



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
<http://sedgwickcounty.org/finance/purchasing.asp>

REQUEST FOR PROPOSAL
CRIMINAL COMPETENCY EVALUATION SERVICES AND MENTAL HEALTH PREADMISSION
SCREENING AND RESIDENT REVIEW (PASRR)
#16-0094

November 2, 2016

PURPOSE

Sedgwick County, Kansas (hereinafter referred to as "County"), is seeking an experienced evaluator to provide criminal competency to stand trial evaluation services and mental health Preadmission Screening and Resident Review (PASRR) screens. It is anticipated that an official contract or purchase order will be issued after authorized approval of the recommended proposal. It should be noted, however, that the County cannot guarantee the purchase of services/products described herein.

SUBMITTALS

Carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) complete original and one (1) electronic copy (USB) of the Proposal Response Form with any supplementary materials to:

Attn: Britt Rosencutter
Sedgwick County Purchasing Department
525 N. Main St., Suite 823
Wichita, KS 67203

SUBMITTALS are due NO LATER THAN 1:45 p.m. CST, Tuesday, November 22, 2016. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

QUESTIONS AND CLARIFICATIONS

All requests for clarifications of the RFP process and document content should be directed to Britt Rosencutter at e-mail Britt.Rosencutter@sedgwick.gov. Questions are due **in writing** no later than 3 p.m. CST on Wednesday, November 9, 2016. Any questions of a substantive nature will be responded to in an addendum to be sent to all vendors no later than 5 p.m. CST on Monday, November 14, 2016.

Britt Rosencutter
Purchasing Agent

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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 meet 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.**

2. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 508,000 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 2,900 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.

3. Mandatory Requirements

- 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. Scope of Service

COMCARE of Sedgwick County is seeking an experienced evaluator to provide criminal competency to stand trial evaluation services and mental health Preadmission Screening and Resident Review (PASRR) screens. A competency evaluation is a documented assessment of the ability of a defendant to understand and participate in the court process. Evaluators must have experience providing competency evaluations in Kansas.

Preadmission Screening and Resident Review (PASRR) screening is an assessment to help ensure that individuals are not inappropriately placed in nursing homes for long term care. PASRR requires that 1) all applicants to a Medicaid-certified nursing facility be evaluated for serious mental illness (SMI); 2) be offered the most appropriate setting for their needs (in the community, a nursing facility, or acute care settings); and 3) receive the services they need in those settings.

Contractor shall conduct competency evaluations of defendants while in jail or on pretrial release as referred by COMCARE. The assessments must meet the criteria as specified in Kansas Statute Annotated (2012 Supp.) 22-3302. County agrees to provide Contractor with an identification badge, County e-mail account, access to COMCARE's electronic medical record as need to complete the evaluation and access to past competency evaluations. Contractor agrees:

- a. To notify County of dates during which the contractor will be and will not be available to receive notification of or complete evaluations;
- b. To submit written and signed reports to COMCARE Crisis Intervention Services meeting all applicable requirements within 7 calendar days of notification;

- c. For competency evaluations in which the defendant requires additional time to stabilize on medications prior to completion of the evaluation, Contractor will notify COMCARE Crisis Intervention Services in writing of the circumstances within 7 days of notification of the request for evaluation; and,
- d. To submit reports by the deadline established by the court.

Complete any required trainings to be eligible to provide evaluations, screens and assessments. Possess one of the following licenses from the Kansas Behavioral Sciences Regulatory Board: Licensed Clinical Specialist Social Worker (LCSW,) Licensed Clinical Psychotherapist (LCP,) or Licensed Psychologist (LP). Document assessments using approved forms.

Additionally for PASRR screens:

Provide documented and signed reports to COMCARE meeting all applicable requirements within 48 hours of notification.

5. Contract Period, Termination and Payment Terms

A formal contractual agreement will be finalized prior to commencement of services. A contractual period will commence approximately January 1, 2017, preceded by the County Commission's approval of the recommended proposal(s), for an approximate 24-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.). All contracts are contingent on final approval of budgeted funds by the Sedgwick County Commission annually.

http://www.sedgwickcounty.org/purchasing/payment_and_invoice_provisions.pdf

Either party may cancel its obligations herein upon ninety-day (90) 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 sixty (60) days prior written notice to the other. In the event of termination due to lack of funding, the County reserves the right to re-establish any program at a later date over the next 3 years.

6. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact Britt Rosencutter at Britt.Rosencutter@sedgwick.gov, to confirm any and all dates.

Distribution of Request for Proposal to interested parties	November 2, 2016
Clarification, Information and Questions submitted in writing by 3:00 p.m. CST	November 9, 2016
Addendum Issued by 5:00 p.m. CST	November 14, 2016
Sealed Proposal due before 1:45 p.m. CST	November 22, 2016
Evaluation Period	November 23 – December 2, 2016
Board of Bid and Contracts	December 8, 2016
Board of County Commission Approval	December 14, 2016

7. Insurance

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 (**must be acknowledged on the bid/proposal response form**).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

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.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

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 Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability-Owned, Non-owned and Hired

Each Occurrence Bodily Injury and Property damage \$500,000.00

General Aggregate \$500,000.00

Professional Liability

If required

Special Risks or Circumstances:

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. Indemnification

To the fullest extent of the law, the proposer, its subcontractors, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, 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 proposer during the proposer's performance of the agreement or any other agreements of the provider entered into by reason thereof. The proposer shall indemnify and defend Sedgwick County, 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 proposer agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

9. Confidential Matters and Data Ownership

The successful proposer, its agents and employees, agree that all data, records and information to which it obtains access remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful 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.**

10. Proposal Conditions

All times indicated in this solicitation document are central standard/central daylight as applicable.

In submitting a response to this Request for Proposal, vendors hereby understand the following as applicable:
http://www.sedgwickcounty.org/purchasing/pdf_files/Proposal%20Terms%20%20Conditions.pdf

11. General Contract Provisions

In submitting a response to this Request for Proposal, vendors hereby understand the following as applicable:
http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

PROPOSAL RESPONSE FORM

#16-0094

**CRIMINAL COMPETENCY EVALUATION SERVICES AND MENTAL HEALTH PREADMISSION
SCREENING AND RESIDENT REVIEW (PASRR)**

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 proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this bid 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** _____

STATE OF INCORPORATION or ORGANIZATION _____

COMPANY WEBSITE ADDRESS _____ **EMAIL** _____

NUMBER OF LOCATIONS _____ **NUMBER OF PERSONS EMPLOYED** _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

LLC _____ LLP _____ Not For Profit Corporation _____ Partnership _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ **Minority-Owned Business:** _____ **Certification #** _____

African American _____ Asian Pacific _____ Subcontinent Asian _____ Hispanic _____ Native American _____ Other _____

Not a Woman-Owned Business: _____ **Woman-Owned Business:** _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____ Yes _____ No

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 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 _____