

# FLINT HILLS REGION

## FLINT HILLS REGIONAL COUNCIL REQUEST FOR PROPOSALS (RFP)

for

**WEB APPLICATION DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT RFP No. 21-01**

**Issued: March 30, 2021**

### PROPOSAL SUBMISSION DEADLINE:

**E-mailed or Postmarked by Thursday, April 30, 2021 or Delivered by 5pm CST**  
*NO LATE PROPOSALS WILL BE ACCEPTED*

#### Pre-Proposal Conference will be held online:

Flint Hills Regional Council, Inc. (FHRC) is inviting you to a scheduled Zoom meeting.

Topic: Pre-Proposal Conference - FHRC Needs Assessment System

**Time: Apr 8, 2021 01:00 PM (CST)**

Join Zoom Meeting

<https://us02web.zoom.us/j/84335544018>

Meeting ID: 843 3554 4018

One tap mobile

+12532158782,,84335544018# US (Tacoma)

+13462487799,,84335544018# US (Houston)

#### RETURN THIS COVER SHEET WITH RESPONSE (by 5 PM April 30, 2021 IN ONE OR MORE OF THE FOLLOWING METHODS:

FLINT HILLS REGIONAL COUNCIL  
PO BOX 514  
OGDEN, KANSAS 66517

AND/OR emailed to [christy@flinthillsregion.org](mailto:christy@flinthillsregion.org)

Or Hand-Deliver to: 1834 Cedar Crest Dr, Manhattan, KS  
66503 5pm CST

#### NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

For Additional Information:  
Christy Rodriguez, Executive Director  
[christy@flinthillsregion.org](mailto:christy@flinthillsregion.org)

## Request for Proposals

The Flint Hills Regional Council (FHRC) invites participation in this Request for Proposals (RFP) for experienced and qualified contractor to provide web application development services to create a content management system designed to collect, review and prioritize information about unfunded needs related to COVID-19 recovery and resiliency efforts from multiple entities throughout the Flint Hills Region.

The Flint Hills Regional Council, Inc. is a non-profit 501(c)3 serving as a voluntary service association of local Kansas governments to provide services of mutual benefit to the region that are best gained from cooperation and partnership. The mission is to enhance economic viability and improving collaboration in the Flint Hills. A significant component of this mission includes Regional Recovery and Resiliency coordination efforts.

The Flint Hills Regional Council is seeking these services to provide the efficient and safe collection and ranking of unfunded needs as it relates to regional recovery and resiliency and overall economic and community development needs that will contribute to recovery and resiliency for our Region. The successful contractor will secure a Professional Services Agreement with the Flint Hills Regional Council, if an award is made from this RFP.

### 1.0 **SUBMISSION OF PROPOSALS**

1.1 Responding contractors shall submit the proposal **via e-mail OR** one (1) original hard copy proposal with flash drive of all Proposal documents saved in PDF or Microsoft Office Suite formats, in sealed packages adequate to contain and protect the proposals within. Proposer's name and address as well as the RFP number and title shall be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

#### 1.2 **E-mail OR Mail Responses to the Following Address:**

**E-mail:**

Christy@flinthillsregion.org

**Mail:**

Flint Hills Regional Council, Inc.  
PO Box 514  
Ogden, Kansas 66517

**Or Hand-Deliver:**

Flint Hills Regional Council, Inc.  
1834 Cedar Crest Dr.  
Manhattan, KS 66503

### 2.0 **DELIVERY OF PROPOSALS**

Proposals shall be e-mailed, postmarked, or hand-delivered no later than **Thursday, April 30, 2021** to address provided above by **5pm, CST**. The submitting Proposer is responsible for the means of delivering the proposals to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer will be the responsibility of the Proposer. Proposals shall be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date will be stamped on hand-delivered submittals to track timely submittals. **Late Proposal documents will not be accepted under any circumstances.**

### **3.0 PROPRIETARY INFORMATION**

- 3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.
- 3.2 Proposers are advised that the FHRC, to the extent permitted by law, will protect the confidentiality of their Proposals. Proposer shall consider the implications of the Kansas Open Records Act, particularly after the RFP process has ceased and the Contract has been awarded.

### **4.0 COMPLETION OF RESPONSES**

- 4.1 Information presented in the Proposals will be used to evaluate the qualifications of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the Flint Hills Regional Council.
- 4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

### **5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP shall be requested from Christy Rodriguez, Executive Director, by **April 14, 2021 by 5pm CST.**
- 5.2 If the FHRC, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the FHRC, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 5.3 Requests for explanations or clarifications may be emailed to [christy@flinthillsregion.org](mailto:christy@flinthillsregion.org). Emails shall clearly identify the RFP Number and Title in the subject line of the e-mail.
- 5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Proposers shall acknowledge receipt of all addenda within the responses.

### **6.0 WITHDRAWAL OF PROPOSALS**

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

**7.0 AWARD OF CONTRACT**

7.1 It is understood that the FHRC reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the Flint Hills Regional Council.

Receipt and consideration of any Proposals shall under no circumstances obligate the FHRC to accept any Proposals or award any contract for service. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

7.2 The FHRC reserves the right to award a single contract or multiple contracts to meet the needs of the listed Scope of Work.

**7.3 Tentative Schedule of Events**

RFP Release Date	Monday, March 30, 2021
Pre-Proposal Conference	Thursday, April 8, 2021, 1:00 PM (CST)
Deadline for Questions	Wednesday, April 14, 2021, 5:00 PM (CST)
Proposals Due Date	Thursday, April 30, 2021 by 5:00 PM (CST)
Proposals Evaluated	April 30, 2021 through May 10, 2021
Contract Negotiations	May 10, 2021 through May 14, 2021
Board Approval	May 17-21, 2021
Contract Execution	May 21, 2021 through May 28, 2021
Services Begin	Upon full execution of agreement

Note: Contract Negotiations, Board Approval and Contract Execution timeline may be expedited prior to these dates depending on the number of proposals received and ability to obtain Board approval prior to regular scheduled meeting.

**8.0 PERIOD OF ACCEPTANCE**

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the FHRC, constitutes a valid and binding contract as to any and all items accepted in writing by the FHRC. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

**9.0 TAX EXEMPTION**

The FHRC is exempt from Federal Excise and State Sale Tax; therefore, tax shall not be included in any contract that may be awarded from this RFP.

**10.0 COST INCURRED IN RESPONDING**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the FHRC shall be the sole responsibility of and shall be borne by the participating Proposers.

**11.0 NEGOTIATIONS**

The FHRC reserves the right to negotiate all elements that comprise the successful proposer’s response to ensure that the best possible consideration be afforded to all concerned.

**12.0 CONTRACT INCORPORATION**

The contract documents shall include the RFP, the Response to the RFP, the FHRC’s Service Agreement and such other terms and conditions as the parties may agree.

**13.0 NON-ENDORSEMENT**

If a Proposal is accepted, the successful Proposer, hereinafter “Operator,” shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the Flint Hills Regional Council’s endorsement of the successful Proposer’s services.

**14.0 UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Proposers’ contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the FHRC or officials of FHRC members or associated officials other than the Executive Director of the FHRC, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the FHRC Board of Directors, members of the RFP evaluation, interview, or selection panels, FHRC staff (other than the Executive Director), or directly or indirectly through others, seek to influence any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**15.0 PROPOSAL EVALUATION PROCESS**

**15.1** An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more contractors/firms, and may recommend one or more firms to the Board of Directors. Selection of a contractor/firm may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**15.2** The FHRC's evaluation panel will review all responsive submittals and select the best evaluated proposals for further interview.

**15.3** Proposals will be evaluated and rated according to the following scale for all factors except for the Cost.

- 1 Does not meet needs or minimum goals or standards
- 2 Meets minimum goals or standards
- 3 Exceeds required goals or standards
- 4 Exceeds required goals or standards and provides an exceptional value to the FHRC

- 15.4 Points will be allocated to proposals based on the average rating received from the evaluation panel members. The maximum points available for each evaluation factor are listed in section 16.0 below.
- 15.5 The FHRC anticipates selecting Proposer(s) that will be recommended to the Board of Directors for award of a contract to provide the requested services to the Flint Hills Regional Council.
- 15.6 The FHRC reserves the right to reject any or all proposals.

**16.0 PROPOSAL EVALUATION FACTORS**

- 16.1 Contractor's Qualifications and Relevant Experience – up to 35 points available
- 16.2 Extent to which the services offered meet or exceed the FHRC’s requirements – up to 20 points available
- 16.3 Time required to complete scope of work – 10 points available
- 16.4 Best Value to provide specified services – up to 25 points available
- 16.5 Certified Small/Disadvantaged and Minority or Women-Owned Business - 10 points available

**17.0 GENERAL PROVISIONS**

The Contractor may not assign its rights or duties under an award without the prior written consent of the FHRC. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

**18.0 ERRORS OR OMISSIONS**

The Contractor will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Contractor shall promptly notify the FHRC Executive Director in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

**19.0 TERMINATION**

- 19.1 If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the FHRC with a thirty (30) day written notice prior to cancellation. In the event of termination, the Flint Hills Regional Council reserves the right to award a contract to the next ranked/best Operator as it deems to be in the best interest of the Flint Hills Regional Council.
- 19.2 Further, the Flint Hills Regional Council may cancel this contract without expense to the FHRC in the event that funds have not been appropriated for expenditures under this contract. The FHRC will return any delivered but unpaid goods in normal condition to the Contractor.

**20.0 TERMINATION, REMEDIES, AND CANCELLATION**

Right to Assurance. Whenever the FHRC has reason to question the Contractor's intent to perform, the FHRC may demand that the Contractor give written assurance of Contractor's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the FHRC may treat this failure as an anticipatory repudiation of the contract.

**21.0 CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the FHRC and approved by FHRC Board of Director.

**22.0 VENUE**

The agreement(s) will be governed and construed according to the laws of the State of Kansas.

**23.0 CONFLICT OF INTEREST**

No public official shall have interest in this contract.

**24.0 CONTRACT CONSTRAINTS AND CONDITIONS**

**24.1.** All services shall be provided in accordance with applicable requirements, laws of the State of Kansas, and applicable federal laws.

**24.2.** The Contract(s) awarded from this RFP shall be executed to cover the initial web application development and maintenance, support and web hosting for a one-year term with a one (1) one-year option to renew agreement to continue maintenance, support and web hosting services at the FHRC's sole discretion. Renewal options shall be exercised in writing by the FHRC.

**25.0 INVOLVEMENT OF MINORITY AND BUSINESS ENTERPRISES (MWBE)**

Certified small/disadvantaged and minority or women-owned businesses are encouraged to submit proposals for consideration, as ten points will be granted to businesses that meet this requirement.

**25.0. PAYMENTS**

**25.1.** All payment terms shall be "Net 30 Days" from receipt of invoices unless otherwise specified in the proposal.

**25.2.** Invoices shall be submitted to the Flint Hills Regional Council no more frequently than every two weeks following completion of the milestone/work by the Contractor, inspection, and acceptance of the work.

**25.3.** Discrepancies from work requirements shall be corrected and accepted by the FHRC before submission of an invoice for the work.

**26.0. CHANGE IN COMPANY NAME OR OWNERSHIP**

The Contractor shall notify the FHRC Executive Director, in writing, of a company name, ownership, or address change for the purpose of maintaining updated records. The president of the company or authorized official shall sign the letter. A letter indicating changes in a company name or ownership shall be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

**27.0. BACKGROUND**

The Flint Hills Regional Council (FHRC) serves local Kansas governments to provide services of mutual benefit to the Flint Hills Region that are best gained from cooperation and partnership. The mission is to enhance economic viability and improve quality of life in the Flint Hills. The FHRC also serves as the administrator of a seven-county Flint Hills Economic Development District as designated by the Economic Development Administration.

In this role, and as a result of COVID-19, the Flint Hills Regional Council is playing a significant role in regional recovery and resiliency for seven counties and more than 25 member jurisdictions. A significant component of this mission includes Regional Recovery and Resiliency coordination efforts, identifying needs and seeking resources to reduce the overall impact of COVID-19 and work towards recovery.

Although CARES Kansas Spark Task Force funding has assisted greatly in the first few months, recovery will be a long-term effort and the Region will continue to have unfunded needs that need to be further identified and funded in order to recover. The Flint Hills Regional Council's goal is to develop and populate a web-based application/database in which multiple entities are able to view and enter data related to their unfunded need. And then these unfunded needs would be reviewed, approved or denied by appropriate representatives from each entity through an approval work-flow process. The unfunded need would then be reviewed and prioritized by appropriate parties.

The Flint Hills Regional Council staff would then work to research and align funding and/or funding strategies for each need identified. The web-based application would serve as a database of baseline information about each need so that when a funding opportunity arises, staff is better prepared to pounce on the funding opportunity, which often times has had a quick turn-around due to the urgency associated with the COVID-19 pandemic. This application is critical to our success in bringing additional resources to our region.

**28.0. OBJECTIVE**

**28.1.** The FHRC is seeking Contractor that can and will provide competitive pricing, excellent web application development services and exceptional customer service.



## 29.0 **SCOPE OF WORK**

The FHRC requests proposals to:

**29.1. Develop a web application development system** would serve as a “needs assessment system” that should:

- 29.1.1. Be designed for multiple entities to enter data and upload attachments
- 29.1.2. Include an audit log to track the date and time the unfunded need is entered into the system
- 29.1.3. Work-flow review and approval process that would enable specific representatives from each identified entity (~25 jurisdictions and potentially other organizations invited to participate) the option of reviewing and approving unfunded needs entered into the system based on specific criteria.
- 29.1.4. Capacity to expand the number of users should our membership or Friends of the Flint Hills Regional Council continue to grow
- 29.1.5. Ability to categorize each type of unfunded need
- 29.1.6. Data fields to track the prioritization of each entry so that a Board has the ability to track notes and overall prioritization of each entry
- 29.1.7. Flexibility for database administrators to add, modify and/or delete unfunded needs on behalf of representatives
- 29.1.8. Adequate space for user to enter justification as to why the entity needs the good/service being entered, the estimated cost of the good/service, potential funding source(s), method of tracking funding status of each and other fields as determined by planning team.
- 29.1.9. Secure administration control panel to administer various site settings
- 29.1.10. User-management to control different levels of privileges for both internal and external users of the system.
- 29.1.11. Integrated security encryption technology
- 29.1.12. Other capabilities as determined through further discussion by the planning team.

**29.2. Maintenance and Support** and any desired **application updates and enhancements.**

**29.3. Web-hosting** including SQL Server database

**29.4. OPTIONAL SERVICES – (To be priced separately)**

**29.4.1. Training:** Contractor to provide 1-2 training sessions for staff and other representatives.

## 30.0 **PROPOSAL RESPONSES**

**30.1.** Proposals shall include:

- 33.0.1 **Qualifications, Experience and References** to accomplish Scope of Work.
- 33.0.2 **Proposed Approach** - Detailed summary of the approach used to carry out the scope of work as outlined to develop the requested deliverables.
- 33.0.3 **Proposed Timeline** to Complete the Scope of Work
- 33.0.4 **Cost Proposal** - Detailed cost breakdown associated with each element
- 33.0.5 Certification of **Small/Disadvantaged and Minority or Women-Owned Business** (if applicable)