract.

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 that a mandatory requirement does not apply to your agency, this must be noted on the attached check-off sheet. 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. Be able to assure the County that grant funds will not be used to supplant existing resources, including earned income generated from program activities. Supplanting funds refers to using grant funds from this proposal in place of existing funds and using the existing funds for another purpose. Additionally, any revenue earned from services 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. Be able to ensure that regular status reports and information is provided documenting progress on meeting goals or risk loss of remaining funds. Specific reporting requirements will be determined by the nature of the services provided and will be included in the final contract.
6. Be able to identify direct, measurable participant outcomes and methods of measurement (see outcomes under Proposal Content Section below).

7. Appropriately fill out the Proposal Response Form. The Proposal Response Form should provide complete information on the program.

5. SEDGWICK COUNTY RESPONSIBILITIES

Sedgwick County agrees to the following:

1. Provide timely payment of undisputed invoices.
2. Provide information, as legally allowed, in possession of the County, which relates to the County's requirements or which is relevant to this project.

6. QUESTIONS AND INQUIRIES

All requests for clarifications and questions should be directed to Joseph Thomas at jethomas@sedgwick.gov by 5:00 p.m. (CST) November 15, 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/RFP2.aspx> under the RFP number by 5:00 p.m. (CST) November 18, 2013. **Vendors are responsible for checking the web site and acknowledging any addendums in their response form.**

7. TENTATIVE TIMELINE

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

Distribution of Request for Proposal -----	11/04/2013
Question Submittal Deadline by 5:00 pm CST-----	11/15/2013
Addendum Issued by 5:00 pm CST -----	11/18/2013
Proposal Due by or before 1:45 pm CST -----	12/02/2013
Proposal Evaluations -----	12/03/2013 to 12/06/2013
Bid Board Recommendation-----	12/12/13
Board of County Commission Award -----	12/18/13

8. PROPOSAL CONTENT AND FORMAT

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:

1. Proposal Response Form - 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 John Sullivan at (316) 660-7635 or j1sulliv@sedgwick.gov).

2. Cost Information - (Unallowable costs include construction and fund raising).

- a. 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:
- b. State the proposed program's name.

3. Narrative

The following information 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.

a. Statement of problem and community need:

- i) Provide a description of the program and program services. Describe the specific community problems and needs this program/service is designed to address. Specifically identify whether family-centered early intervention services or therapeutic services or both are being proposed.

b. Indicate how/if the proposed program for Family-Centered Early Intervention Services:

- i) Is listed in the Institute of Education Services “What Works” Clearinghouse;
- ii) Is an Ecological Approach to Family Intervention and Treatment (EcoFIT);
- iii) Engages with and includes families in service to improve long-term outcomes;
- iv) Accommodates families having children with intellectual disabilities;
- v) Accommodates non-English speaking individuals;

c. Indicate how/if the proposed program for Therapeutic Services for Individuals with Co-Occurring Intellectual Disabilities and Mental Health Problems:

- i) Provides therapeutic services to youth and adults with co-occurring intellectual disability and mental health disorders;
- ii) Is licensed or staffed by licensed individuals qualified to provide services in the program model;
- iii) Is a NADD Competency-Based Clinical Certification Program;
- iv) Accommodates non-English speaking individuals;
- v) Expands the community’s capacity to deliver therapeutic services to youth and adults with co-occurring intellectual disability and mental health disorders; Proposes to educate the community on co-occurring intellectual disabilities and mental health disorders.
- vi) 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.
- vii) Provide information about the targeted population and number to be served. Include any information relevant to participant recruitment, services location and environment, etc.
- viii) Provide a brief statement about the proposer's background, experience, and understanding of services required.

4. Management Plan:

- a) Describe the management plan for implementation of the proposed program/service.
- b) State whether the proposed program is an expansion or continuation of an existing program or a new program; clearly identify how the County funds would improve the program if it is an expansion or continuation 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, including any fee-for-service earned income. Explain how the revenue will be tracked, reported and restricted within the proposed program.
- e) Proposals must speak to the agency's ability to meet the following desired criteria.

- i) Provide demonstration of knowledge and experience in providing a family-centered early intervention program that addresses the needs of Sedgwick County families with children having intellectual and/or developmental disabilities, or therapeutic services to individuals with intellectual disabilities and co-occurring mental health problems.
- ii) 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.
- iii) Demonstrate past or present collaborative efforts.
- iv) Demonstrate knowledge and experience sufficient to deliver the program services.

5. Outcomes:

Describe program/service. Define measurable outcomes of the proposed program/service and describe how the outcomes will be measured.

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 should follow the general format illustrated below:

Examples:

Goal: Improvements in maternal depression occurring homes with youth with ID/DD.

Outcome: 60% of mothers involved in the program will report reduced levels of depression or symptoms of depression, as measured by an annual survey.

Goal: Decrease in interfering behaviors.

Outcome: Families of children with ID/DD will report a 25% reduction in interfering behaviors following therapeutic intervention, as measured by an annual survey.

6. Miscellaneous Agency Information

Provide the following information about the proposer:

- a. Date established.
- b. Discuss your current financial situation and provide a current financial statement and audit report.
- c. Provide information about any current relevant litigation in which you are a defendant.

7. Appendices:

- a. 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 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..)
- b. Appendix B: Job descriptions and resumes of key staff
- c. Appendix C: Three letters of support (should not be older than three months)
- d. Appendix D: Audit
- e. Appendix E: Copy of state certificate of tax clearance (may be obtained online at <http://www.ksrevenue.org/taxclearance.html>), copies of any licenses, permits, if applicable, and proof of registration with Secretary of State
- f. Appendix: Check-Off Sheet

Carefully review the complete Request for Proposal packet, particularly the mandatory requirements. If you have any questions about formatting call John Sullivan at 660-7635.

Start work on your proposal early. Questions must be submitted in writing no later than November 15, 2013, and late proposals will not be accepted.

Fill out the Proposal Response Form completely, following all instructions. The narrative (which includes the program(s) proposed, 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.

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.

Be sure to include all appendices as required (budget, job descriptions, letters of support, audit, and check-off sheet).

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.

The attached check-off sheet must be included with the response as Appendix F.

Address all the requirements 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.

Please number the pages in the proposal. The Proposal Response Form, as provided below, should be the top/first page of the proposal.

Proposals should be submitted on single-sided paper. Do not include notebooks, folders or spiral-bound pages, this requirement includes audits.

An electronic copy of the Proposal Response Form and Check-Off Sheet are available upon request to John Sullivan at jsullivan@sedgwick.gov.

9. CONTRACT TERMS

A formal contractual agreement will be finalized prior to commencement of services. A contractual period will commence approximately January 1, 2014, 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 three (3) 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.

10. INDEMNIFICATION

The successful vendor agrees to indemnify and hold harmless the County, its officers, employees, and agents, from and against all claims, damages, losses, and expenses arising out of the submission of your proposal and any possible subsequent limitation on the amount or type of damages, compensation or benefits payable for or by the vendor or any agent of the vendor under the Workers' Compensation Act, disability benefit acts or other employee benefits acts.

11. INSURANCE COVERAGE

The Provider shall provide 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 Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The successful vendor shall furnish the county with certificates of insurance effecting coverage required by this clause. 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
Professional Liability	\$500,000.00

12. TERMINATION

The County reserves the right to cancel the contract and discontinue service with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this agreement as a result of a breach by contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm to provide services.

13. GENERAL CONTRACT PROVISIONS

The following appendix is language the County requires for all contracts that are entered into.

1. AUTHORITY TO CONTRACT

a. **Affirmation of Legal Authority.** Vendor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Vendor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Vendor to act in connection with the application and to provide such additional information as may be required.

b. **Required Documentation.** 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.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

It is agreed that the legal relationship between Vendor and County is of a contractual nature. Both parties assert and believe that Vendor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Vendor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, neither Vendor nor employees of Vendor will be within the protection or coverage of County's worker's compensation insurance, nor shall Vendor or employees of Vendor be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Vendor.

3. PERSONNEL

a. **Qualified Personnel.** Vendor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the United States, the State of Kansas, and the provisions of this contract.

b. **Minimum Wages.** Vendor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

c. **Employee Conflict of Interest.** Vendor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. PROHIBITION OF CONFLICTS OF INTEREST

a. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

b. **Interest of Vendor.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, would conflict in any manner or degree with the performance of services required to be performed under this contract.

c. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Vendor at time of agreement, 2) an employee of Vendor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Vendor during pendency of agreement, shall require written notice to the County at the addresses listed in the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Vendor or Vendor's competitors.

d. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Vendor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that Vendors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING

a. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is 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), and other laws of the State of Kansas. This Agreement 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 this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

b. **Non-Supplanting Existing Funds.** Vendor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources

6. RECORDS, REPORTS AND INSPECTION

a. **Documentation of Costs.** All costs incurred by Vendor for which Vendor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

b. **Maintenance of Records.** Except as otherwise authorized by County, Vendor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

c. **Reports.** During the term of this contract, Vendor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Vendor will be withheld by County if Vendor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

d. **Audit.** Vendor shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.

e. **Availability of Records.** Vendor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

f. **Vendors Purchasing Procedure.** Vendor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Vendor agrees to make available a written description of its purchasing procedures if requested by County.

g. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. METHOD OF BILLING AND PAYMENT

a. **Billing Procedures.** Vendor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

b. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in this Appendix.

c. **Reimbursement Restrictions.** Payments shall be made to Vendor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Vendor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

d. **Pre-disbursement Requirements.** Vendor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Vendor.

e. **Mailing Address.** Payments shall be mailed to Vendor's address as set forth herein.

8. LICENSES AND PERMITS

Vendor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Vendor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, at its discretion.

9. EPA APPROVED BUILDING

Vendor will insure that the facilities under its ownership, lease or supervision that shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

10. HANDICAPPED ACCESSIBILITY

Vendor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Vendor shall also comply with applicable requirements of the Americans with Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

11. ASSIGNMENT

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

12. MODIFICATION

This agreement may not be modified except in writing signed by the parties hereto. To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

13. SUBCONTRACTING

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

14. COMPLIANCE WITH APPLICABLE LAWS

a. **Service Standards and Procedures.** Vendor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified herein which cover the specific purpose, goals and objectives of this agreement.

b. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas, without reference to its conflicts of law principles.

c. **Compliance With Law.** Vendor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

d. **Access to Meetings.** Vendor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

15. DISCRIMINATION PROHIBITED

a. Pursuant to the provisions of K.S.A. 44-1030, which states that every contract for or on behalf of County or any agency of or authority created by County, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain the following provisions. Therefore, Vendor agrees to the following:

- (1) Vendor shall observe the provisions of the Kansas Act Against Discrimination, and the Kansas Age Discrimination in Employment Act, and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- (2) In all solicitations or advertisements for employees, Vendor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- (3) If Vendor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- (4) If Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- (5) Vendor shall include the provisions of paragraphs (1) through (4) inclusively of this subsection in every subcontract or purchase order made pursuant to this Agreement, so that such provisions will be binding upon such subcontractor or vendor

- (6) The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

b. Vendor shall comport its performance under this contract with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, and 45 C.F.R. Part 80);
- (2) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.*, and 29 C.F.R. Parts 1602, 1604, 1605, & 1606);
- (3) The Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.*, and 29 C.F.R. Part 1625);
- (4) The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*, and 45 C.F.R. Parts 90 & 91);
- (5) The Americans with Disabilities Act (AADA@) (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 & 36, and 29 C.F.R. 1602, 1627, & 1630);
- (6) The Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.*, and 45 C.F.R. Parts 84 & 85);
- (7) The Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*, and K.A.R. Articles 21-30 through 21-34, 21-50, & 21-70); and
- (8) The Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.*), including the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*, and K.A.R. Article 21-80).

c. Vendor shall be deemed in default of this contract and it may be immediately canceled, terminated, or suspended, in whole or in part, by County if Vendor violates the applicable provisions of any of the Federal or State anti-discrimination acts identified in this section.

16. TERMINATION OF CONTRACT

a. **Termination for Breach or Default.** Either Party may immediately terminate this Agreement, by giving written notice of termination to the other, upon the occurrence of any of the following events:

- (1) A Party breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) calendar days (or such other time period, not less than thirty (30) calendar days, as may be reasonably agreed by the Parties under the circumstances) after the non-breaching Party gives written notice describing the breach in reasonable detail.
- (2) A Party dissolves or liquidates or otherwise discontinues substantially all of its business operations.

- (3) County fails to pay to Vendor, within thirty (30) calendar days after Vendor makes written demand therefore through the invoice process, any past-due amount payable under this Agreement that is not the subject of a good faith dispute.
- (4) In the event of termination, such information prepared by Vendor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- (5) Notwithstanding the above, Vendor shall not be relieved of liability to County by virtue of any breach of this contract by Vendor and County may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due County from Vendor are determined.

b. **Termination for Convenience.** Notwithstanding any other provision of this Agreement, County may terminate this Agreement for any reason if it determines in its sole discretion that such termination is in its best interest. In such event, County shall provide written notice to Vendor and termination shall be effective no earlier than thirty (30) days from the date and time specified therein. This Agreement shall terminate as of that date. In the event of such termination for convenience, Vendor shall be paid for all Services provided and applicable expenses incurred through the date of such termination which are not the subject of a good faith dispute.

14. 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. Prior to a vendor being 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. Destination, Freight Prepaid and Allowed, which 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.

**Proposal Response Form
Early Intervention and Therapeutic Services
for Sedgwick County CDDO
#13-0104**

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 ensure completeness of your proposal. Check-off sheet **MUST** be included with your proposal.

	Yes	No	If no, explain	Proposal Page #
Proposal Content (see RFP pp. 4-7)				
Proposal response form				
Cost Information				
Management Plan				
Outcomes				
Misc. agency information				
Appendices (see RFP p. 6)				
Budget				
Job descriptions				
Letters of support				
Audit				
Tax clearance certificate & licenses				
Check-off sheet				
Proposal Terms (see RFP pp. 7-18)				
Indemnification				
Insurance Coverage				
General Contract Provisions				
Proposal Terms & Conditions				
Narrative (see RFP p. 5)				
Program Description				
Knowledge & Experience				
Cultural Proficiency				
Collaborative Efforts				