



DIVISION OF FINANCE – PURCHASING DEPARTMENT

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REQUEST FOR PROPOSAL RFP # 24-0062 (REVISED) INMATE COMMUNICATIONS SERVICES

September 6, 2024

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Inmate Communications 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 CDT, October 29, 2024.

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.

A mandatory pre-proposal meeting will be held on September 18, 2024 10:00 AM (CDT) at:

**Sedgwick County Adult Detention Facility
141 W. Elm St
Wichita, Kansas 67203
Please meet in the lobby of the Detention Facility**

There will be a brief discussion and a question and answer period following the site visit.

Sincerely,

Lee Barrier
Purchasing Agent

LB/ks

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I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.**

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County desires to select a qualified firm who can provide reliable, cost-effective inmate communications which meets or exceeds the requirements described in this RFP. The Sedgwick County Adult Detention Facility is comprised of two (2) physical locations. The Main Facility located at 141 W. Elm St Wichita, KS 67203 and the Annex Facility located at 701 W. Harry St. Wichita, KS 67213. In addition to these two (2) locations, 12 inmate phones will need to be installed and maintained at the Juvenile Detention Center located at 700 S. Hydraulic St. Wichita, KS 67211.

III. Project Objectives

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

1. Acquire a turnkey Inmate Communications Service meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish zero-cost pricing to the county for maintenance, support, installation and professional service hours with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
3. Provide the members of the public a cost-effective means of maintaining contact with friends/family, who are in custody within Sedgwick 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:

Lee Barrier
Sedgwick County Purchasing Department
100 N. Broadway, Suite 610
Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, October 29, 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 CDT 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 and should not be considered an all-inclusive list. Contractor shall furnish labor, parts, material, equipment, and maintenance necessary to perform the following:

1. Inmate Telephones -
 - a. Shall include without limitation, collect, pre-paid collect, paperless debit interface with commissary provider, international collect calling, free calling to specific services.
 - b. All phones must be ADA compliant, hearing-aid compatible, and have volume control.
 - i. All phones and phone accessories must be correctional grade equipment.
 - c. All phones will have the ability to capture continuous voice biometric information.
 - d. All phones must have the ability to use an integrated PIN assignment and management function that allows all inmate callers to be identified.
 - i. The Inmate PIN number must interface with JMS to automatically add or change PIN data.
 - e. Calls must be recorded and available for review for a minimum of one (1) year.
 - f. Call logs and records must be maintained for a minimum of seven (7) years.
 - g. Must include an option for attorneys to request non-recorded calls with clients.
 - h. All rates must be compliant with FCC, state, and local guidelines.
 - i. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public.
 - j. Must have the ability to assign a set number of free calls to each inmate account. A minimum of three (3) free calls will be applied to each account to allow inmates to contact an outside party upon being booked into the jail. These calls will be available to be utilized on all inmate phones.
 - k. All phone calls will contain a recorded message informing both the outside party and the inmate that all calls are recorded and subject to monitoring.
 - l. All audio prompts on the phone must be available in at least English and Spanish.
 - m. A minimum of three (3) portable phones will be provided for use throughout the facility. The portable phones must be attached to cart allowing it to be transported throughout the facility.

2. Video Visitation Machines -
 - a. All video visitation equipment must be wall mounted.
 - b. All video visitation equipment must be correctional grade with no removable exterior parts.
 - c. Must be able to interface with commissary and inmate banking providers.
 - d. Must have the ability for facial recognition and to blur out background around visiting individuals.
 - e. Must provide a minimum of twelve visitation kiosks in the main jail lobby to facilitate free video visits with members of the public.
 - i. Each inmate will be allowed one (1) hour of free on-site video visitation with members of the public. The one (1) hour will be divided into three (3) twenty-minute visits.
 - f. Vendor will provide a minimum of two (2) scheduling kiosks to be placed in the public access lobby at the main facility.
 - g. Vendor shall allow facility to manage remote and on-site video visitation, stations, visiting hours, time slots, and scheduling policies.
 - h. Vendor must store all recorded visits and make them available for review for a minimum of six (6) months.
 - i. Visitation records will be kept for a minimum of five (5) years.
 - j. All recordings must be stored off-site in a remote data center.
 - k. Must include the option to manage the video visitation remotely in real time.
 - l. Vendor shall be responsible for all bandwidth required for internet video visitations.
3. Inmate Grievance Tracking
 - a. Must have the ability to create grievance categories.
 - b. Must allow for a multi-tiered appeal process.
 - c. Must have the ability to set reply thresholds and have the capability to alert staff if a grievance remains unanswered.
 - d. Must maintain records of all grievances for a minimum of five (5) years.
 - e. Must be a web-based system that allows staff to log in from any station to answer grievances.
 - f. Must be available for inmates to access via a wall mounted kiosk.
 - g. Must have the ability to search for grievances by inmate name, grievance category, location, and individual grievance number.
 - h. Must have the capability to allow staff to reassign grievances with a notes field, not viewable to inmates.
4. Digital Mail
 - a. Must have the ability to scan all non-privileged mail off site.
 - b. Must be able to identify name and address of sender.
 - c. Must be able to convert all non-privileged mail to a digital format available for inmate viewing via wall mounted kiosk.
 - d. Scanned mail will not be available to be viewed by inmates until reviewed and approved by Sedgwick County staff.
 - e. Must include an option to send and receive e-messages.
 - f. All digital mail records will be maintained for review for a minimum of five (5) years.
 - g. Must have the ability to manage users and restrict access for inmates and outside parties due to non-compliance with facility rules or court orders.

5. Tablets

- a. Tablets will be provided at a 1:1 ratio to inmates housed at the **Annex Facility only** (Approximately 180).
- b. Must contain free content allowed to be accessed by all inmates.
- c. All fees must be consistent with all federal, state, and local laws.
- d. Must provide staff tablets with the ability to manage inmate usage.
- e. Must contain WIFI and have the ability to be updated wirelessly.
- f. Tablets will not be equipped with a camera.
 - i. If a camera is built into the provided tablet it must have the ability to be disabled.
- g. Tablets will be replaced as needed at no cost to the county.
- h. Tablets must be designed for use in a correctional facility with durable and tamper proof materials.
- i. Tablets must have a location feature with an audible notification to assist in finding lost or hidden tablets.

6. Miscellaneous

- a. The successful vendor, will develop a mutually agreeable fault hierarchy rating system. Corresponding service time interval that requires a service representative to be on-site not later than 24 hours after receipt of a call for service. This is to correct any malfunction or loss of service to any part of the system or the system as a whole.
- b. Wall mounted kiosks shall have the ability to: conduct voice calls, video visitation, view digital mail, manage inmate grievances, and access any other value adding services provided by the vendor.
- c. Wall mounted kiosks must contain the following items:
 - i. Minimum of a 16'' touch screen monitor
 - ii. Integrated high-definition camera
 - iii. Institutionally approved handset
 - iv. Institutionally approved enclosure to prevent tampering.
- d. Vendor must supply a centralized platform to monitor or review all inmate communications.
- e. A data analysis program will be provided to assist staff in reviewing inmate communications.
 - i. Provide a detailed explanation of the data analysis program including search functions, available reports, and management tools.
- f. On site technician to address maintenance concerns across all platforms.
- g. Vendor will supply an inmate broadcast system capable of displaying information in the housing units in real time.
 - i. Must be capable of displaying messages or alerts created by staff. This can be accomplished using the kiosks in the pod or by using a standalone broadcast system.

Sedgwick County requires a turnkey inmate communication solution which shall include, without limitation, collect, pre-paid collect, paperless debit interface with the commissary provider, international collect calling, free calling to specific services, video visitation service including an option for free on-site video visitation, inmate tablets at a 1:1 ratio at the Annex Facility (approximately 180), mail scanning and digital delivery, and an electronic inmate request and grievance system. Vendor shall install and operate inmate phones, video visitation devices, tablets, grievance and request system, and all related equipment. Vendor shall, without cost to county, provide all wiring for the inmate telephones and video visitation devices, install the inmate telephones and visitation devices and the related hardware and software specifically identified herein, to enable inmates at the facilities to complete, without limitation, local, long distance and/or international collect, pre-paid collect, debit and free calls as well as visitation sessions from the facilities.

Vendor shall supply details of Vendor's proposed ITS which shall include, but not be limited to: system version (if Proposer uses multiple ITS versions and/or releases), system design (centralized vs. premise-based), technical specifications, software applications, hardware architecture and networking capabilities.

Include a description, as well as visual aids, of the inmate phones, tablets, video visitation devices, inmate grievance system, TDD units and cart/portable sets proposed for installation at the Facilities.

System Architecture and Design

1. System Diagram

Provide a diagram of the proposed system architecture. The diagram should include an overall representation of the servers, network, peripherals, workstations, mobiles, and interface points, as well as a representation of the system environments (Production, Test, Training, and Disaster Recovery) and their interdependencies.

2. Proposed Hardware Configuration

Provide a listing or description of hardware configuration(s) recommendations based on use experience.

3. Performance and Reliability

- a. Describe any impact to systems (e.g. interference to normal operations, system shutdown) that will occur during server upgrades and/or expansions.
- b. How will the Vendor ensure concurrent operation of all system components without degradation?
- c. Describe the system response times that will be guaranteed during the lifetime of the system (both during original warranty period and lifetime support). This is specifically referring to the transaction times related to commands.
- d. Describe how the Vendor will measure and ensure system performance over the lifetime of the system.
- e. The county expects seven (7) days a week, twenty-four-hour operation regarding the solution. Describe how the Vendor will guarantee 99.999% availability both initially and during the life of any license and maintenance contract.
- f. What level of system availability is recommended for the solution?
- g. Describe how the Vendor will guarantee this level of availability both initially and during the life of any license and maintenance contract?

4. System Failover and Restoration

- a. Provide a detailed description of the proposed backup environment.
- b. Do operations automatically failover to the backup environment in the event of a failure in the production environment? Describe any actions that must be taken by personnel to activate a backup environment.
- c. How much time is required until operations commence in the backup environment when operations in the production environment fail?
- d. What steps, degree of user intervention, and time is required to return operations to the primary environment?

5. Security

- a. What authentication mechanisms do you use?
- b. Do you support SAML or syncing with Azure AD? If you don't support SAML, do you have your own two (2) factor authentication?
- c. Do you have the ability to restrict logins based on the county's public IP address(es)?
- d. Provide a security plan.

6. Network Compatibility

- a. What is the minimum actual network throughput and latency?
- b. Describe how the system will work in an environment of intermittent mobile computer connectivity.
- c. What is the slowest wired network connection speed that is required to support the system?
- e. What is the slowest wireless network connection speed that is required to support the system?

7. System Software Application and Utilities

- a. Provide the name, company, and release level of any additional third-party software required to support the proposed solution.

8. System Software Requirements

- a. Define if you host databases on SQL Servers. Can shared SQL servers be used?
- b. Which versions of SQL server is the system compatible with? Include version number and edition. SQL server versions must not be end of life or near end of life.
- c. What is the number of required cores and what are the memory requirements on the SQL server?
- e. What administrative rights will you need during set-up and once the system is live?

9. System Backup

- a. Describe the recommended approach for system backup.
- b. How will the proposer's recommended backup process affect live operation?
- c. Are all system functions (inquiry and update) available during backup? If not, explain the level of availability of system functions during backup and approximate time to perform backup.
- d. Will the recommended approach enable full backup of the system?
- e. Can the full backup be performed unattended?
- f. Can full backup be scheduled to occur automatically?
- g. Can the system perform incremental backup (i.e. only data/files updated since last backup)?
- h. How long (estimated) will it take and what steps are involved to restore from a backup?

10. Database

- a. What encryption options do you utilize?
- b. Are replication servers required for backups?
- c. The product should allow read only access to the system database or replicated database to facilitate the ability to bring data into SAP BI for ERP. In addition, the preference would also be to have access to the system's data dictionary/schema. This may not be required.

11. Data Conversion Plan

In this subsection, please provide a Conversion Plan and approach – Data from current systems must be converted to the new system. The Data Conversion Plan must describe the strategy, approach, processes and reference the appropriate specifications to convert data from the County's current systems to the new system.

12. Deployment/Implementation

In this subsection the Vendor must provide a detailed Deployment and Implementation plan which documents the activities that must be performed to deploy the application to the production environment and implement within the county. The plan must detail elements related to the critical activities that need to be performed prior to launch. The plan must contain the detailed installation procedures and consider the inter-application dependencies. The plan must include the step-by-step activities leading up to deployment as well as the post-deployment activities related to reporting and clean-up. Additionally, the plan must address the roles and responsibilities, Go/No-Go criteria and decision date, required resources, assumptions, and risks related to implementation and Go-live.

At a minimum, the deliverable must contain the following:

- a. Deployment strategy and approach
- b. Software installation procedures
- c. Deployment/Conversion implementation detailed plan
- d. Post deployment activities
- e. Proposed scope, approach, schedule and team
- f. Implementation phase entry and exit criteria
- g. Implementation readiness approach (go/no-go criteria and checklist)

Project Management

Include the following information in this subsection: Describe the Vendor's approach to managing the implementation of the proposed system, addressing at a minimum the following components of project management:

- a. Project communications
- b. Schedule management
- c. Issue management
- d. Scope management
- e. Risk management
- f. Quality assurance

Statement of Work that breaks down the system implementation by tasks and delineates Vendor and the county's responsibilities within each task. Tasks should include configuration, testing and interface development and deployment. Address project management services including creating and maintaining a detailed deployment plan, along with a detailed task list.

Realistic and readable implementation project schedule that starts at contract signing. The schedule should describe tasks to be performed by the county as well as by the Vendor.

How will the Vendor help the county or other external customers who interface with the county information systems identify potential changes in business processes because of changes in application software?

Training

In this subsection the Vendor should describe how they would provide the following types of training programs, along with appropriate documentation:

- a. A training program for County's project implementation team that includes the training necessary to understand the overall system architecture, interface configurations, data import/export capabilities, and workflow configuration options, etc.
- b. A training program for application administrators that includes the training necessary to configure, tailor, monitor, and administer the technical and functional aspects of system.
- c. A training solution to support the training of end-users in the functionality of the various proposed system modules. To support the training of end users, the County envisions the use of a "train-the-trainer" approach. However, it is requested that all end users receive individual training.
- d. Post implementation training.
- e. Multimedia presentations of training made available following actual training (e.g., PowerPoint presentations, videos, etc.).
- f. A training program that accounts for end users on shift work and may not be available during normal training hours.

Architecture and IT Standards

If web based, preferably written in HTML 5, not requiring Java, Reader, or Flash needs (vulnerable 3rd party apps) - if any, always the latest version.

Vendor should provide a list of client requirements.

Vendor should indicate data requirements - data growth rate per year (database size, attachments, binaries, backup sizes, etc...). How does this impact costs and services?

Vendor should list client application deployment methods (please include how these applications will be updated).

Vendor should list any included backup and recovery capabilities, objectives and estimated timelines. Please include any known issues with backup and recovery systems on the market.

Vendor should provide secure connections to data and be compliant with any regulatory requirements such as HIPAA, CJIS, and PCI requirements.

Vendor should include interface diagram and security specifics.

If not answered in previous question please list authentication and security methods for access to the system and system data.

The software needs to be able to be supported on current technology standards and future / modern OS releases. Does this system stay up to date with modern software updates -- such as Windows OS or SQL versioning to the latest versions?

Vendor should list Server and Client resource requirements (CPU, Memory, and Disk Space)

Vendor should indicate server and application update practices (Include the answers to how to patch the application on the client and server).

Vendor should list network connection requirements.

If on-premise, vendor should list system external interface requirements (Please include an interface diagram) – Is there any remote connection into the On-Premise system needed for support by the vendor?

If not addressed in previous response, vendor should list authentication and security methods for access to the system and system data.

Vendor should indicate backup methods recommended - any incompatibilities with backup systems on the market.

Software should be compatible with modern antivirus clients (list any needed exceptions or known problems).

For on-premise solutions, Vendor should provide full instructions for configuring database connection strings.

For on-premise solutions, Vendor should provide a list of supported and compatible database system versions.

Project Status Reporting

Weekly written status reports shall be submitted to the Department Project Manager. These status reports should outline:

- a. Overall summarization of the project progress;
- b. Deliverables achieved;
- c. Deliverables remaining, progress, and expected delivery on each; and
- d. Issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.

Acceptance Testing

- a. The vendor will work with the department to create an acceptance testing plan. Both parties shall agree to the plan in writing and the plan must be completed prior to county acceptance of the solution.

Documentation

- a. The vendor shall provide system documentation (written or electronic) to the department. This will include a detailed description of each solution.

User Training

- a. Initial training will be provided, on site, by the vendor for all communication services.
- b. Vendor shall provide a detailed summary of the training plan.
 - i. Vendor must describe its training philosophy and provide detailed training plans of all topics covered.
- c. In addition to initial training required at the time of system installation, if deemed necessary by Sedgwick County the vendor must offer and provide additional training to existing or new Sedgwick County employees.
 - i. Please describe follow-up training options, such as, on-site or webinar training if available.
- d. All training will be provided at no additional cost to the county.

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.
- Conduct final inspection

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Lee Barrier at Lee.Barrier@sedgwick.gov by 5:00 pm CDT October 4, 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 CDT, October 18, 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 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 a minimum of 10 years' experience in providing services similar to those specified in this RFP.
2. Have experience in managing projects of comparable size and complexity to that being proposed.
3. 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 in the county shall be followed with respect to the contract.
4. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
5. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
6. Provide project management (as required) and quality control procedures.
7. Have appropriate material, equipment and labor to perform specified services.
8. Park only in designated areas and display parking permit (if provided).
9. Wear company uniform and ID badge for identification purposes.

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. Demonstrated ability to meet the technical requirements, based upon the RFP responses and information provided by similar facilities in which the vendor has their system installed.	30
B. Rates charged to party who accepts charges.	20
C. Vendor experience, technology offering, account support team, maintenance and current customer references.	30
D. Proposed project plan, scheduling and implementation with minimal interruption of service.	20
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 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 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	September 6, 2024
Mandatory Pre-Proposal Meeting	September 18, 2024
Questions and clarifications submitted via email by 5:00 pm CDT	October 4, 2024
Addendum Issued by 5:00 pm CDT	October 18, 2024
Proposal due before 1:45 pm CDT	October 29, 2024
Evaluation Period	October 29, 2024 - November 22, 2024
Board of Bids and Contracts Recommendation	December 5, 2024
Board of County Commission Award	December 11, 2024

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 three (3) years with three (3) one (1) year options to renew.

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 checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
“Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as well as data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as confidential information of Client or Client’s clients.”	
<input checked="" type="checkbox"/> Required / <input type="checkbox"/> Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

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

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

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

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

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions

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

General Contract Provisions

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

Mandatory Contract Provisions

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

Independent Contractor

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

Sample Contract

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

Federal Certifications Addendum Sedgwick County

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

Suspension and Debarment

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

VIII. Required Response Content

All proposal submissions shall include the following:

1. Firm profile: 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 from facilities with a minimum of 500 beds, with email 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 Sedgwick County Board of County Commissioners or county staff.
5. A description of the type of assistance, which will be sought from county staff, including assistance required from the county to lessen the costs of this project.
6. Provide documentation on all current and pending litigation.
7. Proof of insurance meeting minimum insurance requirements as designated herein.
8. Sample of software license agreement and sample of support agreement.
9. Those responses that do not include all required forms/items may be deemed non-responsive.
10. Non-Employee User Agreement.
11. Acknowledge receipt of Business Associate Addendum.
12. Samples or images, including specification sheets, of proposed equipment must be provided.

IX. Response Form

**REQUEST FOR PROPOSAL
RFP # 24-0062 (REVISED)
INMATE COMMUNICATIONS SERVICES**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ **CITY/STATE** _____ **ZIP** _____

PHONE _____ **FAX** _____ **HOURS** _____

STATE OF INCORPORATION or ORGANIZATION _____

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 # 24-0062 (REVISED)
INMATE COMMUNICATIONS SERVICES

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

Sedgwick County Non-Employee Information Technology Usage Agreement

Anyone that is not a Sedgwick County employee who will access Sedgwick County information technology in the course of their work for Sedgwick County (“Non-employee personnel”) are required to sign this document before accessing any Sedgwick County information technology system. “Information technology” includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Sedgwick County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Sedgwick County property, or Internet access. Sedgwick County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the Sedgwick County Chief Information Officer (CIO).
3. Non-employee personnel may access only those resources for which they are specifically authorized.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following.
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed at least every 90 days.
 - c. Passwords shall be at least eight characters long.
 - d. Passwords shall contain characters from at least three of the following four classes: (i) English upper case letters, A, B, (ii) English lower case letters, a, b, (iii) Westernized Arabic numerals, 0, 1, 2, and (iv) Non-alphanumeric (special characters) such as punctuation symbols.
 - e. Passwords shall not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple authorized people.
7. Non-employee personnel may not leave their workstation logged onto the network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the computer, of all software loaded onto any Sedgwick County computer. The software must have been approved in writing in advance by the CIO.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the Helpdesk (316-660-9811).
11. Non-employee personnel shall promptly notify the County Helpdesk if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County Helpdesk.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Sedgwick County hardware, which has not been approved in writing in advance by the CIO.
14. Non-employee personnel shall not attach any device to the Sedgwick County network without prior written approval in advance from the CIO.
15. Non-employee personnel may not remove any computer hardware, data or software from a Sedgwick County building for any reason, without prior written approval from the CIO.
16. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Sedgwick County hardware.
17. Non-employee personnel shall not attach any network or phone cables to any Sedgwick County device without written approval from the CIO.
18. Non-employee personnel may not copy any data and/or software from any Sedgwick County resource for personal use.
19. Non-employee personnel may not utilize Sedgwick County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-work related activity.
 - d. Any illegal activity.
 - e. Downloading of files from non-County resources. If files are needed for your work, contact Sedgwick County IT personnel.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the CIO.
21. Non-employee personnel may not give out any Sedgwick County computer information to anyone. Exception: other non-employee personnel needing the information to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.
23. All portable media used must be FIPS 140-2 compliant media encrypted with hardware encryption using AES 256 algorithm.
24. Non-employee personnel may not remove, modify, erase, destroy or delete any computer software without the written approval in advance of the CIO.
25. Non-employee personnel shall not attempt to obtain or distribute Sedgwick County system or user passwords.
26. Non-employee personnel shall not attempt to obtain or distribute door passcodes/passkeys to secured rooms at any Sedgwick County facility for which they are not authorized.
27. All equipment issued to non-employee personnel will be returned in good condition to Sedgwick County upon termination of the Sedgwick County/non-employee Personnel relationship.
28. Non-employee personnel may not use Sedgwick County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
29. Non-employee personnel are prohibited from causing Sedgwick County to break copyright laws.
30. Use by non-employee personnel of any Sedgwick County information technology will acknowledge acceptance of the above- referenced policies. Any non-employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Sedgwick County project as well as being subject to Kansas civil and criminal liability. Disciplinary action may include Sedgwick County requesting the non-employee be considered for demotion, suspension and termination.

Non-employee personnel's signature

Date

Company's/Agency's name, printed

Non-employee personnel's name, printed

Purpose – reason you are signing the form

Revision Date: 12/13/2018

Sedgwick County Sponsor – employee and department