

FLINT HILLS
REGION

FLINT HILLS REGIONAL COUNCIL
REQUEST FOR PROPOSALS (RFP)

for

PERFORMANCE MEASURE MANAGEMENT/ ONLINE DASHBOARD SOFTWARE

RFP No. 22-01

Issued: January 14, 2022

PROPOSAL SUBMISSION DEADLINE: February 14, 2022

E-mailed or Postmarked by Monday, February 14, 2022

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

Time: January 21, 2022 - 1:00 PM (CST)

Join Zoom Meeting

<https://us02web.zoom.us/j/89734532070>

Meeting ID: 897 3453 2070

One tap mobile

+13017158592,,89734532070# US (Washington DC)

+13126266799,,89734532070# US (Chicago)

**RETURN THIS COVER SHEET WITH RESPONSE
(by 5 PM February 14, 2022 IN ONE OR MORE OF
THE FOLLOWING METHODS:**

FLINT HILLS REGIONAL COUNCIL
PO BOX 514
OGDEN, KANSAS 66517

AND/OR emailed to marissa@flinthillsregion.org

NAME AND ADDRESS OF COMPANY SUBMITTING
PROPOSAL:

Contact Person: _____

Title: _____

Phone: _____

E-mail: _____

Signature: _____

Printed Name: _____

For Additional Information:

Marissa Jones-Flaget, Recovery & Resiliency Planner

marissa@flinthillsregion.org

Request for Proposals

Flint Hills Regional Council, Inc. (FHRC) invites participation in this Request for Proposals (RFP) for experienced and qualified vendor(s) and/or contractor(s) to provide performance measure management / online dashboard software to assist with tracking implementation progress of a strategic plan.

FHRC 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.

Vendor(s) and/or contractor(s) are invited to participate in this RFP in part or in full. The successful contractor(s) and/or vendor(s) will secure an agreement with FHRC 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:

marissa@flinthillsregion.org

Mail:

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

2.0 **DELIVERY OF PROPOSALS**

Proposals shall be e-mailed or postmarked no later than **Monday, February 14, 2022** to address provided above by **5 PM, 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. **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. The 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 FHRC.
- 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 Marissa Jones-Flaget, Recovery & Resiliency Planner, by **January 28, 2022 by 5 PM 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(s) are not binding.
- 5.3 Requests for explanations or clarifications may be emailed to marissa@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 FHRC.

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	Friday, January 14, 2022
Pre-Proposal Conference	Friday, January 21, 2022, 1:00 PM (CST)
Deadline for Questions	Friday, January 28, 2022, 5:00 PM (CST)
Proposals Due Date	Monday, February 14, 2022 by 5:00 PM (CST)
Proposals Evaluated	February 14, 2022 through February 17, 2022
Board Approval & Contract Negotiations	February 17, 2022 through February 21, 2022
Contract Execution	February 21, 2022 through February 25, 2022
Services Begin	Upon full execution of agreement

Note: Contract Negotiations, Board Approval and Contract Execution timeline may be adjusted depending on the number of proposals received and ability to obtain Board approval. The timeline may also be delayed as well depending on availability of evaluation committee to review and score each proposal.

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, 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 FHRC's endorsement of the successful Proposer's services.

14.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Operators' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the FHRC, officials of FHRC members, or associated officials other than the Recovery & Resiliency Planner 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 Operators 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 Recovery & Resiliency Planner), or directly or indirectly through others, seek to influence any matters pertaining to this solicitation, except as herein provided. If a representative of any Operators violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Operators 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 RFP, may interview one (1) or more contractors/vendors, and may recommend one (1) or more contractors/vendors to the Board of Directors. Selection of a contractor/vendor may be made without discussion with Operators after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

15.2 The FHRC's evaluation committee 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 committee members. The maximum points available for each evaluation factor are listed in Section 16.0, below.

15.5 The FHRC anticipates selecting Operator(s) that will be recommended to the Board of Directors for award of a contract to provide the requested services to the FHRC.

15.6 The FHRC reserves the right to reject any or all proposals.

16.0 **PROPOSAL EVALUATION FACTORS**

16.1 Contractor's/Vendor's Qualifications and Relevant Experience – up to 45 points available

16.2 Time required to complete Scope of Work – 25 points available

16.3 Best Value to provide specified services – up to 25 points available

16.4 Certified Small/Disadvantaged and Minority or Women-Owned Business – 5 points available

17.0 **GENERAL PROVISIONS**

The Contractor(s) and/or Vendor(s) 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(s) and/or Vendor(s) 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(s) and/or Vendor(s) shall promptly notify the FHRC Recovery & Resiliency Planner 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 the RFP response is to be submitted.

19.0 **TERMINATION**

19.1 Any contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered are terminated by the FHRC with a thirty (30) day written notice prior to cancellation. In the event of termination, the FHRC reserves the right to award a contract to the next ranked/best Operator as it deems to be in the best interest of the FHRC.

19.2 Further, the FHRC 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(s) and/or Vendor(s).

20.0 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the FHRC has reason to question the Contractor's/Vendor's intent to perform, the FHRC may demand that the Contractor/Vendor give written assurance of Contractor's/Vendor'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 Directors.

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: (1) initial software procurement, launch, and support for a two (2) year term with an option to renew agreement to continue maintenance and support on a year-to-year basis at the FHRC's sole discretion. Renewal options shall be exercised in writing by the FHRC. Proposals should outline 1) cost for procurement of software, launch and first-year maintenance and support; and 2) cost for second-year / annual maintenance and support separately.

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 five (5) points will be granted to businesses that meet this requirement, and must submit certification as verification as component of the proposal.

26.0 PAYMENTS

26.1. All payment terms shall be "Net 30 Days" from receipt of invoices unless otherwise specified in the Proposal.

26.2. 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.

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

27.0 CHANGE IN COMPANY NAME OR OWNERSHIP

The Contractor shall notify the FHRC Executive Director and/or Board President, 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.

28.0 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. FHRC's mission is to enhance economic viability and improve quality of life in the Flint Hills. The FHRC also serves as the administrator of the seven (7) county Flint Hills Economic Development District (FHEDD), as designated by the Economic Development Administration (EDA).

Given its purpose and mission, the FHRC recently completed the 2021-2026 Flint Hills Economic Development District Plan representing seven (7) counties. To support the District's plan implementation and communication regarding accomplishments to members and partner organizations, the FHRC is seeking an online dashboard to track initiative progress, as well as, a few key performance measures.

The FHRC has two (2) primary goals with this project: (1) to procure & launch a software solution(s) that supports the region's effort in tracking plan progress through an online dashboard. (2) create an easy-to-use & efficient method for designated users to report progress using a drill down approach with reporting capabilities making it easy for the end-user to understand progress at both an overall snapshot & more detailed level by geographic area.

29.0 PROJECT OBJECTIVE - The primary objective of the software is to collect and store plan progress data and facilitate a wide variety of reporting on that data. The software should provide robust report writing and search capabilities, with the ability to link measures to specific categories. Key fields would include strategic direction category, strategy, action item, geographic area, primary responsibility, participating partners, progress status, etc.).

The functional objectives for a software solution include but not limited to:

- 29.1.** The selected software must be a commercial off-the-shelf solution that has been successfully implemented in at least five (5) public agencies within the past five (5) years
- 29.2.** The FHRC intends to select a single contractor/vendor.
- 29.3.** It is preferred to select a fully integrated system which has functionality to meet standard performance measurement data acquisition, analysis, and reporting needs.
- 29.4.** The FHRC prefers solutions that require no modification to base code, but are highly configurable to meet the needs.
- 29.5.** The use of custom software components will be permitted only when a commercial off-the-shelf solution is not available.
- 29.6.** The FHRC prefers that the solution be web accessible.

30.0 SCOPE OF WORK

Required Services/Deliverables:

The vendor's proposed software solution is expected to address and accomplish the following.

Vendors are to address each in their proposal:

Product Project Success Factors:

- 30.1. Data conversion including documented methodology to convert existing data in Microsoft Excel to the new system.
- 30.2. Creation of scorecards with Red/Yellow/Green performance indicators with associated timeline categories. Implementation of various scorecards and reports.
- 30.3. Ability to create a dynamic method to display charts and graphs both inside and outside of the application, or equivalent solution to view charts and graphs by each reporting period (anticipated to be quarterly or bi-annually)

Basic Deliverables:

- 30.4. Provide a short description of your product, including the current version number.
- 30.5. Training for staff and end-users, as applicable.
- 30.6. If a hosted or cloud-based solution, provide method of FHRC staff in accessing underlying data. Describe the advantages/disadvantages of hosted vs. cloud based.
- 30.7. Ongoing technical support.
- 30.8. In addition, the vendor will also address the capability of their software for the following items:
 - Manual data entry
 - Report design & queries
 - Audit
 - Security
 - Interfaces
 - System configuration
- 30.9. List additional services that would be valuable to the success of this project. Include appropriate detail to show the value added. Cost of the services shall also be detailed in your proposal.
- 30.10. **Maintenance and Support** -List maintenance and support cost for year-one and annual cost post the first-year.
- 30.11. **OPTIONAL SERVICES – (To be priced separately)**
 - 30.11.1. **Training:** Vendor to provide one (1) onboarding/training session for FHRC staff and Board that can be recorded and shared with members and partners.

31.0 PROPOSAL RESPONSES

31.0. Proposals shall include:

31.1.1. Qualifications, Experience and References to accomplish Scope of Work.

31.1.2. Proposed Approach - Detailed summary of the approach used to carry out the Scope of Work as outlined to develop the requested deliverables.

31.1.3. Proposed Timeline to complete the Scope of Work

31.1.4. Cost Proposal - Detailed cost breakdown associated with each element

31.1.5. Certification of Small/Disadvantaged and Minority or Women-Owned Business (if applicable)