

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP 28270

For

“Laboratory Information Management System”

Article I. General Information.....4

Section 1.01 Method of Source Selection..... 4

Section 1.02 Purpose..... 4

Section 1.03 Existing Environment..... 4

Section 1.04 Required Review 4

Section 1.05 Protests and Appeals 5

Section 1.06 Inquiries and Clarifications..... 5

Section 1.07 Amendments and Addendums..... 5

Section 1.08 Alternate Proposals..... 5

Section 1.09 Implied Requirements..... 5

Section 1.10 Project Timetable and Contract Term 6

Section 1.11 Location of Work..... 6

Section 1.12 Proposals and Presentation Costs..... 6

Section 1.13 Disclosure of Proposal Contents 7

Section 1.14 Cooperative Procurement..... 7

Section 1.15 Independent Offeror Relation 7

Section 1.16 Determination of Responsibility 7

Section 1.17 Evaluation..... 8

Section 1.18 Equal Treatment..... 8

Section 1.19 Award..... 8

Section 1.20 Notification of Award 8

Section 1.21 Right to Reject Proposals 9

Section 1.22 Mistakes in Proposals Discovered Prior to Submission..... 10

Section 1.23 Mistakes in Proposals Discovered after Award 10

Section 1.24 Ownership of Reports, Drawings, Specifications, etc. 10

Article II. Standard Proposal Information 10

Section 2.01 Authorized Signature..... 10

Section 2.02 Pre-Proposal Conference 10

Section 2.03 Site Inspection 10

Section 2.04 Supplemental Terms and Conditions..... 11

Section 2.05 Discussions with Offerors..... 11

Section 2.06 Prior Experience..... 11

Section 2.07 Evaluation of Proposals..... 12

Section 2.08 Freight on Board Point..... 12

Section 2.09 Contract Negotiations..... 12

Section 2.10 Failure to Negotiate..... 12

Article III. Standard Contract Information..... 12

Section 3.01 Contract Type..... 12

Section 3.02 Contract Approval..... 12

Section 3.03 Proposal as a Part of the Contract..... 12

Section 3.04 Additional Terms and Conditions..... 13

Section 3.05 Insurance Requirements..... 13

Section 3.06 Bid Bond - Performance Bond - Surety Deposit 14

Section 3.07 Proposed Payment Procedures 14

Section 3.08 Proposed Payment Option..... 14

Section 3.09 Informal Debriefing..... 14

Section 3.10 Contract Personnel..... 14

Section 3.11 Liquidated Damages..... 14

Section 3.12 Contract Changes - Unanticipated Amendments 14

Article IV. Required Contractual Terms and Conditions..... 15

Section 4.01 Agreement with Kansas Law 15

Section 4.02 Kansas Cash Basis Law..... 15

Section 4.03 Payment of Taxes 15

Section 4.04 Disclaimer of Liability 15

Section 4.05 Anti-Discrimination Requirements..... 15

Section 4.06 Termination for Default..... 16

Section 4.07 Termination for Convenience 17

Section 4.08 Disputes..... 18

Section 4.09 Representations..... 18

Section 4.10 Ownership of Materials 19

Section 4.11 Availability of Records and Audit..... 19

Section 4.12 Assignment 19

Section 4.13 No Limit of Liability..... 19

Section 4.14 Indemnification..... 19

Article V. Background Information 20

Section 5.01 Background Information..... 20

Article VI. Project Scope..... 20

Section 6.01 Scope of Work..... 20

Section 6.02 Work Schedule..... 20

Section 6.03 Deliverables 21

Article VII. Proposal Format 22

Section 7.01 Proposal Format and Content 22

Section 7.02 Electronic Filing Requirements..... 23

Section 7.03 Introduction..... 23

Section 7.04 Understanding of the Project 23

Section 7.05 Methodology Used for the Project..... 23

Section 7.06 Management Plan for the Project 23

Section 7.07 Experience and Qualifications 23

Section 7.08 Functional and Technical Requirements..... 24

Section 7.09 Cost Proposal 24

Article VIII. Evaluation and Selection 25

Section 8.01 Selection Criteria 25

Article IX. Attachments 28

Section 9.01 Proposal Form Authorized Signature document 28

Section 9.02 Debarment Suspension Certification document 28

Section 9.03 RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1 and Tab 2 28

Article I. General Information

Section 1.01 Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas (Unified Government) Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 Purpose

The Unified Government, Department of Public Works Water Pollution Control Division is accepting competitive proposals from qualified individuals, firms, partnerships and corporations (Offerors) for replacing or upgrading its Laboratory Information Management Systems (LIMS).

The Water Pollution Control Division of the Public Works Department currently has a LIMS system which is older and no longer supported by an active software maintenance agreement. A requirements definition/software selection project started in late 2017 for the LIMS solution. The key tasks completed to date include: defining the functional and technical requirements; identifying potential solution providers; and, developing this RFP. Offerors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 Existing Environment

The Unified Government is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 *Protests and Appeals*

Any protest or appeal of the award of the Agreement must be in writing and received by the Procurement Officer within seven (7) days of the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Procurement Officer on any protest or appeal shall be final.

Section 1.06 *Inquiries and Clarifications*

Any questions regarding the Request for Proposal (RFP) shall be directed in writing to the attention of the buyer via fax or email. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Two (2) types of questions generally arise. One (1) may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will determine the appropriate method to be used.

The Procurement Officer who is the primary contact for this RFP is:

Attn: Ms. Teresa Houchins
Unified Government
Office of Procurement and Contract Compliance
Room 649
701 North 7th Street
Kansas City, KS 66101
Fax: 913-573-5444
Email: thouchins@wycokck.org
Phone: 913.573.5244

Section 1.07 *Amendments and Addendums*

Amendments and addendums will be made by addendum issued only to Offerors known to have the RFP.

Section 1.08 *Alternate Proposals*

Offerors may only submit one (1) proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Section 1.09 *Implied Requirements*

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the RFP, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the Offeror must be included in the proposal.

Section 1.10 Project Timetable and Contract Term

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Critical Activity/Milestone	Activity/Milestone Date
<ul style="list-style-type: none"> • Issue RFP 	Thursday, June 21, 2018
<ul style="list-style-type: none"> • Last day for submission of written questions 	Friday, July 6, 2018 at 10:00 a.m. CT
<ul style="list-style-type: none"> • Written responses to questions posted 	Thursday, July 12, 2018 by 5:00 p.m. CT
<ul style="list-style-type: none"> • Proposals due 	Thursday, July 26, 2018 by 2:00 p.m. CT
<ul style="list-style-type: none"> • Proposal Evaluation Committee completes evaluation of proposals 	Friday, August 17, 2018
<ul style="list-style-type: none"> • Reference calls conducted 	Monday, August 20 through Friday, September 7, 2018
<ul style="list-style-type: none"> • Onsite software demonstrations and technical discussions, if desired 	Weeks of September 10 and 17, 2018
<ul style="list-style-type: none"> • Customer site visits, if desired 	Weeks of September 17 and 24, 2018
<ul style="list-style-type: none"> • Proposal Evaluation Committee completes evaluation of additional information 	Week of October 1, 2018
<ul style="list-style-type: none"> • Contract negotiations begin with top Offerors 	Week of October 8, 2018
<ul style="list-style-type: none"> • Proposal Evaluation Committee completes contract negotiation evaluations 	Upon completion of contract negotiation.
<ul style="list-style-type: none"> • Notice of award 	Upon completion of contract negotiation.
<ul style="list-style-type: none"> • Contract start 	Upon notice of contract award.

The length of the contract will be from the date of award and continue for a term length of one (1) year, with four (4) one-year extensions based on the Unified Government approval and acceptance of service.

Section 1.11 Location of Work

The location(s) the work is to be performed at will depend upon the solution and the requirements it meets. Work completed for the Water Pollution Control Division will be at their facility located in Kansas City, Kansas. Interface design and development may be completed remotely depending on the interfaces being developed and the organizations involved. Location of work will be determined as further information regarding the system configuration, scope of work and professional services is identified during the RFP process.

Section 1.12 Proposals and Presentation Costs

The Unified Government will not be liable in any way for any costs incurred by the Offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the Unified Government's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality.

Section 1.14 Cooperative Procurement

If the Offeror has indicated agreement to participate in the Cooperative Procurement Program, the Offeror shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The Offeror shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the Offeror by such governmental entities.

Section 1.15 Independent Offeror Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.16 Determination of Responsibility

Per Section 29-198, Duty Concerning Responsibility, of the Unified Government Procurement Code and Regulations, before awarding a contract the Procurement Officer must be satisfied that the prospective Offeror is responsible.

All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section 1.17 Evaluation

The Proposal Evaluation Committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in Section 8, Selection Criteria, of this RFP.

Section 1.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 Award

The contract shall be awarded in whole or in part to the responsible Offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the Proposal Evaluation Committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in Section 1.05, Protest and Appeals, of this RFP.

Section 1.20 Notification of Award

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*).
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (*Form will be provided by the Unified Government*).
- Submit a certificate of insurance evidencing insurance as required by the RFP.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Offeror will be required to come into compliance with Chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86, Affirmative Action, and 18-87, Equal Employment Opportunity, of the Code of Ordinance of the Unified Government.

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 628 or call (913) 573-5098 for information regarding compliance requirements.

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the Local Governments and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty days prior to any notice of intent to contract by the Unified Government. (*Form will be provided by the Unified Government*).

Section 1.21 Right to Reject Proposals

The Unified Government reserves the right without contest to accept or reject any proposal. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, state, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,

- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the RFP, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised RFP to Offerors at a later date or may choose to negotiate with those submitting proposals.

Section 1.22 Mistakes in Proposals Discovered Prior to Submission

At any time prior to the specified date and time for submission, an Offeror may withdraw or modify a proposal in accordance with Section R3-103.10, Modification or Withdrawal of Proposals, of the Unified Government's Procurement Code and Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15, Mistakes in Proposals, of the Unified Government's Procurement Code and Regulations.

Section 1.23 Mistakes in Proposals Discovered after Award

The Unified Government will deal with mistakes in proposals according to Section R3-103.15, Mistakes in Proposals, of the Unified Government's Procurement Code and Regulations.

Section 1.24 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Unified Government.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least one hundred eighty (180) days from the Proposal due date specified in Section 1.10 Project Timetable and Contract Term. Each Offeror must complete and return the Proposal Form Authorized Signature document included with this RFP as Section 9.01.

Section 2.02 Pre-Proposal Conference

The Unified Government will not be conducting a pre-proposal conference as a part of this RFP process. Offeror's are welcome to submit questions in writing by the due date specified in Section 1.10, Contract Timetable and Term.

Section 2.03 Site Inspection

The Unified Government may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the Procurement Officer at the Unified Government's expense.

Section 2.04 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.05 Discussions with Offerors

The Unified Government may conduct discussions with Offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of the discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.06 Prior Experience

In order for their offers to be considered responsive, Offerors must meet these minimum prior experience requirements:

- Offeror's must be able to offer an LIMS solution that meets the majority of the requirements outlined in the functional and technical requirements. Offeror's who offer consulting services to select and implement another party's solution, and do not have a LIMS solution that meets the majority of the needs of this RFP, will not be considered.
- Offeror's must have implemented a similar solution for similar organizations, preferably municipal or county Water Pollution Control Divisions and be able to provide at least five (5) references for such implementations.
- Offeror's must be able to demonstrate a proven implementation approach including design, configuration, testing, data conversion, project team and end-user training, project management, change management and go-live support.

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.07 Evaluation of Proposals

The Procurement Officer, or a Proposal Evaluation Committee made up of the Procurement Officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Article VIII, Evaluation and Selection, of this RFP.

Section 2.08 Freight on Board Point

All goods purchased through this contract will be freight on board (F.O.B.) final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas or other locations identified in the state of Kansas.

Section 2.09 Contract Negotiations

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the Offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.10 Failure to Negotiate

If the selected Offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Offeror and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

Article III. Standard Contract Information***Section 3.01 Contract Type***

This contract is a Firm Fixed Price contract.

Section 3.02 Contract Approval

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the Procurement Officer. Upon written notice to the Offeror, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Collaborative Group. The coverage must be satisfactory to the Collaborative Group's Divisions of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Contractor shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor's negligence arising out of performance by the Contractor of the agreement. The Contractor's insurance shall include contractual coverage of the foregoing "hold harmless agreement".

The contractor shall secure and maintain at his or her own expense insurance of such types and in such amounts as herein specified to protect Contractor and the Unified Government from all hazards involved in the performance of the work described in this contract.

<u>Coverage's</u>	<u>Limits of Liability</u>
a) Workmen's Compensation	Statutory
b) Combined bodily injury and property damage liability	500,000.00 per occurrence
c) Combined automobile bodily injury and automobile property damage	500,000.00 per occurrence

Certificates of Insurance and copies of all policies acceptable to the Unified Government shall be filed annually with the Purchasing Division and License Division as to the coverage's outlined above. The Unified Government shall be listed as an additional named insured on coverage's, b and c above, and the insurer shall be obligated to provide the Unified Government a defense in actions arising in relation to work performed under this contract. Contractor is required to indemnify the Unified Government and to

provide a legal defense for any and all claims arising out of the performance of this contract whether the proper insurance is in effect or not.

Section 3.06 Bid Bond - Performance Bond - Surety Deposit

No bonds are required for this RFP.

Section 3.07 Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.08 Proposed Payment Option

A Virtual Payment Option is now available. If you would like to learn more about the option, contact Leah Klotz, Accounts Payable, 913-573-5256.

Section 3.09 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the Offeror.

Section 3.10 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.11 Liquidated Damages

Although meeting the agreed upon timelines are very important to the Unified Government, we have assumed no liquidated damages.

Section 3.12 Contract Changes - Unanticipated Amendments

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the Offeror a written description of the additional work and request the Offeror to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per the Unified Government Procurement Code and Regulations Section R7-101, Cost Principles.

The Offeror will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

Section 4.01 Agreement with Kansas Law

This agreement is subject to and shall be governed by and shall be construed according to the laws of the State of Kansas.

Section 4.02 Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Section 4.03 Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the Offeror for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Offeror shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.04 Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the Offeror for any liability whatsoever.

Section 4.05 Anti-Discrimination Requirements

During the performance of this Agreement, the Offeror agrees as follows:

The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Offeror will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Offeror shall assure that it and all subcontractors will implement a certificate of compliance letter in connection with this Agreement.

If the Offeror shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Offeror may be declared ineligible for any further Unified Government contracts for a period of up to one (1) year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Offeror shall have no claims for damages against the Unified Government on account of such termination, cancellation, suspension or declaration of ineligibility.

The Offeror shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The Offeror and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Offeror will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Section 4.06 Termination for Default

If the Offeror refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Offeror in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Offeror's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Offeror the costs and expenses and reasonable profit for services performed by the Offeror prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Offeror such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Offeror because of the default.

Except with respect to defaults of subcontractors, the Offeror shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Offeror has notified the Procurement Officer within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Offeror shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Offeror to meet the contract requirements. Upon request of the Offeror, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, the Offeror's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Offeror's right to proceed under the provisions of this clause, it is determined for any reason that the Offeror was not in default under the provisions of this clause, and both the Unified Government and the Offeror agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Offeror will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Offeror is adjudged bankrupt or insolvent;
- If the Offeror makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Offeror or any of his property;
- If the Offeror files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Offeror repeatedly fails to supply sufficient services;
- If the Offeror disregards the authority of the Procurement Officer; or,
- Acts other than those specified may constitute substantial breach of this Agreement.

Section 4.07 Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Offeror specifying the part of the contract terminated and when termination becomes effective.

The Offeror shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Offeror will stop work to the extent specified.

The Procurement Officer shall pay the Offeror the following amounts:

All costs and expenses incurred by the Offeror for work accepted by the Unified Government prior to the Offeror's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Offeror for work not yet accepted by the Unified Government but performed by the Offeror prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Offeror shall not be allowed.

Section 4.08 Disputes

All controversies between the Unified Government and the Offeror which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty days after a written request by the Offeror for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Offeror may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Offeror by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Offeror brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Offeror shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Offeror shall proceed diligently with the performance of the Agreement where the Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Section 4.09 Representations

The Offeror makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12, Ethics in Public Contracting, of the Unified Government's Procurement Code and Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106, Gratuities and Kickbacks, of the Unified Government's Procurement Code and Regulations.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.10 Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Offeror in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Section 4.11 Availability of Records and Audit

The Offeror agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Offeror agrees to make available at the offices of the Unified Government at all times during the period set forth in the RFP any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Offeror shall preserve and make available to persons designated by the Unified Government his records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.12 Assignment

Neither the Offeror nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

Section 4.13 No Limit of Liability

Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.14 Indemnification

Offeror shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, or costs arising from or in any way related to Offeror's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Article V. Background Information

Section 5.01 Background Information

As stated in Section 1.02, Purpose, the Water Pollution Control Division of the Public Works Department currently has a LIMS system which is older and no longer supported by an active software maintenance agreement. The Water Pollution Control Division would like to either upgrade their existing solution to the newest version and implement additional functionality or implement a new LIMS solution that meets their needs.

A requirements definition/software selection project started in late 2017. The key tasks completed to date include: defining the functional and technical requirements; identifying potential solution providers; and, developing this RFP.

Article VI. Project Scope

Section 6.01 Scope of Work

The Water Pollution Control Division of the Public Works Department is soliciting proposals for the selection of a LIMS solution that meets the functional and technical requirements outlined in this RFP. In addition, the Offeror should be able to provide professional services to design, implement, test, convert or migrate data, train end-users and provide go-live support for the selected solution. The Offeror should also assist in development, testing and support of all required interfaces to/from the selected solution.

The goal of this project is to have a fully functioning LIMS solution for the Water Pollution Control Division. The final solution should include system design, system configuration, interface development, process definition and workflow, automated forms, electronic signatures, standard reports, dashboards, end-user training, modular testing, unit testing, system testing and go-live support.

Section 6.02 Work Schedule

The RFP timetable and contract term are outlined in Section 1.10, Contract Timetable and Term, above.

The Offeror's proposal should include the software purchase recommended including:

- software name and version
- software modules to be implemented
- third party products required, if any
- recommended training courses for core team members
- recommended training for system administrators
- recommended training courses for end-user team members
- if an on-premise solution, technical recommendations to support the suggested software including servers, networking, communications, storage, etc.
- if a hosted or cloud solution, technical recommendations to access the hosted or cloud solution.

The scope of work to be included in the Offeror's proposal should include, at a minimum:

- proven implementation methodology
- major project tasks and associated key deliverables
- timeframe by implementation phase and overall timeframe
- assumptions made regarding scope, approach, timeframe, roles, responsibilities, etc.

- assumed project team with both Offeror and Unified Government team members roles and responsibilities
- responsibilities of Offeror versus Unified Government
- included interfaces (*see Section 9.03, LIMS RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1 Requirements Matrix, F. Solution Deployment and Integration, Items 5.00 through 5.08.*)
- data conversion
- extent and timing of post go-live support

Section 6.03 Deliverables

During the delivery of the professional services, the Offeror will be required to provide the following deliverables:

- a) Detailed implementation workplan with responsible parties and due dates
- b) Overall project timeline showing major phases and milestones
- c) Communication plan to keep the stakeholders informed throughout the project
- d) Issue and risk logs that are maintained and actively worked throughout the implementation
- e) Recommended core team training plan including course names, type of course, hours, etc.
- f) Training of the core team in preparation for the implementation
- g) Recommended technical infrastructure and technical assistance, as required, to implement the infrastructure
- h) Installation of the solution on the technical infrastructure in preparation for the implementation
- i) Design blueprint outlining configuration decisions including the decision not to use certain functions/features
- j) Development and testing of workflow within the solution to meet the requirements of the specific division or department, as required
- k) Configuration of the solution to meet the requirements of the specific division or department, as required
- l) Written test plans that are used to test the system configuration from a modular and system test perspective
- m) Stress test of the solution to ensure it meets the overall throughput and transaction speed requirements
- n) Technical design specifications for the interfaces to be developed
- o) Development and testing of interfaces (*see Section 9.01, RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1 Requirements Matrix, F. Solution Deployment and Integration, Items 5.00 through 5.08.*)
- p) Report and forms listing and development of the associated reports/forms to meet each of the document requirements
- q) Recommended end-user training plan
- r) Training of the end-users in preparation for the system go-live
- s) Onsite resources for the system go-live and go-live support for a minimum of two (2) weeks

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

Any respondent that does not comply with these policies may be disqualified from the RFP.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP No. R28270 for “Laboratory Information Management System”

A respondent must submit a complete copy of its response in the following format. One (1) original and six (6) copies along with a flash drive or CD in .PDF format prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format. Proposal and supplementary material should be submitted to:

**Department of Procurement and Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE PROPOSAL DUE DATE AND TIME LISTED IN SECTION 1.10, PROJECT TIMETABLE AND CONTRACT TERM. LATE PROPOSALS WILL NOT BE CONSIDERED.

It is the respondent’s responsibility to ensure **proposals** are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse **late** submissions. Respondents shall be responsible for actual delivery of the proposal to the appropriate department identified in document.

Section 7.01 Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals, however, in order for the Unified Government to evaluate proposals fairly and completely, Offerors should follow the format set out herein and provide all of the information requested.

In addition to the Proposal Form Authorized Signature Document (Section 9.01), the Debarment Suspension Certification Document (Section 9.02), and the RFP Requirements Final Spreadsheet (Section 9.03), the Offeror’s response should be limited to twenty-five (25) pages. Any supplemental material beyond the Section 9 Attachments (9.01, 9.02 and 9.03) and the twenty-five (25) pages will not be reviewed or included in the evaluation process. The twenty-five (25) pages should be prepared in a Microsoft Word format with a reasonable font size.

Section 7.02 Electronic Filing Requirements

Offeror **may** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at: <https://purchasing.wyocck.org/eProcurement>.

Any respondent that does not comply with these policies may be disqualified from the RFP.

Section 7.03 Introduction

Proposals must include the complete name and address of the Offeror firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by an Offeror officer empowered to bind the Offeror. An Offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule. See section 6.02, Work Schedule, and 6.03, Deliverables, for further information regarding the project requirements.

Section 7.05 Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule. The methodology section should also address major projects phases, key tasks, deliverables and milestones.

Section 7.06 Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule. The management plan should address project management and change management. The management plan should include tasks to address risk, issues, scope changes, communications, training, etc.

Section 7.07 Experience and Qualifications

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP. In addition, designate whether the project team member will be from the Offeror's team or the Unified Government.

For Offeror resources, provide a personnel roster that identifies key named resources who will actually work on the project and provide the following information about each person listed: title; years of relevant experience; certifications, and estimated hours on the project.

Provide a minimum of five (5) references for similar projects the Offeror has completed for Waste Water entities. Each reference should include the name of the client, brief description of the project, name of the

contact, title of the contact, phone number and email of the contact and role the contact performed on the project with their company/agency/entity. At least one of the references should be close to Kansas City, Kansas, so a site visit can be conducted via a day trip if desired.

Section 7.08 *Functional and Technical Requirements*

Included as an attachment to this RFP is a Microsoft Excel spreadsheet titled "9.03 RFP Requirements Final.xls" that includes the functional and technical requirements that the Unified Government would like responses to by each Offeror. There are two (2) tabs in the spreadsheet: 1) Requirements; and, 2) Additional Information.

The items in the 1. Requirements tab are to be answered using the following responses:

- Yes – the Offeror’s proposed solution meets the requirement in full
- No – the Offeror’s proposed solution does not meet the requirement in full
- 3rd Party – the Offeror proposes a third-party solution (to be named in the comments section) to meet the requirement. All third-party software or hardware must be identified and costed in the Cost Proposal of this RFP.
- Mod – the Offeror can provide the requested functionality via a modification to the solution. For each item identified as a mod, the cost estimate must include proposed costs for the mods.
- For questions where “Yes” or “No” is not a suitable response, provide a short answer.

The items in the 2. Addl Information tab are to be responded to in narrative form only using the space provided in the comments column of the spreadsheet.

Section 7.09 *Cost Proposal*

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to:

- a) Recommended software to be utilized including:
 - a. Is the recommended software cloud¹, hosted² and/or on-premise
 - b. Modules
 - c. Module or solution cost
 - d. Method of developing cost (per user; per server, subscription, etc.)
- b) Ongoing support and maintenance for the recommended solution
 - a. What level of support and maintenance comes standard
 - b. What level of support and maintenance is recommended
 - c. What is the cost of the recommended support and maintenance
 - d. What percentage of the overall software cost is the support and maintenance
- c) Recommended hardware to support the recommended software assuming an on-premise deployment
 - 1) ***Cloud assumes one code base with a multi-tenant architecture. Cloud or SaaS is not running the on-premise solution in the Offeror’s data center on their hardware and billing on a monthly basis.***
 - 2) ***Hosted would be any sort of on-premise solution or solution that does not use a singular code base for all customers. The solution is run in an Offeror’s data center and billed monthly or otherwise.***

- d) Any third-party software or hardware required for the recommended solution
 - a. Be sure to consider things such as report writers, scanners, etc.
 - b. Clearly state what is included in the third-party cost estimate. Be sure to include a line item for all items addressed with “3rd Party” in Section 9.03 LIMS RFP Requirements Final spreadsheet
- e) Any modifications identified for the recommended solution
 - a. For all modifications identified in Section 9.03 LIMS RFP Requirements Final spreadsheet, Offeror should provide estimated costs to perform the modification.
- f) Professional services to implement the recommended solution
 - a. Level or type of resource
 - b. Estimated hours by resources
 - c. Hourly rate per resource type
 - d. Extended cost per resource
- g) Recommended training
 - a. Core team training courses and cost per course including number of attendees assumed
 - b. System administrator or other specialized training and cost per course including number of attendees assumed
 - c. End-user training courses and cost per course including number of attendees assumed
- h) Interface development
 - a. Estimated cost for development of interfaces (*see Section 9.03, LIMS RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1 Requirements Matrix, F. Solution Deployment and Integration, Items 5.00 through 5.08.*)
- i) Data conversion
 - a. Estimated cost for data conversion and migration – clearly identify the items assumed in data conversion

Knowing there are many unknowns at this point in the proposal process, please provide assumptions, as required, to address areas where costs are not clearly known.

Article VIII. Evaluation and Selection

Section 8.01 Selection Criteria

a) Comprehensive integrated hardware and software solution: 30%

Proposals will be evaluated against the questions set out below.

1. To what extent does the Offeror already have the hardware, software equipment, and licenses necessary to perform the contract?
2. How well does the Offeror’s proposed solution meet the requirements outlined in Section 9.03 RFP Requirements Matrix?
3. Has the Offeror proposed an integrated and complete solution to meet the needs of the Water Pollution Control Department?
4. What type of ongoing support and maintenance services are provided by the Offeror?

b) Understanding of the Project: 5%

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified pertinent issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Unified Government expects it to provide?

c) Methodology Used for the Project: 10%

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the time schedule in the RFP?

d) Management Plan for the Project: 10%

Proposals will be evaluated against the questions set out below.

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined?
3. Is the organization of the project team clear?
4. How well does the management plan illustrate the lines of authority and communication?
5. Has the Offeror offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
6. Is the proposal practical and feasible?
7. How well have any potential problems been identified?
8. Is the proposal submitted responsive to all material requirements in the RFP?

e) Experience and Qualifications: 15%

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel:

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

1. How well has the firm demonstrated experience in completing similar projects on-time and within budget?
2. How successful is the general history of the firm regarding timely and successful completion of projects?
3. Has the firm provided references from previous clients that are similar to the work to be completed with this RFP?
4. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

f) Contract Cost: 30%

Overall, a minimum of 10% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Cost to Points:

The lowest cost proposal will receive the maximum number of points allocated to cost.

Article IX. Attachments

Section 9.01 Proposal Form Authorized Signature document

Section 9.02 Debarment Suspension Certification document

***Section 9.03 RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1
and Tab 2 (separate Excel document)***

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFP 28270 Laboratory Information Management System

PROPOSAL FORM AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

- 1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;
- 2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- 3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,
- 4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
- 5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of 180 days from the due date of July 26, 2018.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____



DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. _____ Are _____ Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. _____ Have _____ Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract: violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. _____ Are _____ Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. _____ Have _____ Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.

3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

- 4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;
- 5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
- 6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (printed)

Signature

Title

Date

Company

Project

For Office Use Only: Bid _____	RFP _____	P.O. # _____
---------------------------------------	------------------	---------------------