



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
Iris Baker, Purchasing Director

604 N. Main, Suite F ~ Wichita, KS 67203
Phone: 316 383-7494 Fax: 316 383-7055
www.Sedgwickcounty.org/purchasing

REQUEST FOR PROPOSAL
04-0002
Computer Project Management Services

January 27, 2004

Sedgwick County, Kansas (hereinafter referred to as “the County”) will accept proposals for Computer Project Management Services for the Human Services Division (hereinafter referred to as “COMCARE”) and for the Sedgwick County Community Developmental Disability Organization (hereinafter referred to as SC-CDDO). It is anticipated that an official contract and/or purchase order will be issued after Board of County Commission approval of the recommended proposal. It should be noted that the County cannot guarantee the purchase of the services/product described herein.

Please carefully review this Request for Proposal; it provides information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, you must submit one (1) original and two (2) hard copies of the proposal response, along with additional information requested and send in a sealed envelope/container to the Sedgwick County Purchasing Department, 604 N. Main Street, Suite F, Wichita, KS 67203, on or before 1:45 p.m., C.S.T., Tuesday, February 17, 2004. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this solicitation, 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. Because purchases or contractual agreements of this nature require the expenditure of public funds and the use of public facilities, the successful proposer shall understand that portions (potentially all) of their proposal (including any final contracts) will become public record after 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 other persons not involved with the selection process.

Iris Baker, C.P.M.
Purchasing Director

BACKGROUND AND OBJECTIVES

Sedgwick County, located in south-central Kansas, is the most populous of Kansas' 105 counties with a population estimated at more than 450,000 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, employing 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.

In accordance with the technical specifications outlined herein, it is the intent of this invitation to receive a proposal for providing professional project management services to enhance the development of the on-line medical documents system and patient billing application for COMCARE and CDDO. The desired services will include everything necessary and appropriate to complete the work as shown in the individual sections of the specifications.

COMCARE of Sedgwick County is a licensed community mental health center and alcohol and drug abuse treatment provider serving Sedgwick County, Kansas. COMCARE serves approximately 8,000 individuals annually with a variety of mental and behavioral health issues. COMCARE implemented PsychConsult in July 2002. PsychConsult is a comprehensive on-line medical documents system and patient billing application. Ongoing project management services are required to address a few outstanding issues with the implementation of PsychConsult.

SC-CDDO is the agency that ensures services and support is available for adults and children with developmental disabilities. SC-CDDO is a one-stop resource and a "point of entry" for the services available to individuals and families in need of developmental disability services. In 2003 there were approximately 1,425 clients in the developmental disability system. SC-CDDO manages a network of private service providers who assist individuals and families affected by a developmental disability to achieve their goals. This management responsibility includes determining individual eligibility for service funding, assisting in the selection of providers, approving and reviewing requests for placement of individuals in institutional settings, and establishing affiliation agreements. SC-CDDO implemented PsychConsult in July 2002. Ongoing project management services are required to respond to changing reporting and data collection needs through the creation of reports and software customizations.

OBJECTIVES

COMCARE and SC-CDDO are seeking to identify a professional computer project management provider available on an on-call basis, as work needs demand. As a direct result of implementing a contract as outlined in this document, COMCARE and the SC-CDDO desire to provide a significant improvement in daily/weekly operations by:

- ?? Automating and improving the external vendor payment system;
- ?? Improving the communication between vendors and COMCARE and the SC-CDDO on shared clients;
- ?? Improving revenues through better compliance with the myriad of managed care requirements;
- ?? Facilitating improved communications with field case management staff; and
- ?? Responding to changing reporting and data collection needs through the creation of reports and software customizations, as needed.

SELECTION CRITERIA

The selection process for funding will be based on responses to this Request for Proposal and any interviews required verifying the ability of respondents to provide services in accord with this document. A committee will evaluate each agency's response as determined by meeting the following criteria (ranked in no particular order):

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outlined herein, and the clarity, completeness and comprehensiveness of the proposal.

2. Providing references (which will be contacted) and/or past/current customers of the proposed solution/product/services verifying service levels and capability of the proposer to provide a thorough solution.
3. Meeting all Request for Proposal Mandatory Requirements and /or Specifications as outlined herein.
4. Ability to provide a program/product/solution for evaluation that successfully tests and is compatible with County applications.
5. Proposing the services described herein with the most advantageous and prudent methodology to the County and the best business practice of COMCARE and the SC-CDDO.

MANDATORY REQUIREMENTS

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. Each requirement must be addressed in the Proposal Response Form. It is expected that the successful firm will exceed these requirements. Firms must:

1. Have knowledge of PsychConsult software, its tables and the general software design as demonstrated through the assessment, planning and implementation of the Provider application version 5.0 or higher.
2. Have experience in the implementation of a clinical/billing software program.
3. Preference given for experience working with a community mental health center.
4. Provide letters of support (references) demonstrating the agency's performance in service delivery.

SPECIFICATIONS & SCOPE OF WORK

The following specifications outline the minimum requirements of the proposed services. These specifications are provided to assist proposers in understanding the objectives of the County in submitting a thorough response. Vendors may propose methodologies which meet the spirit of the listed requirements, but should note that the proposed service which meets all, or most closely meets the specifications will be recommended for award.

The successful vendor will:

Provide professional project management services for the COMCARE and the SC-CDDO billing and clinical software, PsychConsult, to include the following:

1. External vendor integration and implementation. Assist in any and all processes necessary to facilitate the use of the PsychConsult Provider application in the billing and clinical documentation of services by affiliates and business partners of COMCARE and SC-CDDO.
2. Field case management hand-held devices. Assist in any and all processes necessary to facilitate the implementation of mobile technology allowing field-based documentation of community mental health services.
3. Miscellaneous reporting and software customizations, upon request. Plan, manage and facilitate enhancements, customizations and reports as needs are identified by COMCARE and the SC-CDDO.

QUESTIONS AND CONTACT INFORMATION

Technical questions only, must be submitted in writing to:

Jeanette Livingston

Sedgwick County COMCARE

635 N. Main

Wichita, KS 67203

Phone: (316) 660-7612; FAX: (316) 383-7925

Email: jlivings@sedgwick.gov

Questions regarding the purchasing process should be submitted in writing to:

Iris Baker
Sedgwick County Purchasing
604 N. Main, Suite F
Wichita, KS 67203
Phone: (316) 383-7494; FAX: (316) 383-7055
Email: Ibaker@sedgwick.gov

All questions should be submitted in writing by 5:00 p.m. CST, February 5, 2004. Any substantive questions will be answered in written form as an addendum and will be posted on the County website at www.sedgwickcounty.org/purchasing by February 9, 2004.

TENTATIVE TIMELINE

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

Distribution of Request for Proposal -----January 27, 2004
Question Submittal Deadline-----February 5, 2004
Proposal Due Date -----February 17, 2004
Proposal Evaluations -----February 18-February 25, 2004
Board of Bids and Contracts Recommendation -----February 26, 2004
Board of County Commission Approval -----February 31, 2004

PROPOSAL CONDITIONS

Vendors will understand that pricing offered in the proposal document will be provided to other local government entities with whom Sedgwick County regularly enters into cooperative agreements. In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
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. The proposals submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
4. 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.
5. 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.
6. 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.

7. **Prices proposed 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.**
8. Proposers MUST return three (3) signed, completed copies of this document to Sedgwick County, Kansas, Purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time stamp clock in the Purchasing Department will determine the time of receipt.
9. 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.
10. Sedgwick County interprets the term "lowest responsible 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.
11. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
12. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
13. After the award, if the successful vendor/supplier refuses or fails to make deliveries of the materials 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.
14. The vendor 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.
15. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
16. If a response to this Request for Proposal is accepted, the responder 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. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the responder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.
17. 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.
18. Time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.

19. 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, that he or she has inspected the location of the project (if applicable), and 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.
20. 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.
21. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews, and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve 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.
22. 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.
23. 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.
24. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
25. Successful contractor 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.
26. 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.**
27. Neither Agreements nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party without the prior written consent of the others.
28. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer 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.
29. 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.
30. No gifts or gratuities of any kind shall be offered to any County employee at any time.
31. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
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. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)
34. The Proposer must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Iris Baker, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 383-7494.

**RESPONSE FORM
04-0002**

All organizations interested in proposing MUST provide three (3) copies of the following information requested on these pages and return with required supplementary materials. Responses are due NO LATER THAN Tuesday, February 17, 2004; 1:45 p.m., CST Attention: Iris Baker; Purchasing Department, 604 N. Main, Suite F, Wichita, Kansas 67203. This form can be made available on disk in Word format, or may be scanned, to facilitate completion.

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 making 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 understand 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.

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____

Sole Proprietorship ___ Partnership ___ Minority Business ___ Woman-Owned Business _____

Small Business _____ Manufacturer _____ Distributor ___ Retail _____ Dealer _____

We acknowledge receipt of addenda (if applicable): NO. ____, DATED ____; NO. ____, DATED ____.

COST INFORMATION -

Per hour rate for contract services: _____

The following information (items 1-4) must be presented and shall be no longer than three pages (not including appendices). Only three pages of narrative will be reviewed. Please be concise and reference sources as required.

1. Provide a brief statement about the proposer's background, experience, and understanding of services required.

2. Address mandatory requirements and specifications as provided on page 3 of this proposal. The information provided should demonstrate ability of the proposer to provide the services as outlined under specifications. Letters of support should be attached as Appendix B.
3. Provide information on proposer’s ability to respond rapidly to purchaser’s identified needs. Please include information on previous experience that demonstrates your ability to respond rapidly.

4. CHECK-OFF SHEET

The check-off sheet is designed to insure completeness of your proposal. Check-off sheet **MUST** be filled out and included with your proposal as Appendix E.

	Comment	Page #
Mandatory Requirements		
1. Knowledge of PsychConsult		
2. Experience in implementation of Provider application version 5.0		
3. Preference for work with community mental health center		
4. Letters of support (references)		