



**SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE DEPARTMENT
*Purchasing Department***

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

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

[https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/)

**REQUEST FOR PROPOSAL
RFP #21-0080
ALTERNATIVE DISPUTE RESOLUTION – DOMESTIC CONCILIATION SERVICES**

January 21, 2022

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Alternative Dispute Resolution – Domestic Conciliation Services for the 18th Judicial District Court. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CST, February 15, 2022.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder’s response

Sincerely,

Joseph Thomas

**Joe Thomas, CPSM, CPSD, C.P.M.
Director of Purchasing**

JT/ch

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I. 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. 68, 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.

II. 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 514,000 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 2,500 persons, 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.

In the years prior to the pandemic, the Family Law Department saw an explosion of divorce cases. A full-time judge was moved from the Civil Department to the Family Law Department leaving five (5) judges to cover all Civil cases and making five (5) judges assigned to the Family Law Department.

Alternative Dispute Resolution (ADR) is a tool necessary to assist judges in making decisions about domestic cases. When parties are unable to agree on issues such as division of assets, custody, visitation, etc., the judge can order them to ADR for a neutral third party to assist in conciliation and if not successful, make the recommendation to the court. A sub section of ADR is Domestic Conciliation. Domestic Conciliation is expensive and many parties cannot afford to participate in this process.

The Supreme Court of Kansas put into effect January 1, 2020 rules governing Rules Relating to Dispute Resolution. Domestic Conciliation means a non-confidential process in which a neutral person assists the parties in reconciliation efforts by: improving communication; reconciling differences; and helping the parties develop solutions to a dispute, complaint, or conflict.

Supreme Court Rule 908:

Court-Ordered Domestic Conciliation.

1. A domestic conciliator helps the parties reach a resolution and if ordered, provide a report to the court. A domestic conciliator has no decision-making authority.
2. Before ordering domestic conciliation, a district court must determine whether domestic conciliation is appropriate.
3. When referring a dispute to domestic conciliation, a district court must appoint a person who meets the qualifications.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Alternative Dispute Resolution - Domestic Conciliation Services. The following objectives have been identified for this contract:

1. Acquire Alternative Dispute Resolution – Domestic Conciliation Services meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven “track-record” in performance, service, and customer satisfaction.
3. Acquire Alternative Dispute Resolution – Domestic Conciliation Services with the most advantageous overall cost to the county.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

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

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, February 15, 2022**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CST, on the due date. No information other than the respondent’s name will be disclosed at Bid Opening.

V. Scope of Work

If a district court determines that domestic conciliation is appropriate, the court must issue an order for domestic conciliation. The domestic conciliator must receive the written order specifying the dispute to be resolved before initiating conciliation. The order must include the provisions listed in paragraphs (1) through (5).

- (1) Not a Confidential Process. The order must include a statement explaining that domestic conciliation is not a confidential process, the parties waive confidentiality of the proceeding under K.S.A. 5-512, and the domestic conciliator has the responsibility to report to the court and to other authorities as the court order directs.
- (2) Written Report. The order must specify:
 - (A) whether the domestic conciliator must file a written report with the court; and
 - (B) any information the domestic conciliator must include in a filed report.
- (3) Communication with Each Party. The order must specify whether the domestic conciliator may communicate individually with each party.
- (4) Communication with a Nonparty. The order must specify whether the domestic conciliator may communicate with a nonparty. If communication with a nonparty is permitted, the district court should direct the parties to execute a release or written consent authorizing the communication.

(5) Fees and Other Charges. The order must address the allocation of fees between the parties, including a retainer amount or an apportionment of domestic conciliation costs between the parties. Any fee for domestic conciliation should be based on the actual time expended by the domestic conciliator relating to the dispute between the parties, unless the court directs otherwise. A fee for domestic conciliation must not include costs for professional time wholly unrelated to the purpose of appointment.

Written Agreement - A domestic conciliator must enter into a written agreement with each party. The written agreement should include the domestic conciliator's expectation and procedures; billing practices, method of payment, and the use of collections; and any other information the domestic conciliator deems necessary when providing conciliation services.

Domestic Violence Screening – a domestic conciliator must screen and continually monitor each dispute for domestic violence. A domestic conciliator should adapt the methods used during domestic conciliation to avoid coercion or an imbalance of power and control between the parties. If a domestic conciliator does not have the competency to manage dispute involving domestic violence, the domestic conciliator must not accept domestic conciliation or must terminate an existing domestic conciliation.

Withdrawal or Removal – The district court may permit the withdrawal of or removal of a domestic conciliator if the court finds:

- (1) loss of neutrality by the domestic conciliator;
- (2) nonpayment by a party;
- (3) lack of cooperation by a party;
- (4) threat to a party or the domestic conciliator; or
- (5) any other reason found by the district court.

Maximum cost of \$4,000.00 per case.

VI. [Sedgwick County's Responsibilities](#)

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

VII. [Proposal Terms](#)

A. [Questions and Contact Information](#)

Any questions regarding this document must be submitted in writing to Joe Thomas at joseph.thomas@sedgwick.gov by 5:00 pm CST, Thursday, January 27, 2022. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at <https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/> under the Documents column associated with this RFP number by 5:00 pm CST, Tuesday, February 1, 2022. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. [Minimum Firm Qualifications](#)

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

Per Supreme Court Rule 911

Domestic Conciliator - An applicant for a certificate of approval as a domestic conciliator must meet the following requirements:

- (A) be an approved in domestic mediation under subsection (c)(1)(A)(ii);
- (B) have mediated at least 10 domestic cases; and
- (C) have completed six (6) hours of approved domestic conciliation training.

Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.

C. [Evaluation Criteria](#)

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Components	Points
A. Accuracy and Completion of Proposal Submission	20
B. Experience (Low 20, Average 25, High 30)	30
C. References and Professionalism	35
D. Cost*	15
Total Points	100

*Assume the following cost proposals (**examples only**)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

- A. $\$38,000.00 \text{ divided by } \$50,000.00 = .76$ $.76 * 10$ 7.6 points
- B. $\$38,000.00 \text{ divided by } \$38,000.00 = 1.00$ $1.00 * 10$ 10 points
- C. $\$38,000.00 \text{ divided by } \$49,000.00 = .77$ $.77 * 10$ 7.7 points

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

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. 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.

D. [Request for Proposal Timeline](#)

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

Distribution of Request for Proposal to interested parties	January 21, 2022
Questions and clarifications submitted in writing by 5:00 pm CST	January 27, 2022
Addendum Issued by 5:00 pm CST	February 1, 2022
Sealed Proposal due before 1:45 pm CST	February 15, 2022
Evaluation Period	February 15 - 21, 2022
Board of Bids and Contracts Recommendation	February 24, 2022
Board of County Commission Award	March 2, 2022

E. [Contract Period and Payment Terms](#)

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period beginning January 1st, 2022 until funds are used.

County may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf

F. [Insurance Requirements](#)

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** 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.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):	
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
<input type="checkbox"/> Required / <input checked="" type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

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

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, contractor, and all Subcontractors shall be included as named insured's.
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G. 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 provider's 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.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain 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.

I. [Proposal Conditions](#)

<https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf>

General Contract Provisions

<https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf>

Mandatory Contract Provisions

<https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf>

Independent Contractor

<https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/39236/sample-contract.pdf>

Federal Certifications Addendum Sedgwick County

<https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf>

Suspension and Debarment

<https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/>

VIII. [Required Response Content](#)

All proposal submissions shall include the following:

1. Firm profile or Individual Profile: the name of the firm or individual, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
2. The firm's or individual's relevant experience, notably experience working with the courts.
3. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
4. Provide a description of the process in how the firm or individual gathers, reviews and organizes the information that would be submitted in a court report.
5. A disclosure of any personal, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff or district court.
6. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. [Response Form](#)

REQUEST FOR PROPOSAL

ALTERNATIVE DISPUTE RESOLUTION – DOMESTIC CONCILIATION SERVICES

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 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 _____

STATE OF INCORPORATION or ORGANIZATION _____

WEBSITE ADDRESS _____ EMAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

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

Partnership _____ Other (Describe): _____

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

Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)

_____ African American (05) _____ Asian Pacific (10) _____ Subcontinent Asian (15) _____ Hispanic (20)

_____ Native American (25) _____ Other (30) - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)

_____ Not Minority -Woman Owned (50) _____ African American-Woman Owned (55) _____ Asian Pacific-Woman Owned (60)

_____ Subcontinent Asian-Woman Owned (65) _____ Hispanic Woman Owned (70) _____ Native American-Woman Owned (75)

_____ Other – Woman Owned (80) – Please specify _____

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

INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFB/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 proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature _____ Title _____

Print Name _____ Dated _____