



DIVISION OF FINANCE – PURCHASING DEPARTMENT

100 N. Broadway St, Suite 610 Wichita, KS 67202 • Phone (316) 660-7255 • Fax (316) 660-1839
PURCHASING@SEDGWICK.GOV • SEDGWICKCOUNTY.ORG

REQUEST FOR PROPOSAL RFP #24-0077 RADIO CONSULTANT

December 9, 2024

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide a qualified radio communications consultant to analyze the County’s current radio system and provide a detailed needs and inventory assessment in the form of a five (5) year master plan. The consultant’s combination of experience and expertise will provide timely, cost-effective, and quality professional service to the county. 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, January 28, 2025.

All contact concerning this solicitation shall be made through the Purchasing Department. Proposers 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 Proposer’s response.

Sincerely,

Tammy Culley
Purchasing Agent

TC/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 16th 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.

Sedgwick County Emergency Communications provides oversight to the public safety radio system with direct management provided by the Sedgwick County Radio Shop. The radio system, which went live in 2013, is a P25 800 MHz Phase 1 (software upgradeable to Phase 2) Land Mobile Radio (LMR) system. It is a 10 site simulcast system with 20 RF repeaters per site, allowing 18 talk paths and 1 data path in P25 Phase 1 and up to 36 talk paths and 1 data path in P25 Phase 2. Additionally, the system contains a nine (9) site conventional system. There are approximately 745,000 subscribers on the system, including local, state, and federal public safety agencies and non-public safety utility departments with the City of Wichita and Sedgwick County.

The current service agreement with Motorola expires in 2028 without an option to renew. Sedgwick County has the option to stay on a stand-alone system, owned and operated by Sedgwick County, or transition to the State of Kansas radio system while enhancing system coverage in Sedgwick County.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide radio consulting services. The following objectives have been identified for this contract:

1. Acquire consulting 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 consulting 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 with an electronic response, the RFP number must be entered in the subject line and email the entire document with 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:

Tammy Culley
Sedgwick County Purchasing Department
100 N. Broadway, Suite 610
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, January 28, 2025.** 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 requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

Sedgwick County is requesting a radio consultant to analyze the county's current radio communications system to provide an inventory, gap, and needs assessment, evaluate the current method of operation, management, and security of the system. This evaluation should include recommendations for maintaining the current system, suggestions to improve coverage, ease of user operation, interoperability, and reliability. Recommendations should include a five (5) year plan, inclusive of recommendations for how the system should manage the end of their current support agreement in 2028.

The expectation is that the consultant will have an extensive radio systems background and be able to audit the current system, analyze the functionality and operations and develop a comprehensive strategic plan to address the support agreement expiring in 2028, as well as provide recommendations for improved communications and operations as well as provide a project scope including anticipated costs

Inventory and capabilities of the existing systems including at a minimum:

- Existing communications towers and related hardware and software
- Coverage analysis
- P25 Compliance
- Software

Proposal response needs to include options for:

- Maintaining a stand-alone system owned/operated by Sedgwick County or joining the state-system, either with the state core or a Sedgwick County core
- System redundancy and reliability
- System security (communication confidentiality, cybersecurity measures, and physical site security)
- Paging functionality
- Remote access, transmission and monitoring capabilities
- Suggestions to address any identified coverage challenges

In addition, responses need to include the following:

- **Professional Qualifications**
 - State the full name and address of your Firm and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Kansas.
 - Identify any individuals who will do work on this project by name and title and include resumes and qualifications for all project personnel.
 - State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work
- **Past Involvement with Similar Projects**
 - The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the firm and the individuals involved in the project. A complete list of client references must be provided for similar projects recently completed. It shall include the firm/agency name, address, telephone number, project title, and contact person.
- **Proposed Work Plan**
 - Provide a detailed and comprehensive description of how the Firm intends to provide the services requested in this RFP. This discussion shall include, but not be limited to: how the project will be managed and scheduled, how and when data will be delivered to the county, communication and coordination, the working relationship between the Firm and county staff, and the Firm's general philosophy in regards to providing the requested services. Consultants shall be evaluated on the clarity, thoroughness, and content of their responses including the total cost for this service.
- **Legal Status of Consultant**
 - Must include all litigation or other legal action taken against Firm or that Firm was involved in within the last five (5) years, to include disposition of each case.
- **References**
 - Must provide a minimum of five (5) references including primary contact name, address, phone number, email, and project information.

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.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on 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 Tammy Culley at Tamara.Culley@sedgwick.gov by 5:00 pm CST, December 30, 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, January 10, 2025. 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:

1. Provide documentation showing independence of any manufacturer, software provider, or vendor.
2. Provide examples of experience and knowledge of all aspects of public safety operations as they relate to communications and interoperability needs.
3. Demonstrate mission critical communications system design experience in the public safety arena
4. Demonstrate knowledge and experience with all contemporary and emerging wireless mission critical communications technologies utilized in the public safety arena including:
 - a. Mission critical radio systems-infrastructure, subscriber hardware, RF system design, radio propagation, frequency research
 - b. Microwave and RF control link design and specification
 - c. Voice logging
 - d. Paging and Alerting systems
 - e. Radio interoperability
 - f. Radio dispatch console systems
5. Demonstrate familiarity and expertise in FCC regulations, licensing and frequency availability research
6. Demonstrate in-house subject matter experts, telecommunications specialists, state and local policy experts, and project managers with APCO Project 25 implementation experience.
7. Demonstrate experience in the identification, evaluation and recommendation of appropriate sites and infrastructure for mission critical communications towers and facilities.
8. Demonstrate experience in structured wiring plans and electrical and power system design relative to Public Safety and mission critical RF systems.
9. Demonstrate experience establishing continuity of operations (COOP) plans, planning, and implementation of disaster recovery solutions, and establishing supporting standard operating procedures (SOPs) and policies that enhance system reliability, resiliency, and redundancy.
10. The firm must demonstrate knowledge in the trends and directions of mission critical radio networks, automated systems, facilities and operations.
11. The firm must demonstrate knowledge of various funding programs that support this initiative, including state and federal grants including interoperability, homeland security and emergency management program grants.
12. Past experience in assisting Kansas Counties in leveraging the State System assets to enhance County Public Safety Communications is highly desired.

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.

Component	Points
A. Professional Qualifications	20
B. Past Involvement with Similar Projects	20
C. Proposed Work Plan	30
D. References	15
E. Cost *	10
F. Legal Status of Consultant	5
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	December 9, 2024
Questions and clarifications submitted via email by 5:00 pm CST	December 30, 2024
Addendum Issued by 5:00 pm CST	January 10, 2025
Proposal due before 1:45 pm CST	January 28, 2025
Evaluation Period	January 29, 2025- February 21, 2025
Board of Bids and Contracts Recommendation	February 27, 2025
Board of County Commission Award	March 5, 2025

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 of one (1) year.

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/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 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 checked="" type="checkbox"/> Required / <input 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-tc.pdf>

Sample Contract

<https://www.sedgwickcounty.org/media/67402/sample-contract-kws-13024.pdf>

Contract Provisions for FEMA Projects (If Applicable)

<https://www.sedgwickcounty.org/media/67302/sedgwick-county-federal-grant-contract-provisions.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. 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 Sedgwick County Board of County Commissioners or county staff.
3. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
4. Proof of insurance meeting minimum insurance requirements as designated herein.
5. Include additional information required under section V. Scope of Work and section VII B Minimum Firm Requirements.
6. Those responses that do not include all required forms/items may be deemed non-responsive.

IX. Response Form

REQUEST FOR PROPOSAL

RFP #24-0077

RADIO CONSULTANT

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 _____

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: _____ **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 _____

REQUEST FOR PROPOSAL
RFP # 24-0077

Consistent with the guidance provided in Section 1 of this Request for Proposal, Sedgwick County is subject to the Kansas Open Records Act (K.S.A. 45-215 *et seq.*). As such, portions, and potentially all, of your proposal may become accessible to the public through records requests even if it is not awarded the contract.

If you are claiming some of the submitted documentation should not be disclosed, indicate the associated information and the basis for such claims of privilege in the spaces below. In the event records requests are submitted for information identified as privileged, proprietary or confidential, Sedgwick County may attempt to coordinate a response and would expect for you to be available to defend your claims in court. Failure to provide information in the spaces below shall constitute a waiver of any claims of violation of privileged, proprietary or confidential information resulting from the production of these records, regardless of other language or claims within your Response.

PRIVILEGE LOG		
Page and/or Section of Information Not Subject to Disclosure	Description of Information that You Claim are Privileged or Confidential. Do not include specific details, but rather categories or general descriptions of the information in question.	Basis for the Claim of Privilege. Please include the Applicable Federal or State Law Cite and Rationale