

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE DEPARTMENT

Purchasing Department

100 N. Broadway, Suite 610 ~ Wichita, KS 67202 Phone: 316 660-7255 Fax: 316 660-1839 https://www.sedgwickcounty.org/finance/purchasing/ requests-for-bid-and-proposal/

REQUEST FOR PROPOSAL RFP #24-0003 FIRE AND EMERGENCY COMMUNICATIONS (PSAP) POST INCIDENT ANALYSIS AND SYSTEM IMPROVEMENT SERVICES

February 6, 2024

Sedgwick County, Kansas, (hereinafter referred to as "county") and the City of Wichita (hereinafter referred to as "city") (and jointly as "agencies") are seeking a firm or firms to provide Fire and Emergency Communications (PSAP - Public Safety Answer Point) Post Incident Analysis and System Improvement Services. 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, Tuesday, March 12, 2024. Joint applications made by two or more firms interested in partnering on the project are encouraged.

All contact concerning this solicitation shall be made through the Purchasing Department. Proposers shall not contact the agencies' employees, department heads, user departments, 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 Proposer's response.

Sincerely,

Joseph Thomas

Joe Thomas Purchasing Director

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 agencies are 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 agencies. Criteria that will be used and considered in evaluation for award are set forth in this document. The agencies will thoroughly review all proposals received. The agencies will also utilize their 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 and the City of Wichita reserve the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets their 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's 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's 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.

Wichita, the largest city in Kansas, population 389,255, is the county seat of Sedgwick County; the population in the Metropolitan Statistical Area is 647,370. As of August 2020, the city's total land area was approximately 165.58 square miles. Wichita's employment includes a broad mix of business types, with a sizable base of relatively high paying manufacturing jobs. A list of Wichita's major private employers includes Spirit AeroSystems, Inc., Via Christi Health, Textron, Inc., Bombardier, Learjet, Koch Industries Inc., Wesley Medical Center, Dillon Food Stores, Cargill Meat Solutions, Johnson Controls, and Cox Communications.

This Request for Proposal seeks qualified firm or firms to provide post incident analysis and system improvement services for Emergency Communications and Fire Department operations and performance during a fatal apartment fire incident, from time of first call to 911 until the fire scene was released by investigators.

Historical:

In January of 1977 the Board of City Commissioners of the City of Wichita and the Board of County Commissioners of Sedgwick County agreed by joint resolution (5-1977) and ordinance (34-795) to consolidate their Emergency Communications and establish a Wichita-Sedgwick County Emergency Communications Department, and to establish the Wichita-Sedgwick County Emergency Communications Advisory Board for a period of ten years. Advisory Board membership was restricted to specific City of Wichita and Sedgwick County Public Safety officials. The responsibilities of the Emergency Communications Advisory Board, "shall be (responsible) for determining operational policies and procedures of the Emergency Communications Department and making recommendations on same to the City Manager for implementation." Annually, the Advisory Board, "shall develop, along with the Director of Emergency Communications, an operation budget and recommend same to the City Manager who will submit it for approval to the Board of County Commissioners and the Board of City Commissioners."

The physical location of Emergency Communications was the basement of the Sedgwick County Courthouse to serve, "all

County Emergency Communications as well as City Police and Fire." The physical relocation of Emergency Communications, "to the consolidated center will be as soon as practical and financially feasible." "The administrative responsibilities of the operation and employment of consolidated operating personnel of the Department of Emergency Communications is assigned to the City Manager of the City of Wichita." The cost was split between the City Commission and the County Commission 73% - 27% respectively.

In May of 1987 the City Council of the City of Wichita and the Board of County Commissioners agreed by joint resolution (192-1987) and ordinance (39-875) to continue consolidation of their Emergency Communications and continue the Emergency Communications Advisory Board. Advisory Board membership was restricted to specific City of Wichita and Sedgwick County Public Safety officials. The agreement continued on the same general terms as the original 1977 agreement. The Emergency Communications Advisory Board, "shall be responsible for determining operational policies and procedures of the Emergency Communications Department and making recommendations on the same to the City Manager and the Board of County Commissioners for implementation. Annually, the Advisory Board, "shall develop, along with the Director of Emergency Communications, an operation budget and recommend same to the City Manager who will submit it for approval to the Board of County Commissioners and the City Council." The term of the 1987 agreement was for one year commencing on January 1, 1987, but, "On December 31, 1987, and on each December 31 thereafter, this agreement shall automatically renew for another yearly term unless either the Board of Sedgwick County Commissioners or City Council of the City of Wichita, Kansas, shall terminate the agreement."

In December of 1993 and January of 1994, the City Council of the City of Wichita and the Board of County Commissioners agreed by joint resolution (228-1993) and ordinance (42-252), "to modify and amend their agreement regarding the joint operation of the communications facilities." The two governing bodies agreed to continue consolidation of their Emergency Communications and continue the Emergency Communications Advisory Board. This joint resolution transferred all management, personnel, equipment and facilities and budget responsibilities and authority to Sedgwick County. "The administrative responsibilities of the operation and employment of consolidated operating personnel of the Department of Emergency Communications is assigned to the **County Manager** of Sedgwick County. Advisory Board membership was still restricted to specific City of Wichita and Sedgwick County Public Safety officials, but included a new provision so that, "the County and City Managers may each name a representative to this board." Board "Responsibilities General – Budget" was also modified to state the Board, "shall be responsible for determining operational policies and procedures of the Emergency Communications Department and making recommendations on the same to the Sedgwick County Manager for implementation." And, the Board, "shall develop, along with the Director of Emergency Communications, an operation budget and recommend same to the County Manager who will submit it for approval to the Board of County Commissioners." And, "...all equipment, personal property and real property acquired or purchased for said Department on or after January 1, 1994 will become and remain the sole property of Sedgwick County," The 1994 joint resolution was effective for one year commencing January 1, 1994, but, "On December 31, 1994, and on each December 31 thereafter, this agreement shall automatically renew for another yearly term unless either the Board of Sedgwick County Commissioners or City Council of the City of Wichita, Kansas, shall terminate the agreement."

Since 1994, the consolidated Sedgwick County Emergency Communications Department became the primary Public Safety Answer Point (PSAP) for all Fire, EMS and Police departments in Sedgwick County. The Wichita-Sedgwick County Emergency Communications Advisory Board by-laws were modified to include representation from the City of Derby (designated as a city of the first-class November 2020) Fire and Police departments, and one representative each for "suburban" Law Enforcement and Fire to represent the cities of the second and third class which have Police and/or Fire departments. The Advisory Board's members are the Sedgwick County Sheriff, the Wichita Chief of Police, the Derby Chief of Police, the Sedgwick County Fire District 1 Fire Chief, the Wichita Fire Chief, the Derby Fire Chief, the Sedgwick County Emergency Medical Services Director, the Sedgwick County Emergency Management Director, the County Manager's appointee (Sedgwick County ITS Director), the City of Wichita Manager's appointee (Assistant City Manager), a representative of Suburban Police Departments, and a representative of Suburban Fire Departments.

On December 5, 2023 the Wichita-Sedgwick County Emergency Communications Advisory Board held a special meeting regarding a fatal apartment building fire that occurred in Wichita on October 13, 2023. The Advisory Board voted unanimously to recommend to the Sedgwick County Board of County Commissioners and Wichita City Council that an

independent third-party entity or consortium initiate and complete a comprehensive review and analysis of Emergency Communications and Fire Department operations, training, policy, procedures, common practices and actual performance regarding the fatal apartment complex fire incident.

The Sedgwick County Emergency Communications Department is a consolidated, primary Public Safety Answer Point (PSAP) and Radio Shop operation with a staffing table of 108 full time equivalent employees serving people in the unincorporated areas and in twenty-one cities with 31 Police, Fire, and EMS departments in Sedgwick County. Emergency Communications answers about 740,000 calls with 505,000 being emergency calls, responds to about 4,500 texts to 911, and processes almost 7.5 million radio transmissions per year. Their QI program conducted performance standard reviews of 10,509 emergency events for standards compliance in 2022. The Kansas Department of Transportation maintains workstations in the call center to monitor highway cameras, In 2023, COMCARE embedded qualified mental health providers in the call center to manage behavioral health calls and directly respond to 9-1-1 callers in crisis. By November 27, 2023, Emergency Communications had achieved 92% staffing, up from a post-pandemic low of 65% in 2021. The Emergency Communications Department has traditionally been made up of dispatchers who serve the dual roles of caller taker and dispatcher. The Director has been advocating for, and moving toward, a dedicated call taker / dedicated dispatcher model to the extent that staffing levels have allowed. In 2023, with the expansion and remodel of the Emergency Communications call center and staffing levels around 90%, the dedicated call taker model has begun to show improvements in call answer times and fewer calls answered by dispatchers. Emergency Communications is a member agency of, and meets the standards set forth by, the Kansas 911 Coordinating Council. Department leadership strives to adhere to industry standards as established by the National Emergency Numbers Association (NENA).

The Wichita Fire Department is a full time, professional fire service comprised of an Emergency Operations Division, Community Risk Reduction Division, and a Support Services Division, with a staffing table of 509.8 full time equivalent employees serving an estimated 395,000 persons in the City of Wichita from 22 firehouses. The Wichita Fire Department, in addition to fire suppression, provides other public safety services such as medical first response, hazardous materials response, technical rescue response, firefighter safety and wellness, fire prevention, code administration, fire investigation, and public education programming. Operations responds to more than 55,000 calls for service each year with nearly 70% of responses being related to low-risk medical calls.

On April 18, 2023, Sedgwick County Emergency Communications "went live" with a new computer-aided dispatching (CAD) software solution, replacing the previous Northrup Grumman CAD software which had been in service since April 22, 2008. Between April 2, 2023 and August 14, 2023, Emergency Communications operated from its back-up location in the Wichita-Sedgwick County Law Enforcement Training Center on the Wichita State University Campus while the Emergency Communications call center underwent demolition, expansion and a full remodel.

The CAD replacement process began in 2018 when Emergency Communications issued a Request for Information (RFI) seeking information on CAD, Records Management and Jail Management solutions, after soliciting input from the membership of the 911 Advisory Board. Sedgwick County Commissioners voiced funding support of \$3 million across fiscal years 2019 through 2021 to facilitate CAD acquisition and implementation, and support of an estimated \$2 million over the same time period in support of the Sheriff's effort to implement an RMS - JMS solution in concert with the CAD project. The Request for Proposals launched May 8, 2019, with representatives from Law Enforcement, EMS, Fire, Emergency Communications, and the Division of Information Technology being invited to participate in the demonstrations, product evaluations, and selection process. An RFP review committee comprised of Elora Forshee, Deidra Messenger, Ron Zane, and Nathan Johnson - Emergency Communications; David Mattingly, Keith Allen, Bonny Patrick, James Convey, Kelli Wint, Kimberly Kleinsorge, Lanon Thompson, and LaShelle O'Neal -Sheriff's Office; Lane Pearman -Wichita Fire Department (WFD); Teddy Wisely -Wichita Police Department (WPD); Kevin Lanterman - Emergency Medical Services (EMS); Zach Buckingham - Division of Information Technology (DIT); and Josh Lauber - Purchasing reviewed and scored all responses based on criteria set forth in the RFP.

Tyler Technologies, Inc. was unanimously recommended for award. The selection committee's recommendation was approved by the Board of County Commissioners on April 22, 2020.

This RFP is being released as a joint effort to achieve the project objectives of both the county and the city, referred to as the "agencies". Sedgwick County is acting as the Lead Agency for the administration of this solicitation.

III. Project Objectives

Both agencies are seeking a firm or firms to provide a comprehensive review and analysis of both Emergency Communications and Fire Department operations, training, policy, procedures, statutory and regulatory compliance, interagency communications, common practices and actual performance regarding a fatal apartment complex fire incident. The selected firm or firms should compare current practices of each department to industry standards and best practices; identify gaps in services and/or interagency communication; and provide recommendations to positively impact system outcomes.

The following objectives have been identified for this contract:

- 1. Obtain a thorough evaluation of the emergency communications and involved public safety first response agencies in comparison to accepted best practice and industry standards
- 2. Establish a clear understanding of how the emergency communications and involved public safety first response agencies affected the fatal apartment complex incident
- 3. Comprehensively compile incident information and data, obtain objective incident analysis, and draw conclusions which meet the parameters, conditions and mandatory requirements presented in the document.
- 4. Identify strategies and create a plan to improve system outcomes and help restore public trust and confidence
- 5. Establish a contract with the vendor(s) that has the best proven "track-record" in performance, service and customer satisfaction.

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 with an electronic response, enter the RFP number in the subject line and email the entire document with any supplementary materials to:

Purchasing@sedgwick.gov

Should you elect to participate with a physical response, the response must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. 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 100 N. Broadway, Suite 610 Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, March 12, 2024.** If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your proposal, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:15 pm CST on the due date. No information other than the respondent's name will be disclosed at Bid Opening. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these proposals are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:15 pm.

V. Scope of Work

Items listed in this section are minimum requirements to completion of services under this contract. Vendor(s) shall furnish labor, material, and any necessary expertise to perform the following:

Fatal apartment fire post incident analysis, to include but not be limited to:

- Review of forensic evidence, timelines, operations, staffing, training, policy, procedures, statutory and regulatory compliance, interagency communications, incident reports and materials of all responding agencies during and after a fatal apartment complex fire incident.
- Compare the actual performance of involved agencies to best practice training standards and policies. The analysis should include the identification of deficiencies and recommendations that address deficiencies.
- Provide any onsite observation(s) and/or evaluation(s) necessary to provide context for the analysis.
- Provide recommendations that improve outcomes and help restore public confidence and trust.
- Review Emergency Communications / Fire Department Standard Operating Guidelines (SOGs).
- Review Emergency Communications Call Taker, Dispatcher I and Dispatcher II training program including curriculum and delivery.
- Review Kansas 911 Coordinating Council training standards (2014), and Kansas Administrative Regulations (KAR).
- Review Emergency Communications' Tyler Technologies Computer Aided Dispatch system training for Call Takers, Dispatchers and Supervisors.
- Review all phone, radio, and CAD records related to the fatal apartment fire incident.
- Review and evaluate CAD response profiles and functionalities related to the incident.
- Review times of deployment and role of all agencies dispatched to the incident, including fire, emergency medical services, and law enforcement.
- Review of all applicable Wichita Fire Department personnel training including curriculum and delivery.
- Review of all applicable Wichita Fire Department's policies and procedures.
- Review of all applicable Wichita Police Department's SOGs, policies and procedures.
- Review of all applicable Sedgwick County Emergency Medical Services Department's SOGs, policies and procedures.

VI. Agencies' Responsibilities

- Provide information, as legally allowed, in possession of the agencies, which relates to the agencies' requirements or which is relevant to this project.
- Designate a person to act as the Contract Manager with respect to the work to be performed under this contract.
- Agencies reserve the right to receive updates at various points of the project. The vendor agrees to openly participate in said requests and provide information to the agencies regarding the progress, expected completion date, and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Joe Thomas at joseph.thomas@sedgwick.gov by 5:00 pm CST, February 20, 2024. 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, February 26, 2024. 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 a firm or 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:

- 1. Have an understanding of industry standards and best practices.
- 2. Provide proof of expertise and experience in consolidated PSAP/Emergency Communications Center operations.
- 3. Provide proof of expertise and experience in Emergency Communications technologies and standards, including but not limited to Next Generation 9-1-1, telephony, land mobile radio systems, Computer Aided Dispatch systems, and GIS data management.
- 4. Provide proof of expertise and experience in fire department operations.
- 5. Provide proof of expertise and experience in fire protection engineering, including but not limited to thermodynamic / tenability modeling.
- 6. Provide proof of expertise and experience in fire investigation.
- 7. Have experience in similar projects of comparable size and complexity to that being proposed.
- 8. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts shall be followed with respect to the contract.
- 9. Municipal and county government experience is desired, however, the agencies will make the final determination based on responses received and the evaluation process.
- 10. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 11. Provide project supervision (as required) and quality control procedures.

C. Evaluation Criteria

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

Component	Points	
a. Competence to perform the specified and mandatory services as reflected by:		
1. technical training and education		
2. proven performance in projects of similar size and scope		
3. qualifications and competence of persons who would be assigned to perform		
the services		
b. Ability to meet or exceed the scope of service and project objectives		
c. Clearly delineate a comprehensive project plan and timeline		
e. Ability to provide a comprehensive evaluation of stated requirements		
d. Professional references		
f. Proposing the services described herein with the most advantageous and prudent		
methodology and costs to the agencies		
Total Points	100	

Assume the following cost proposals (examples only)

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

Company B's 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 divided by \$50,000.00 = .76	.76*10	7.6 points
B.	\$38,000.00 divided by \$38,000.00 = 1.00	1.00*10	10 points
C.	\$38,000.00 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 review committee. The agencies are under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The agencies also reserve the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The agencies reserve the right to reject all proposals. All proposals, including supporting documentation, shall become the property of the agencies. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. The agencies reserve 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	Tuesday, February 6th, 2024
Questions and clarifications submitted via email by 5:00 pm CST	Tuesday, February 20th, 2024
Addendum Issued by 5:00 pm CST	Monday, February 26th, 2024
Proposal due before 1:45 pm CST	Tuesday, March 12th, 2024
Evaluation Period	Tuesday March 12th, 2024 -
	Tuesday, April 9th, 2024
County Board of Bids and Contracts Recommendation	Thursday, April 11th, 2024
City Council Award	Tuesday, April 16 th , 2024
Board of County Commission Award	Wednesday, April 17th, 2024

E. <u>Contract Period and Payment Terms</u>

A contractual period will begin following Wichita City Council and Board of County Commissioners (BoCC) approval of the successful firm(s) and continue until the project is completed and accepted by both agencies.

Agencies may cancel their 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/55477/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 three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with agencies 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).

<u>NOTE:</u> 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 i	ts 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	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
Required /X 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.	

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 and the City of Wichita, 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 and the City of Wichita 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 and the City of Wichita. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County and the City of Wichita. 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 the agencies' 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 and the City of Wichita.

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: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The firm's relevant experience, notably experience working with government agencies.
- 3. At minimum, three (3) professional references, besides the agencies, with e-mail addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
- 4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the agencies' governing bodies or staff.
- 5. A description of the type of assistance that will be sought from agencies' staff, including assistance required from the agencies to lessen the costs of this project.
- 6. Proof of insurance meeting minimum insurance requirements as designated herein.
- 7. Those responses that do not include all required forms/items may be deemed non-responsive.
- 8. Detailed response regarding scope of work, phases, and timelines.

IX. Response Form

REQUEST FOR PROPOSAL RFP #24-0003

FIRE AND EMERGENCY COMMUNICATIONS (PSAP) POST INCIDENT ANALYSIS AND SYSTEM IMPROVEMENT 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 agencies, 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 FAX_____HOURS PHONE 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 _____ 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: _____ (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 UEI (UNIQUE ENTITY IDENTIFIER) 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