



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT**

525 N. Main, Suite 823 ~ Wichita, KS 67203

Phone: 316 660-7255 Fax: 316 383-7055

www.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR PROPOSAL

#15-0017

**SEDGWICK COUNTY DEVELOPMENTAL DISABILITY ORGANIZATION (SCDDO)
FOR COMMUNITY SERVICE CAPACITY DEVELOPMENT**

January 29, 2015

Sedgwick County, Kansas (hereinafter referred to as "County"), desires to select one or more agencies affiliated with the SCDDO that are interested in expanding residential and/or day service capacity for individuals with intellectual and/or developmental disabilities in Sedgwick County. This Request for Proposal provides specific technical information to aid participating organizations in formulating a thorough response.

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should firms elect to participate, one (1) complete original and one (1) complete copy in electronic format (CD or USB drive) shall be submitted with any supporting data in a sealed envelope/package, marked on the lower left-hand corner with the firm name and address, proposal number, proposal due date, and returned to:

Gunda Angelica
Sedgwick County Purchasing Department
525 N. Main St., Suite 823
Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 p.m. CST, February 24, 2015**. 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., CST on the due date. No information other than the respondent's name will be disclosed at bid opening.

Gunda Angelica
Purchasing Agent

1. ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the County is seeking a solution, as described on the cover page and in the following background information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 65, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a pre-proposal conference before proposals are accepted, or meetings with vendors after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

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 503,000 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, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Sedgwick County Developmental Disability Organization (SCDDO) is allocating \$250,000 to support increased capacity for residential and day support services for individuals with intellectual and/or developmental disabilities (I/DD) that have Medicaid and are receiving Home and Community Based Services (HCBS) in Sedgwick County. The SCDDO provides a single point of access for Sedgwick County residents seeking services for individuals with I/DD. Additionally, the SCDDO ensures consumers are advised of their service choices, provides quality assurance activities and monitors system capacity to develop resources where gaps are identified. Approximately 2,500 individuals with I/DD are served through the SCDDO system. Due to the closure of a few residential and day service providers and the State of Kansas' initiative to serve individuals on the underserved waiting list, SCDDO has identified a need to increase the service capacity for these services in the community.

Analysis of the service capacity indicates residential services in Sedgwick County operate at a high occupancy rate, approximately 94%. Occupancy rates vary by residence type and provider, which can result in individuals selecting what's available rather than their preferred residence type, e.g., moving into a group home instead of an agency owned apartment. Within this document, residential supports refers to services as defined in the Kansas Medical Assistance Program Provider Manual for HCBS Mental Retardation or Other Developmental Disabilities (copy available at: <https://www.kmap-state-ks.us/public/providermanuals.asp>).

Over half of the providers of day supports in Sedgwick County reported they were at or near full capacity. Programs serving more specialized populations (medically fragile or behavior concerns) are in particularly short supply. Within this document, day supports refers to services as defined in the Kansas Medical Assistance Program Provider Manual for HCBS Mental Retardation or Other Developmental Disabilities (copy available at: <https://www.kmap-state-ks.us/public/providermanuals.asp>).

This grant program will provide matching funds for projects designed to increase the immediate and future availability of residential and/or day support services. Providers who intend to request funding are required to demonstrate their own investment of funds in the proposed project with SCDDO funding up to 40% of the proposed capacity development project. Projects may include requests for new accessible home construction, acquisition of existing housing inventory on the market, modifications to properties to ensure handicap accessibility, first/last month lease or rent payments plus deposits, fire sprinkler systems (new and retro-fit), necessary basic furnishings for shared living space, and appliances such as washer/dryer, stove, refrigerator/freezer. Other eligible expenses might include architectural fees or program materials. Applicants are limited to agencies licensed to provide residential or day supports **and** currently affiliated with SCDDO. Project proposals must be sufficiently detailed to clearly identify what the matching funds are being used for and also distinguish what SCDDO funds cover.

Preference will be given to projects providing the greatest increase in capacity (i.e. number of individuals served) for the amount of funding requested within the shortest time frame. Consideration will be provided to allow for handicap accessibility, range of residential and day program options and any special considerations related to serving a specific population (i.e. lower group size may be required to effectively serve individuals with severe interfering behaviors).

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:

- 3.1 Meeting all Request for Proposal conditions, requirements and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.
- 3.2 Providing current letters of support verifying exemplary performance for similar services or for the agency in general (attached as Appendix C).
- 3.3 Providing comprehensive and understandable budget information for funds required for successful completion of the proposed project(s) to include a budget narrative section defining contents in each expenditure classification (example provided). The budget should include all program funding sources, including any revenue from other sources. The budget should be attached as Appendix A.
- 3.4 Projects with the most advantageous cost/benefit ratio to the County.
- 3.5 The selection process will include consideration for handicap accessibility to ensure all individuals requiring residential supports can access the supports without regard to their disability.

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

4. MANDATORY REQUIREMENTS

The County requires the most thorough and professional services available. The following requirements are listed to assist proposers in understanding the objectives and in submitting a thorough response. All proposals must speak to their ability to meet the following requirements. If it is your belief a mandatory requirement does not apply to your agency, this must be noted on the attached check-off sheet. Any proposals that do not satisfactorily meet the mandatory requirements will not be considered for funding. The successful proposer shall:

- 4.1 Applicants are limited to agencies licensed in the State of Kansas to provide I/DD Residential and/or Day Supports and affiliated with the SCDDO.
- 4.2 Applicants must fund at least 60% of the proposed project.
- 4.3 Agree to abide by the terms and conditions of any Federal/State/County contract provisions and guidelines.
- 4.4 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.
- 4.5 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.
- 4.6 Assure the County that grant funds will not be used to supplant existing resources. Funding is intended to encourage additional investment in services, not to duplicate or replace funding already allocated for that purpose.
- 4.7 Ensure that regular status reports are provided documenting progress on meeting project time frames.
- 4.8 Appropriately fill out the Proposal Response Form, following the directions and ensuring the **narrative (which includes sections on current service demand, project description and management plan) is no longer than five pages with at least one inch margins and font no smaller than 12 pt.**

5. SPECIFIC PROGRAM COMPONENTS

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

- 5.1 Provide demonstration of knowledge and experience in providing residential and/or day supports to meet the needs of individuals with I/DD in Sedgwick County.
- 5.2 Provide culturally proficient and handicap accessible services, which may include: multilingual staff, culturally sensitive services, adaptive equipment and staff with the ability and skills necessary to accommodate individuals with a variety of disabilities.

6. PROPOSAL CONTENT

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

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

- A. **PROPOSAL RESPONSE FORM** should be the first page of the proposal so the firm name and contact information are clearly visible (page 12 of this RFP document). An electronic copy can be provided upon request to Jeannette Livingston at jeannette.livingston@sedgwick.gov).

Cost Information - (disallowed costs include fundraising and depreciation).

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

B. NARRATIVE

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

B.1. Current Service Demand:

- a) Describe your agency's current capacity for the service identified for expansion through this proposal (day or residential). Include the following:
 - o Number of individuals currently served and if a specialized population is served (i.e. medically fragile or severe behaviors, etc.);
 - o Whether services are currently at or near full capacity;
 - o What factors are limiting your agency's ability to expand services; and,
 - o The average length of time between your agency being selected to provide services and actual service delivery.

B.2. Project Description:

- a) Describe your proposal for increasing residential or day support capacity for individuals with intellectual and/or developmental disabilities in Sedgwick County.
- b) Indicate if the proposed project is:
 - o An expansion of an existing facility; clearly identify how the SCDDO funds would improve the proposed project if funds are being requested for an expansion;
 - o New construction;
 - o Leased or owned by the agency proposing the project;
 - o Handicap accessible or compliant with Americans with Disabilities Act and to what degree;
 - o Designed to serve a specific target population such as individuals who are medically fragile or experience significant interfering behaviors.
- c) Provide information about the number to be served. Include any information relevant to participant supports and transportation services.
- d) Provide a brief statement about the proposer's background, experience, and understanding of services required.

B.3. Management Plan:

- a) Describe the management plan for implementation of the proposed capacity expansion project.
- b) Discuss any permits that might be required and how the project will comply with all appropriate fire and building codes.
- c) Discuss the project budget, including basis for estimating costs and controls in place to limit cost overruns.
- d) Please include a project timeline, including estimated completion date and scope of work
- e) Discuss the other revenue sources that will fund 60% of the project (applicant's match requirement). What is the source of these funds and how will the funds be secured.

C. MISCELLANEOUS AGENCY INFORMATION:

Provide the following information about the proposer:

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

D. APPENDICES

1. Appendix A: Budget with Budget Narrative (example provided).
2. Appendix B: Letters of support (should not be older than three months)
3. Appendix C: Audit
4. Appendix D: Check-Off Sheet

7. CONTRACT INFORMATION

A formal contractual agreement will be finalized prior to commencement of services. A contractual period will commence approximately March 15, 2015, preceded by the County Commission's approval of the recommended proposal(s), for an approximate 9-month period. Payment schedules will be outlined in the contract document. 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 time frame. All contracts are contingent on final approval of budgeted funds by the Sedgwick County Commission annually.

8. TENTATIVE TIMELINE

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7262 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	January 29, 2015
Clarification, Information and Questions submitted in writing by 5:00 p.m. CST	February 4, 2015
Addendum Issued	February 6, 2015
Sealed proposals due before 1:45pm CST	February 24, 2015
Evaluation Period	February 24 - March 3, 2015
Board of Bids and Contracts Recommendation	March 5, 2015
Board of County Commission Award	March 11, 2015

9. QUESTIONS and CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Gunda Angelica at Gunda.Angelica@sedgwick.gov and Jeannette Livingston at Jeannette.Livingston@sedgwick.gov. Questions must be submitted in writing by 5:00 p.m. CST, February 4, 2015. Answers will be provided in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/finance/purchasing.asp. **Vendors are responsible for checking the website and acknowledging any addenda in their response.**

10. INSURANCE REQUIREMENTS

Liability insurance coverage indicated below 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, workers' 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.

Commercial General Liability Insurance

The successful proposer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

Each Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$5,000,000.00

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy shall include Owner as an additional insured when required by written contract.

Commercial Automobile Liability Insurance

The successful proposer shall, during the performance of the contract keep in force at least the following minimum limits of commercial automobile liability insurance:

Each Accident Combined Single Limit:	\$1,000,000.00
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Coverage shall be written on a Commercial Automobile liability form.

Umbrella/Excess Liability Insurance

The successful proposer shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of umbrella liability insurance which provides "following form coverage to the underlying coverages".

Aggregate:	\$25,000,000.00
Each Occurrence:	\$25,000,000.00

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Proposers' General Liability, Automobile Liability and Employer's Liability policies

The required limits can be provided by one (1) or more policies provided all other insurance requirements are met.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

All policies shall provide a thirty (30) day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. Proposer agrees to furnish owner with a current Certificate of Insurance with the coverage's listed above along with its proposal. The certificate shall show the purchaser as certificate holder.

11. INDEMNIFICATION

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

12. TERMINATION

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

13. 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:
- 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;
 - 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;
 - 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;
 - 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,
 - He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
27. The successful proposer agrees all project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
28. The successful proposer agrees all contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
29. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
30. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
31. No gifts or gratuities of any kind shall be offered to any County employee at any time.
32. The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.
33. Prior to the opening of proposals, proposers may correct, modify, or withdraw their proposals. A proposer who wishes to withdraw a proposal must make the request in writing to the Purchasing Director. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the proposer's proposal.

14. GENERAL CONTRACT PROVISIONS

The following appendix is language the County requires for all contracts that are entered into (if duplication exists, previous sections prevail). http://www.sedgwickcounty.org/purchasing/pdf_files/General_Contract_Provisions.pdf.

15. GENERAL INSTRUCTIONS

- 15.1 Carefully review the complete Request for Proposal packet, particularly the mandatory requirements. If you have any questions about formatting call Jeannette Livingston at 660-7635.
- 15.2 Start work on your proposal early. Questions must be submitted in writing no later than 5:00 p.m. February 4, 2015 and late questions will not be accepted.
- 15.3 Fill out the Proposal Response Form completely, following all instructions. The narrative 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.
- 15.4 Be sure to include all appendices as required (budget, letters of support, audit, and check-off sheet).
- 15.5 The proposed budget should be for a one (1) year time frame and illustrate all the funding sources for the proposed grant program but clearly differentiate what the Sedgwick County grant will fund.
- 15.6 The attached check-off sheet must be included with the response as Appendix D.
- 15.7 Address all the mandatory requirements and specific program components in the narrative and then again on the check-off sheet (either yes or 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.
- 15.8 Please number the pages in the proposal. The Proposal Response Form, as provided below, should be the top/first page of the proposal.
- 15.9 Proposals should be submitted on single-sided paper. Do not include notebooks, folders or spiral-bound pages, this requirement includes audits.
- 15.10 One (1) complete original and one (1) complete copy in electronic format (CD or USB drive) of the proposal must be submitted to Gunda Angelica, Purchasing Agent, at 525 N. Main, Suite 823, Wichita, KS 67203 **on or before 1:45 p.m. CST, Tuesday February 24, 2015.** Any proposals received after 1:45 p.m. CST will not be considered for funding.
- 15.11 Envelopes containing proposals must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, proposal opening date, and proposal opening time.
- 15.12 An electronic copy of the Proposal Response Form and Check-Off Sheet are available upon request to Jeannette Livingston at Jeannette.Livingston@sedgwick.gov.

PROPOSAL RESPONSE FORM
#15-0005
SEDGWICK COUNTY DEVELOPMENTAL DISABILITY ORGANIZATION (SCDDO)
FOR COMMUNITY SERVICE CAPACITY DEVELOPMENT

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 WEBSITE 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 addenda are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addenda related to this document by going to www.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 _____

COST INFORMATION: Total Amount Requested: _____

Program Name: _____

APPENDIX A - BUDGET

SAMPLE PROGRAM BUDGET

AGENCY NAME

PROGRAM NAME

Adjust to reflect agency/project specific budget categories

BUDGET CATEGORIES	COSTS ALLOCATED TO SEDGWICK COUNTY	COSTS ALLOCATED TO OTHER SOURCES	GRAND TOTAL
PERSONNEL COSTS			
Project Coordinator Salary		\$ 39,500.00	\$ 39,500.00
FICA		\$ 3,021.75	\$ 3,021.75
Worker's Compensation		\$ 2,500.00	\$ 2,500.00
Health Insurance		\$ 13,825.00	\$ 13,825.00
CONTRACTUAL SERVICES			
Contractors	\$ 15,000.00	\$ 10,000.00	\$ 25,000.00
Equipment Rental	\$ 10,000.00	\$ 2,000.00	\$ 12,000.00
Equipment Maintenance	\$ 2,500.00		\$ 2,500.00
Other Contractual		\$ 10,000.00	\$ 10,000.00
COMMODITIES			
Construction Materials	\$ 40,000.00	\$ 35,000.00	\$ 75,000.00
Equipment Parts	\$ 5,000.00		\$ 5,000.00
Furniture	\$ 5,000.00		\$ 5,000.00
TOTAL REQUEST:	\$ 77,500.00	\$ 115,846.75	\$ 193,346.75
FUNDING ALLOCATION:	40%	60%	100%

SAMPLE BUDGET NARRATIVE

PERSONNEL COSTS	
Project Coordinator Salary	1.0 FTE allocated full-time to this project funded from Agency funds
FICA	Figured at 7.65% of salary
Workers' Compensation	Standard Agency rate for workers' compensation insurance
Health Insurance	Health insurance figured at 35% of salary
CONTRACTUAL SERVICES	
Contractors	Includes: plumber at \$2,500, general contractor at \$20,000 and electrician at \$2,500
Equipment Rental	General construction equipment rental estimated at \$12,000
Equipment Maintenance	Repair and maintenance of equipment \$2,500
Other Contractual	Architectural design \$7,500, interior design services \$2,000 and fire inspection \$500
COMMODITIES	
Construction Materials	Includes sheet rock, lumber and general construction materials necessary to complete the project
Equipment Parts	Sprinkler system
Furniture	Furniture for common areas of group home

APPENDIX D

CHECK-OFF SHEET

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

	Yes	No	If no, explain	Proposal Page #
Proposal Content (see RFP p. 4-6)				
Proposal Response Form				
Cost Information				
Narrative: -Current Service Demand				
-Project Description				
-Management Plan				
Misc. agency information				
Appendices (see RFP p. 6)				
A. Budget				
B. Letters of support				
C. Audit				
F. Check-off sheet				
Mandatory Requirements (see RFP p. 4)				
1. Licensed & affiliated with the SCDDO for day and/or residential services				
2. Abide by terms and conditions				
3. Enter written agreement				
4. Audit				
5. Non-supplant of existing funds				
6. Submit reports				
7. Proposal Response Form compliance				
Specific Program Components (see RFP p. 4)				
1. Knowledge & experience				
2. Culturally proficient and handicap accessible services				