



Request for Proposal
Wichita MSA CRI Coordinator

February 1, 2024

Sumner County Health Department
217 W. 8th Street, Ste. 1
Wellington KS 67152

Sumner County Health Department as Fiscal Agent for the Wichita Metropolitan Statistical Area (MSA) Cities Readiness Initiative (CRI) comprised of Butler, Harvey, Sedgwick and Sumner Counties in Kansas is currently soliciting written proposals from qualified vendors to perform duties of the Wichita MSA CRI Coordinator to meet contractual and work plan deliverables. The 2023-2024 Wichita MSA CRI Work Plan follows the proposal.

All prospective vendors will be afforded an opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the basis of race, religion, color, national origin, age, sex or disability in receiving consideration for an award of any contract entered into pursuant to this Request.

This Request for Proposal (RFP) is an invitation by Sumner County Health Department for vendors to submit an offer which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Sumner County Health Department. Sumner County Health Department reserves the right to reject any or all proposals and Sumner County further declares that it will incur no financial obligations for any costs incurred by any company or person in preparing their proposal.

Intent to Submit

It is requested that all interested Vendors notify Sumner County Health Department no later than **Friday, February 16, 2024** of their intention to respond to this Request for Proposal. A Notice of Intent can be emailed to Kelly Lacey, Project Manager at klacey@co.sumner.ks.us or can be faxed to Kelly Lacey, Project Manager at **(620) 326-2738**. Not providing a Notice of Intent will not disqualify a vendor's proposal, but providing such Notice will allow the Sumner County Health Department to furnish any addenda or other clarifications to vendors.

Statement of Qualifications and Approach

To be considered, a vendor must have direct experience with public health emergency preparedness or cities readiness initiatives grants. Vendor must provide evidence of qualifications, experience, education and trainings in its proposal with transcripts, resumes and certificates of training completion.

The minimum trainings are:

- FEMA IS-100: An Introduction to the Incident Command System (ICS)
- FEMA IS-200: Basic ICS
- FEMA IS-700: An Introduction to the National Incident Management System (NIMS)
- FEMA E/L/K0146: Homeland Security Exercise and Evaluation Program (HSEEP)

The minimum qualifications are:

- Three years experience working with grant programs
- Three years experience providing technical assistance to public health departments
- Three years experience designing, conducting, and evaluating HSEEP consistent exercises

Criteria for Selection

The criteria upon which proposals will be evaluated include, but are not limited to, the following:

- Compliance with the RFP
- Understanding of the project as indicated by the presentation and detailed scope of services proposed to fully address the requirements as stated in this RFP
- Demonstrated ability to successfully complete the duties of a CRI Coordinator

- Scope of services to be provided
- Qualifications of the Vendor, including but not limited to his/her experience to this type of project
- Price as indicated in the proposal

Sumner County Representative

The Project Manager overseeing this RFP is:

Kelly Lacey, Director
Sumner County Health Department
Fiscal Agent for Wichita MSA CRI
217 W. 8th Street, Ste. 1
Wellington, KS 61752
Telephone: (620)326-2774; Fax: (620)326-2738
E-mail: klacey@co.sumner.ks.us

The Project Manager shall be the first point of contact for any matters related to this RFP. The Project Manager may be contacted informally for information of a general nature. Questions pertaining to technical, functional, operational, or contractual matters must be submitted in writing. The Project Manager must receive all questions or requests for clarification concerning the meaning or interpretation of this RFP in writing at least five business days prior to the submittal deadline.

The Sumner County Health Department may record its responses to inquiries and any supplemental instructions in the form of written addenda. The Sumner County Health Department may mail written addenda before the date fixed for receiving the proposals. Vendors shall contact the Sumner County Health Department to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. No oral explanation given to one vendor before the RFP opening shall be binding on other vendors.

All vendors are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Sumner County Health Department through written communication with the Project Manager prior to the opening of the proposals.

Cost and Fee Arrangements

The Vendor must provide a proposal with maximum “not to exceed” cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items may be priced separately from this RFP.

Profile of Wichita MSA CRI:

Wichita MSA CRI is part of Public Health Emergency Preparedness to build and strengthen the abilities of the public health departments for the purpose of supporting Strategic National Stockpile (SNS) preparedness and response planning activities. CRI is a federal grant program through the Centers for Disease Control and Prevention (CDC) and administered by the Kansas Department of Health and Environment (KDHE), Bureau of Community Health Systems (BCHS) for the State of Kansas. CRI focuses on the planning, training and exercising within the counties for compliance with mass dispensing and distribution standards as defined in grant guidelines and Public Health Preparedness Capabilities. Each grant year is July 1 through June 30.

The Counties comprising the Wichita MSA CRI are Butler, Harvey, Sedgwick and Sumner. Representatives from the four counties work together regularly to meet the grant requirements. One county is designated the fiscal agent and assumes the responsibility of finances and contracts associated with the CRI grant.

The counties though similar in organizational structure are very diverse in size, needs and resources. The four counties together comprise an area of 4,182 square miles. The 2022 estimated total population is 650,039 with Sedgwick County having the largest population (525,525) and the largest city (Wichita) in Kansas followed by Butler (68,240), Harvey (33,801) and Sumner (22,473) in population.

Specifications for Wichita MSA CRI Coordinator

Scope of Work and Specifications

- Organize and conduct local Wichita MSA CRI regional meetings which are generally held quarterly on the 3rd Friday of the last month of each calendar quarter; invite the Kansas Department of Health and Environment (KDHE) Medical Countermeasures Program Manager (MCM PM) and the Centers for Disease Control and Prevention (CDC) Project Officer; and ensure a conference call option for those who cannot attend in-person. Set up meeting registration on KS-Train.
- Engage monthly with the four Health Departments of the Wichita MSA CRI providing technical assistance with the implementation of improvements as identified in each county's Medical Countermeasures (MCM) action plan. Assist each county in completing the county requirements for the Wichita MSA CRI work plan. Provide equal levels of support to each of the four counties comprising the Wichita MSA CRI. Create documentation of engagement for the technical assistance. Examples of technical assistance may include, but are not limited to, assistance with organizing material and sources for preparedness plans, facilitating or conducting training relating to preparedness, reviewing and commenting on preparedness plans, and assisting with public health exercises. Common preparedness plans include medical countermeasure dispensing plans, integrated preparedness plans, infectious disease plans, etc.
- Complete the quarterly progress report in the Kansas Grant Management System (KGMS) for the Wichita MSA CRI by the submission date provided by the Kansas Department of Health and Environment (KDHE). The progress report will include documentation of:
 - Quarterly Meeting Agendas;
 - Quarterly Meeting Minutes;
 - Quarterly Meeting Sign-in Sheets
- Ensure attendance at the State-wide CRI meetings per the Wichita MSA CRI work plan. Ensure written synopsis of the meeting is sent to Wichita MSA CRI counties within 10 days after the meeting.
- Collect and enter the required CDC Division of State and Local Readiness (DSLRL) drills for each Wichita MSA CRI County as set forth in the Wichita MSA CRI Work Plan. Collaborate with the MCM PM to ensure appropriate deadlines submissions are met and all required documentation has been submitted
- Engage KDHE MCM PM to ensure KDHE involvement in implementation of improvements as identified in each county's MCM action plan. Quarterly review the MCM Action Plans of each of the four counties. Quarterly review all four MCM Action Plans with the KDHE MCM PM. Documentation of meeting will be reported with the quarterly progress report in KGMS.
- Conduct an annual exercise for the Wichita MSA CRI based on input from Wichita MSA CRI County and work plan requirement during the grant year.
- In occurrence of a "real world" event, provide limited technical assistance via telephone or email. Independent Contractor will not be engaged by Wichita MSA CRI in any response activities to real world events.

Specifications for Proposals

All proposals submitted in response to this RFP must contain the following information in the stated order:

- a. Name, address, telephone number, email, and fax number of the vendor
- b. Description of the vendor (corporation, partnership, etc.) and year established
- c. State of incorporation, if any, and type of ownership
- d. Names of all partners, principals and/or owners of the vendor
- e. Name, title and business address of person responsible for submitting the proposal
- f. List of proposed subcontractors, if any, and the scope of work they will perform
- g. Narrative proposal on scope of work as identified above
- h. A breakdown of the vendor's rates, fees and charges for services, for total project
- i. Qualifications and Trainings
- j. At least three references, including individual contact name, name of company and phone number of whom the County may contact regarding completion of public health emergency preparedness duties and tasks in an organization of comparable size and scope.

Timetable for Submission

For consideration to be given to any proposal submitted pursuant to the RFP, 3 bound originals and 1 copy of the RFP materials must be received **by 4:00 PM on Friday, March 1, 2024** at the address listed below:

Kelly Lacey, Director
Sumner County Health Department
Fiscal Agent for Wichita MSA CRI
217 W. 8th Street, Suite 1
Wellington, KS 67152
Telephone: (620) 326-2774: Fax: (620) 326-2738

To facilitate processing please mark the outside of the envelope as follows: **Wichita MSA CRI Coordinator Proposal**. The envelope shall also include the **VENDOR'S RETURN ADDRESS**.

A Vendor may submit the proposal by personal delivery or by mail, but not by fax or email.

The Sumner County Health Department cautions Vendors to assure actual delivery of mail or hand-delivered proposals directly to the Sumner County Health Department at 217 West 8th Street, Suite 1, Wellington, KS 67152, prior to the submission deadline. Telephone confirmation of timely receipt of the proposal may be made by calling (620) 620-2774 before the deadline. A proposal received by the Sumner County Health Department after the established deadline will be returned unopened to the Vendor.

Letter of Transmittal

This letter will summarize in brief and concise manner, the Vendor's understanding of the scope of work and make a positives commitment to timely perform the work.

The letter of transmittal should be physically signed by an office of the vendor and in include the following:

- a. Name, Address, telephone, email and fax number
- b. Name, title and telephone number of the individual authorized to commit the respondent
- c. Name, title, telephone and fax numbers of the individual to the be the official contact person regarding all matters concerning the proposal
- d. A statement ensuring validity of the proposal for at least sixty (60) days.

Preparation of Proposal

Each proposal will be prepared simply and economically avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentations.

Dispositions and Disclosure of Proposals

All proposals submitted in response to this RFP will become the property of Sumner County Health Department and matter of public record. The Vendor must identify, in writing, any proprietary information that it claims is exempt from disclosure. Any vendor claiming such an exemption must also state in its proposal that the vendor agrees to hold harmless, indemnify and defend Sumner County Health Department and its agents, officials and employees in any action or claim brought against Sumner County Health Department for its refusal to disclose such proprietary information to any party making a request therefore. Any vendor failing to include such a statement shall be deemed to have waived its right to an exemption from disclosure.

Addenda to the RFP

If revisions to the RFP become necessary, the Sumner County Health Department will provide written addenda to all known, potential Vendors. All addenda issued by the Sumner County Health Department will include a receipt form, which must be signed and included with any proposal submitted to the Sumner County Health Department. If multiple addenda are issued, a separate receipt for each addendum must be included with the proposal when it is submitted Sumner County Health Department.

All Vendors wishing to be notified of any addenda should provide to the Project Manager the Vendor's name, address, telephone number, email and fax number.

Presentations

Any Vendor who submits a proposal may be required to make an on-site presentation of its capability to perform as described to Sumner County Health Department. Such a presentation will be at the Vendor's expense and will provide an opportunity for the Vendor to clarify the proposal to ensure a thorough mutual understanding. The Project Manager will schedule such presentation if deemed necessary.

Contract Awards

The Sumner County Health Department anticipates entering into a contract with the Vendor who submits the proposal judged by the Sumner County Health Department to be most satisfactory. The Sumner County Health Department anticipates awarding one contract but reserves the right to award more than one if in the Sumner County Health Department's best interest. The contract would start July 1, 2024.

The Vendor understands that this RFP does not constitute an offer or a contract with the Vendor. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the Sumner County Health Department and executed by the parties.

The Sumner County Health Department reserves the right to reject all proposals, to abandon the project, or to re-advertise for and solicit other proposals. The County may, in its discretion, waive any informalities, technicalities and irregularities contained in a proposal or in the manner of its submittal and award a contract to the Vendor who, in the Sumner County Health Department's opinion, has submitted the Proposal most satisfactory to the

Sumner County Health Department. The Sumner County Health Department further reserves the right to negotiate any and all elements of the proposal.

Vendors may withdraw their proposals by notifying the Sumner County Health Department in writing at any time prior to the submission deadline. After the deadline, proposals shall become a record of the Sumner County Health Department and will not be returned to the Vendors. All proposals shall remain valid and binding upon the Vendors for a period of sixty (60) days following the proposal submission date.

Upon opening, proposals are subject to public disclosure consistent with Kansas law. Vendors must invoke the exemptions to disclosure provided by law and must identify in the proposal the data or other materials to be protected and state both the reasons why such exemption from public disclosure is necessary and the legal basis for such exemption as outlined in the section Disposition and Disclosure of Proposals.

Delays

The Sumner County Health Department may delay the scheduled due date if it is to the advantage of the Sumner County Health Department to do so. The Sumner County Health Department will notify known, potential Vendors of schedule changes to by written addenda.

Contractual Obligations.

Order of Precedence

This document shall have precedence in the event dispute arises between this and any other documents pertaining to the Sumner County Health Department Request for Proposal, response to the Request for Proposal, or any other related documents.

Insurance

The Vendor, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Vendor's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

A. Worker's Compensation Insurance: The Vendor shall procure and maintain for the life of this Agreement, worker's compensation insurance covering all employees with limits meeting all applicable state laws. This coverage shall include employer's liability insurance. The policy must contain a waiver of subrogation in favor of Sumner County Health Department, executed by the insurance company. Thirty (30) days' notice of cancellation is required and must be provided to the Sumner County Health Department via Certified Mail, Return Receipt Requested.

B. Comprehensive General Liability: The Vendor shall procure and maintain, for the life of the contract, comprehensive general liability insurance. This coverage shall be on an "occurrence" basis. Coverage shall include premises and operations; independent Vendors' products and completed operations and contractual liability with specific reference to the insurance provisions of the contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of the contract. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily liability and property damage liability. Thirty (30) days' notice of cancellation is required and must be provided to Sumner County Health Department via Certified Mail, Return Receipt Requested.

C. Business Automobile Liability: The Vendor shall procure and maintain, for the life of the contract, business automobile liability insurance. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy. Thirty (30) days' notice of cancellation is required and must be provided to Sumner County Health Department via Certified Mail, Return Receipt Requested.

D. Professional Liability: Unless the Vendor meets the self-insurance requirements described herein, the Vendor shall procure and maintain professional liability insurance for the life of the contract, plus two (2) years after completion. This insurance shall provide coverage for liability resulting from the contract. The minimum limits of coverage shall be \$500,000 with a deductible not to exceed \$25,000. The deductible will be the responsibility of the insured. Thirty (30) days' notice of cancellation is required and must be provided to Sumner County Health Department via Certified Mail, Return Receipt Requested.

In the event that subcontractors used by the Vendor do not have insurance, or do not meet the insurance limits, Vendor shall indemnify and hold harmless the Sumner County Health Department for any claims in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Vendors shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved by the Sumner County Health Department.

Indemnification/Hold harmless Agreement

Vendor shall, in addition to any obligation to indemnify Sumner County Health Department and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Sumner County Health Department, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss if use resulting there from, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Vendor in the performance of the work; or (c) liens, claims or actions made by the Vendor or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Vendor or any subcontractor under worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by Sumner County Health Department in enforcing this provision shall be borne by the Vendor.

No collusion

By submitting a proposal in response to this RFP, the Vendor certifies the Vendor has not divulged to, discussed or compared the proposal with other Vendors and has not colluded with any other Vendor or competitive parties. Also, Vendor certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

- A. All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices and/or cost data with any other Vendor or with any competitor.

- B. No prices and/or cost data quoted in the proposal have been knowingly disclosed by the Vendor, and will not knowingly be disclosed by the Vendor, to any competitor prior to the scheduled opening.
- C. No attempt has been made or will be made by the Vendor to induce any other person or company to submit or not to submit a competitive proposal.
- D. The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered into.
- E. No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, accepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

Documentation

The Vendor will provide such comprehensive, current documentation as is reasonably necessary to perform the services outlined in this Request for Proposals and in the Proposal.

Payments

The Sumner County Health Department will require a payment schedule which may be negotiated with the successful Vendor based on defined and measurable deliverables and work performance. All payments are contingent of receipt of CRI grant funding. The Vendor shall be required to provide a total not-to-exceed amount for the project. No payment for extra services shall be made unless services and their costs have been previously authorized in writing and approved by the County as a written change order.

Additional Data

Any additional information which the Vendor considers pertinent for consideration should be included in a separate section of the proposal. In such event, the Sumner County Health Department will require a statement about why the Vendor feels its approach would be the most cost effective to the Sumner County Health Department.

Fees

The proposal must contain a statement of fees for the proposal as well as the total "not-to-exceed" amount.