

Department of Procurement and
Contract Compliance

REQUEST FOR PROPOSAL



RFP 34147

For

**“Water Pollution Control Industrial Pretreatment and
Fats, Oils, Grease (FOG) Software System”**

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Article I. General Information

Section 1.01 Method of Source Selection

Section 29-154 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code 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 of Wyandotte County/Kansas City, Kansas, Department of Water Pollution Control is accepting competitive proposals from qualified individuals, firms, partnerships and corporations specializing in Industrial Pretreatment and Fats Oils Grease (FOG) Software.

The Offeror awarded the contract will be expected to provide the UG Water Pollution Control Department with a robust, comprehensive, integrated industrial pretreatment and FOG software solution that will include, but not limited to, the following:

- Food Service Establishment (FSE) Inventory
- FOG Inspections
- Maintenance Scheduling
- Violations & Enforcements
- Educational Outreach
- Samples & results
- Self-reporting portal for FSEs
- Flexible Reporting
- Permit Management
- Advance Scheduling
- Automated Processing
- Paperless
- Streamline Workflow
- Workflow Automation
- Audit History & Audit Control
- Electronic Records Retention
- E-Signature
- Document Management
- Redaction
- Professional services to design, configure, test and rollout the solution
- Core team, administrative and end-user training

Additionally, the Offeror will provide professional services that will ensure a successful implementation that should include, but not be limited to, the following:

- Design, configure, test, and rollout the solution
- Core team, administrative and end-user training
- Organizational change management
- Software installation
- Documentation
- Integration Services
- Conversion Services
- Ability to meet or exceed industry standard service levels
- Processes that adopt best practices
- Flexibility and scalability to match the Unified Government and Water Pollution Control's business & technical requirements, as they may change over time.
- Ongoing market-competitive pricing
- Ongoing maintenance and support services throughout the term of the contract

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 of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas 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 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 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 Director of Purchasing 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 Purchasing Director on any protest or appeal shall be final.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins thouchins@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. 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 types of questions generally arise. One 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.

Section 1.07 Amendments & Addendums

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

Section 1.08 *Alternate Proposals*

Offerors may only submit one 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 Request for Proposals, 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 & 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.

Issue RFP:	January 19, 2023
Last day for Questions:	February 13, 2023, by 11:00am CST
Deadline of written responses to questions posted	February 16, 2023, by 5:00pm CST
Proposals Due:	March 9, 2023, by 2:00pm CST
Short List Selection Committee	TBD
Onsite Interviews/Software demonstrations and	
Technical discussions	TBD

The length of the contract will be from the date of award and continue for a term length of two years, with three (3) one-year extensions based on the Unified Government approval and acceptance of service. A Cost-of-Living Adjustment (COLA) may be allowed for each extension year by the discretion of the Unified Government. In order to increase the price of the contract renewal, documentation must be provided to the Unified Government at least 6 months in advance.

Section 1.11 *Location of Work*

The location(s) the work is to be performed is at will depend upon the solution and the requirements it meets. 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 of Wyandotte County/Kansas City, Kansas 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 UG'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 contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor 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 contractor 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 contractor by such governmental entities.

Section 1.15 *Independent Contractor 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 Contractor 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 Contractor 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 § 29-198 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor 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 selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 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 Request for Proposals, the Request 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 Request for Proposals. 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 selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

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 Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Contractor will be required to come into compliance with Article 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as

required by Sections 29-585 and 29-586 of the Code of Ordinance of the Unified Government of Wyandotte County / Kansas City, Kansas.

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 649 or call (913) 573-5465 for information regarding compliance requirements.”

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all 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 of Wyandotte County/Kansas City, KS, 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 Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor 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 Contractor’s compliance with the Tax Laws of the Local Governments shall be a condition of award. All Contractors entering into a contract and all subsequent renewals with the Unified Government of Wyandotte County 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 year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County. (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 proposals or alternate proposals. 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 Request for Proposals, 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 Request for Proposals to offerors at a later date, or may choose to negotiate with those submitting proposals.

Section 1.22 Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal prior to the established due date which is either the time and date announced for the receipt of proposals or receipt of modifications to proposals or if discussions have begun, it is the time and date by which best and final offers must be submitted provided that only offerors who submitted proposals by the time announced for the receipt of proposals may submit best and final offers. 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:

- 1) **During Discussions: Prior to Best and Final Offers:** once discussions are commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers;
- 2) **Minor Informalities:** Minor informalities unless otherwise corrected by an offeror as provided in this Section, shall be treated as they are under competitive sealed bidding;
- 3) **Correction of Mistakes:** if discussions are not held or if the best and final offers upon which award will be made have been received, mistakes may be corrected and intended correct offer will be considered only if:
 - a) The mistakes and the intended correct offer are clearly evident on the face of the proposal in which event the proposal may not be withdrawn; or
 - b) The mistake is not clearly evident on the face of the proposal, but the offeror submits proof of evidentiary value which clearly and convincingly demonstrates both the existence of a mistake and the intended correct offer, and such corrections would not be contrary to the fair and equal treatment of the other offerors.

Section 1.23 Mistakes in Proposals Discovered after Award

Mistakes shall not be corrected after award of the contract except where the Purchasing Director or the head of the User Department finds it would be unconscionable not to allow the mistake to be corrected.

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 City.

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 ninety (90) days from the opening date.

Section 2.02 *Pre-Proposal Conference*

The Unified Government will not be conducting a pre-proposal conference as a part of this RFP process. Offerors 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 these 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 industrial pretreatment and fats, oils, grease software 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 part's solution, and do not have a records management software 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 and be able to provide at least five references for such implementations.

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 an 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 section eight of this RFP.

Section 2.08 *F.O.B. Point*

All goods purchased through this contract will be 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.

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 contractor'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 contractor

- 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 contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor 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 with potential price adjustments.

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 contractor, 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 contractor, 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 Unified Government and Board of Public Utilities. 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.

Insurance Requirements

The vendor awarded this contract(s) is required to provide a Certificate of Insurance that contains a minimum of the following coverage and limits:

Liability insurance coverage shall be considered as primary and not as excess insurance. The carrier(s) shall provide thirty (30) days written notice to the Unified Government or the BPU by registered mail prior any modification, cancellation, non-renewal or other change in coverage. The successful bidder shall provide the Unified Government with Certificates of Insurance concerning the requirements listed.

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 Contractor to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the 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 Unified Government or the Board of Public Utilities, in the name of the Unified Government, shall be named as an additional insured.

The following minimum coverage is required of vendors providing services:

<u>Coverage:</u>	<u>Limits of Liability:</u>
Workers Compensation	Statutory
Combined Automobile Bodily Injury And Automobile Property Damage	\$500,000 per occurrence
Errors and Omissions	\$1,000,000

Professional Liability

\$1,000,000

1. Additional Insured endorsement shall read exactly as follows:
The Unified Government and/or the Board of Public Utilities, in the name of the Unified Government, shall be named as additional insured with respect to the work performed for the contract(s): RFP #R34147 WPC IP and FOG Software System.
2. Certificate Holder:
Provide BID or RFP Number and Title in the “miscellaneous” area of certificate.
Address all certificates to the Unified Government Wyandotte County/Kansas City, Kansas - Purchasing Division, 701 N 7th Street – Room 649, Kansas City, KS 66101. Fax 913-573-5444 Office 913-573-5440.

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 contact, Lonia Green, Accounts Payable, 913-573-5138

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 contractor.

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 contractor 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 contractor a written description of the additional work and request the contractor 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.

The contractor 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

GENERAL CONDITIONS

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

1. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
2. **Compliance with Law.** BIDDER shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** BIDDER represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement

shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. 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.

6. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify BIDDER for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, BIDDER shall pay the Unified Government occupation tax prior to execution of the Agreement.
7. **Licenses and Permits.** BIDDER shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. BIDDER shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective.

Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.

8. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. 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 parties agree that no persons supplied by BIDDER are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to BIDDER.

9. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, BIDDER shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
10. **Equal Opportunity.**
 - a. BIDDER shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. BIDDER will ensure that applicants are employed, and that employees are treated

during employment, without regard to 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; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. BIDDER 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.

- c. BIDDER, in all solicitations or advertisements for employees placed by or on behalf of BIDDER, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. BIDDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. BIDDER shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If BIDDER fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and BIDDER may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, BIDDER shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. BIDDER 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 the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. BIDDER, 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.

11. **Representations.**

BIDDER makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. 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 XII of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the

Procurement Code.

- d. 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.
12. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
13. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
14. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
15. **Termination for Default.** If BIDDER 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 BIDDER in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate BIDDER 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 BIDDER the costs and expenses and reasonable profit for services performed by BIDDER prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due BIDDER such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by BIDDER because of the default.

Except with respect to defaults of subcontractors, BIDDER shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if BIDDER has notified the Procurement Officer within 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 subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, BIDDER shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit BIDDER to meet the contract requirements Upon request of BIDDER, 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 or more of the excusable causes, and that, but for the excusable cause, BIDDER'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 BIDDER's right to proceed under the provisions of this clause, it is determined for any reason that BIDDER was not in default under the provisions of this clause, and both the Unified Government and BIDDER 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 BIDDER will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

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

- 16. 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 BIDDER specifying the part of the contract terminated and when termination becomes effective.*

BIDDER shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination BIDDER will stop work to the extent specified. The Procurement Officer shall pay BIDDER the following amounts:

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

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

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

- 17. Disputes.** *All controversies between the Unified Government and BIDDER 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 30 days after a written request by BIDDER for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then BIDDER may proceed as if an adverse decision had been received.*

The Procurement Officer shall immediately furnish a copy of the decision to BIDDER 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 BIDDER brings an action seeking judicial review of the decision in the Wyandotte County District Court.

BIDDER 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 BIDDER shall proceed diligently with the performance of the Agreement where the Purchasing Director 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.

- 18. **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 BIDDER in connection with the work pursuant to this Agreement, shall be in the Unified Government.*
- 19. **Availability of Records and Audit.** *BIDDER 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. BIDDER agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals 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, BIDDER shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.*

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Article V. Background Information

The Unified Government of Wyandotte County and Kansas City, Kansas is a consolidated city and county government serving all the citizens within its jurisdiction. The City of Kansas City, Kansas is entirely located in Wyandotte County, Kansas in “the Heart of America” at the confluence of the Kansas and Missouri Rivers and at the crossroads of two transcontinental interstate highways. Kansas City, Kansas has a population of over 152,000 and covers approximately 127 square miles. Kansas City, Kansas is the second largest city in the state of Kansas and is the county seat of Wyandotte County. Wyandotte County is also home to the cities of Bonner Springs and Edwardsville. Wyandotte County/Kansas City, Kansas is part of a greater metropolitan area of over two million people. 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 5.01 Overview

The Public Works Department is responsible for the management, maintenance, and replacement of public infrastructure, including public buildings. The department consists of the divisions of Buildings & Logistics, Engineering, Fleet Maintenance, Solid Waste & Recycling Management, Street Maintenance, and Water Pollution Control.

The Water Pollution Control team is responsible for providing sewer service, protecting water quality, managing stormwater runoff, and ensuring compliance with Federal regulations regarding water pollution in Kansas City, Kansas. The Water Pollution Control receives its funding through two enterprise sources: the Sanitary Sewer user fee and the Stormwater Utility user fee. For more than 100 years, residential customers and businesses, and visitors have benefited from reliable and cost-effective wastewater & stormwater treatment.

To accomplish this, more than 120 team members collaborate across multiple segments, including construction, maintenance, treatment, and administration.

Since 2013, the Unified Government (UG) has been working closely with the Environmental Protection Agency (EPA) and the Department of Justice (DOJ) on finalizing a 25-year sewer investment plan/Consent Decree that meets the financial and environmental needs of ratepayers. The Consent Decree between the UG, EPA, and DOJ supports Public Works' ongoing efforts to address sewer overflows, prevent basement backups, and safeguard the environment. This agreement also creates sustainable, predictable, and reasonable rate increases for Kansas City Kansans.

In addition, the Water Pollution Control Division has expanded service to residents in western Kansas City, Kansas, through a \$52M investment in the Wolcott Treatment Plant. This new plant and its associated Piper Creek interceptor will provide increased sanitary sewer service capacity for residents and businesses in a swiftly growing area of the county.

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 Cloud/SaaS/Offeror Hosted comprehensive and integrated Industrial Pretreatment and Fats, Oils, Grease Management software 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 UG currently has 357 FOG Facilities with permits and 57 permitted IP facilities. However, the UG prefers a software solution that will be able to accommodate increases related to the number of permitted facilities in each category.

The goal of this project is to have a fully functioning software 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.

Offerors providing such services must meet the requirements, as specified herein. The Offeror awarded the contract will be expected to provide the Water Pollution Control Division a solution that will include, but not be limited to, the following:

- Track information for multiple types of regulatory controls for federal, state and local Clean Water Act programs

- Track multiple types of requirements such as monitoring with associated limits or benchmarks, Best Management Practices (BMPs), notifications, reporting, and certifications.
- CROMERR compliant/ready
- Track scheduling and performance of industrial pretreatment activities.
- Track regulatory violations and enforcement actions.
- Automatically access data from the Unified Government's Laboratory Information Management System (LIMS).
- Ability for industrial user access and permissions
- Solution that is customizable to local requirements
- Track basic information for companies on the Fats, Oils, and Grease program
- Mobile inspection friendly
- Ability for Food Service Establishments (FSE) to register online
- FSE risk classification
- Ability to issue enforcements from the field.
- Solution that will allow the division to digitize the inspection processes
- Real time data updates
- Solution will allow various levels of security and/or roles-based permissions
- Solution will be able to be viewed and operated on mobile devices with connectivity
- Solution includes a workflow engine or automated workflows that integrate and interact through all modules for the duration of the case.
- Ability to quickly and accurately report case information to appropriate agencies through various interfaces.
- An industrial pretreatment and fats, oils, grease management solution that will reduce redundant data entry, eliminate paper, and streamline best practices.
- An industrial pretreatment and fats, oils, grease management solution that provides easy access to information and an intuitive end-user reporting system.
- Professional services to design, configure, test and rollout the solution.
- 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
- Record retention schedules
- Responsibilities of Offeror versus Unified Government
- Included interfaces if any
- Data conversion capabilities, if applicable
- Extent and timing of post go-live support
- Core team, administrative and end-user training
- Ongoing support and maintenance recommendations
- Ongoing maintenance and support services throughout the term of the contract.

Section 6.02 *Deliverables*

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

- Overall project timeline showing major phases and milestones
- Project Management Services
- Detailed implementation workplan with responsible parties and due dates
- Communication plan to keep the stakeholders informed throughout the project
- Ability to meet or exceed industry-standard service levels
- Assisting department with processes that adopt best practices
- Flexibility and scalability to match department's business requirements, as they may change over time
- Conversion services and integration services
- Organizational Change Management
- Implementation consulting
- Software installation (if needed) and configuration
- Issue and risk logs that are maintained and actively worked throughout the implementation
- Recommended core team training plan including course names, type of course, hours, etc.
- Training of the core team and administrative team in preparation for the implementation
- Recommended technical infrastructure required for a production and backup environment
- Recommended technical assistance, as required, to implement the software to support the solution
- Installation of the solution on the technical infrastructure in preparation for the implementation
- Design blueprint outlining configuration decisions including the decision not to use certain functions/features
- Development and testing of workflow within the solution, as applicable, to meet the requirements of department, as required
- Configuration of the solution to meet the requirements of the department, as required
- Written test plans that are used to test the system configuration from a modular and system test perspective
- Stress test of the solution to ensure it meets the overall throughput and transaction speed requirements
- Technical design specifications for the interfaces to be developed
- Development and testing of interfaces as required
- Report and forms listing and development of the associated reports/forms to meet each of the document requirements
- Recommended end-user training plan
- Training of the end-users in preparation for the system go-live
- Onsite resources for the system go-live and go-live support for a minimum of two (2) weeks
- Provide an exit strategy plan should the contract not be renewed

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 R34147 “Water Pollution Control Industrial Pretreatment and Fats Oils Grease (FOG) Software System”**

A respondent must submit a complete copy of its response in the following format. One (1) original and four (4) copies along with a flash drive 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.

Article IX, Attachments, Section 9.03, RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1 and Tab 2, **must be returned as a stand-alone file in a non-secured Microsoft Excel Spreadsheet format.**

Proposal – RFP R34147 WPC Industrial Pretreatment & Fats, Oil, Grease (FOG) Software System

Four (4) Copies and One (1) original of your proposal and supplementary material should be submitted to:

**Office of the Unified Clerk, Municipal Office Building
701 North 7th Street, Suite 323
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE RFP CALENDAR OF EVENTS. 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.

- An index must be provided noting each section of the submitted proposal
- Each section of the proposal must be clearly tabbed for easy review and references of the various sections
- The requested Proposal Form Authorized Signature Document (Section 9.01), the Debarment Suspension Certification Document (Section 9.02) and other addendums issued as a part of this RFP must be included in the first section
- The RFP Requirements Final Spreadsheet (Section 9.03) should be included in its own tabbed section

- 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 25-pages
- Any supplemental material beyond the Section IX Attachments (9.01, 9.02 and 9.03) and the 25-pages of Offerors proposal will not be reviewed or included in the evaluation process
- The 25-pages should be prepared in a Microsoft Word format with a reasonable font size and address the requirements as outlined in Section 7.03 through 7.09.

Section 7.02 Electronic Filing Requirements

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

Section 7.03 Introduction

Proposals must include the complete name and address of their 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 of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. 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 Article VI, Project Scope, Sections 6.01 through 6.03 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, and 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 similar size and composition to the Unified Government. Each reference should include the name of the client, name of the contact, title of the contract, phone number, and email of the contact and role the contact performed on the project with their company/agency/entity.

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" 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 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.
- Should additional information be required, Offerors may use the "Comments" column.

The items in the 2. Additional 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, or hosted²?
 - b. Modules or solutions recommended
 - c. Modules or solutions cost
 - d. Method of developing cost (per user; per server, subscription, etc.)
- 1. Cloud assumes one code base with a multi-tenant architecture. Cloud 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 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.**
- B. Recommended hardware and supporting peripherals (i.e. signature pads, mobile devices, and etc.)
- C. Ongoing support and maintenance for the recommended solution
- a. What percentage of the overall software cost is the support and maintenance?
- D. Any modifications identified for the recommended solution, if any
- a. For all modifications identified in Section 9.03 RFP Requirements Final spreadsheet, Offeror should provide estimated costs to perform the modification.
- E. Any third-party software or hardware required for the recommended solution
- a. 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 RFP Requirements Final spreadsheet.
- 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 training or other specialized training (please specify type recommended including number of attendees assumed)
 - c. End-user training courses and cost per course including number of attendees assumed
- H. Interface development, for any standard or recommended interfaces (if any)
- I. Data conversion services available if any
- a. What data conversion services are recommended, if any?
- J. Go-live support

K. Other known or recommended costs not specifically addressed in this section

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 Software Solution 30%

Proposals will be evaluated against the questions set out below.

1. How well does the Offeror's proposed solution meet the functional and technical requirements outlined in Section 9.03 RFP Requirements Matrix?
2. How well does the Offeror's proposed a robust, integrated and complete solution that meet the current and future needs of the Water Pollution Control Division?

(b) Understanding of the Project 15%

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?
4. How well has the offeror demonstrated that it understands the Unified Government's time schedule and can meet it?

(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. To what extent does the offeror already have the hardware, equipment, and licenses necessary to perform the contract?
6. Does it appear that the offeror can meet the schedule set out in the RFP?
7. Has the contractor offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
8. Is the proposal practical, feasible, and within budget?
9. How well have any potential problems been identified?
10. Is the proposal submitted responsive to all material requirements in the RFP?

(e) Experience and Qualifications 20%

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?

4. How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

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 letters of reference from previous clients?
4. How reasonable are the firm's cost estimates?
5. 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 15%

Overall, a maximum of 15% 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

Attachment A: Proposal Form

Attachment B: Debarment Form

Attachment C: RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1 and Tab 2

Attachment A
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

RFP 34147 WPC IP & FOG Software 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 90 days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____



**Attachment B
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. #** _____