

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE DEPARTMENT

Purchasing Department
100 N. Broadway, Suite 610 ~ Wichita, KS 67202
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https://www.sedgwickcounty.org/finance/purchasing/ requests-for-bid-and-proposal/

REQUEST FOR PROPOSAL RFP #23-0053 MANAGEMENT INFORMATION SYSTEMS (MIS) FOR OLDER AMERICANS ACT (OAA) NUTRITION PROGRAMS

July 28, 2023

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Management Information Systems (MIS) for Older Americans Act (OAA) Nutrition Programs. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, August 22, 2023.

All contact concerning this solicitation shall be made through the Purchasing Department. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Theresa Rhodes

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ARPA Purchasing Agent

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I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Central Plains Area Agency on Aging (CPAAA) is looking for a firm to provide a management information system (MIS) for Older Americans Act (OAA) funded nutrition programs in Butler, Harvey and Sedgwick Counties. Having a uniform MIS system for CPAAA's contracted nutrition providers to utilize for program management and daily operations will help to promote integrity and efficiencies of programs while aligning with the overall goals and mission of the organization and OAA.

CPAAA's mission: Assisting seniors, caregivers, persons with disabilities, and individuals with low income to achieve improved health and greater independence.

What Does CPAAA Do? CPAAA is a government agency administered by Sedgwick County with funding from Federal, State and Local government to assist older Kansans in Butler, Harvey and Sedgwick Counties with long-term care and support services including local programming offered by this agency and contracted partners. CPAAA provides information, assistance and support to help older adults, caregivers and adults with disabilities to learn about their long-term care options and resources available to them through CPAAA or other government and private businesses. CPAAA grants out federal funding to local agencies to provide services to meet the needs of the community. The MIS service we are seeking in this RFP are related to the home delivered and congregate meal programs. Currently five providers are funded to provide the nutrition programs; the MIS system will be utilized by all five providers and CPAAA staff to manage and report services.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Management Information Systems (MIS) for Older Americans Act (OAA) Nutrition Programs. The following objectives have been identified for this contract:

- 1. Acquire MIS meeting the parameters, conditions and mandatory requirements presented in the document.
- 2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- 3. Acquire MIS with the most advantageous overall cost to the county.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate with an electronic response, the RFP number must be entered in the subject line and email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

Should you elect to participate with a physical response, the response must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Theresa Rhodes

Sedgwick County Purchasing Department 100 N. Broadway, Suite 610 Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, August 22, 2023.** If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your proposal, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:15 pm CDT on the due date. No information other than the respondent's name will be disclosed at Bid Opening. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these proposals are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:15 pm.

V. Scope of Work

Central Plains Area Agency on Aging (CPAAA) is seeking a vendor to provide a management information system (MIS) for Older Americans Act (OAA) funded nutrition programs in Butler, Harvey and Sedgwick Counties. Having a uniform MIS system for CPAAA's contracted nutrition providers to utilize for program management and daily operations will promote integrity and efficiencies of programs while aligning with the overall goals and mission of the organization and OAA. The selected firm should provide purpose-built interfaces for nutrition programs, volunteer coordination and aging services.

- System Integration for all CPAAA contracted nutrition program providers to integrate existing data into a new uniform centralized system.
- Real-time electronic congregate and home-delivered meal count tracking of meals served daily.
- Real-time kitchen administration for menu planning, meal reservations, orders, cancellations, changes, review, tracking and reporting.
- Route Coordination for delivery of meals to include daily route optimization, electronic real-time route tracking and printable route sheets.
- Advanced customizable reporting for retrieval of demographics, participant counts, meal counts, billing, accounting, etc.
- Web-Based software, accessible by multiple users, mobile devices accessibility, real-time updates and information.
- Easy-to-use system for volunteers and employees.

- Multiple user roles and permissions for administrators, supervisors, site coordinators, assessors, accounting, clerical support/data entry, volunteers/drivers, etc.
- Training and Technical Support for providers and volunteers.
- Volunteer management, tracking, reporting and communication.
- Secures protected health information (PHI) through Health Insurance Portability and Accountability Act (HIPAA) compliance standards.
- Complies with security and technical requirements at the local, state and federal levels.

This is a grant funded project. The budget for this project is \$75,000.00.

VI. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Theresa Rhodes at Theresa.Rhodes@sedgwick.gov by 5:00 pm CDT, August 4, 2023. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this RFP number by 5:00 pm CDT, August 11, 2023. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of five (5) years' experience in providing services similar to those specified in this RFP.
- 2. Have an understanding of industry standards and best practices.
- 3. Have experience in managing projects of comparable size and complexity to that being proposed.
- 4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
- 5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
- 6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 7. Provide project supervision (as required) and quality control procedures.
- 8. Have appropriate material, equipment and labor to perform specified services.
- 9. Park only in designated areas and display parking permit (if provided).
- 10. Wear company uniform or ID badge for identification purposes.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
a. Experience providing Older Americans Act funded Nutrition MIS services	35
b. Components provided in system meet/exceed requirements	35
c. Cost	30
Total Points	100

Assume the following cost proposals (examples only)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A.	\$38,000.00 divided by \$50,000.00 = .76	.76*10	7.6 points
В.	\$38,000.00 divided by \$38,000.00 =1.00	1.00*10	10 points
C.	\$38,000.00 divided by \$49,000.00= .77	.77*10	7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	July 28, 2023
Questions and clarifications submitted via email by 5:00 pm CDT	August 4, 2023
Addendum Issued by 5:00 pm CDT	August 11, 2023
Proposal due before 1:45 pm CDT	August 22, 2023
Evaluation Period	August 23 – September 8, 2023
Board of Bids and Contracts Recommendation	September 14, 2023
Board of County Commission Award	September 20, 2023

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years.

County may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/55477/payment-and-invoice-provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (must be acknowledged on the proposal response form).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or i	ts equivalent):
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
Required /X Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

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Cyber and Privacy Liability:			
X Required / Not Required			
Vendor shall provide and maintain the following insurance Cyber/ Network Security and Privacy Liability Insurance in an amount of not less than \$1,000,000 combined single limit to cover civil, regulatory and statutory damages, contractual damage, as			
well as data breach management exposure, and any loss of income or extra expense	1		
as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal			
information, as well as confidential information of County or confidential	1		
information of in County's possession.	\$1,000,000.00		
, <u>, , , , , , , , , , , , , , , , , , </u>	\$1,000,000.00		
Technology Errors & Omissions:			
X_ Required / Not Required			
Insurance covering all services being performed by Vendor for the County and arising out of Vendor's failure to perform, error or omission, or professional negligence as well as any professional services by a subcontractor(s) of the Vendor. This Insurance shall include any obligations to indemnify for failure to perform professional services intellectual property infringement. The Technology Errors & Omissions Insurance shall be maintained with minimum limits of \$1,000,000 USD each claim and in the aggregate during the course of this contract and for up to three-years post the			
completion of this contract	\$1,000,000,00		

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent	
	modifications and cost of materials supplied and installed by others,	
	comprising the total value for the entire Project on a replacement cost basis	
	without optional deductibles. Entity, contractor, and all Subcontractors shall	
	be included as named insured's.	

G. <u>Indemnification</u>

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. <u>Confidential Matters and Data Ownership</u>

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. Proposal Conditions

https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions
https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor

https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

Federal Certifications Addendum Sedgwick County

 $\frac{https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-2020-no-signature-line.pdf$

Suspension and Debarment

https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/

Appendix C - ARPA

https://www.sedgwickcounty.org/media/62418/appendix-c-arpa.pdf

VIII. Required Response Content

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The firm's relevant experience, notably experience working with government agencies.
- 3. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
- 4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 5. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- 6. Proof of insurance meeting minimum insurance requirements as designated herein.
- 7. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR PROPOSAL RFP #23-0053

MANAGEMENT INFORMATION SYSTEMS (MIS) FOR OLDER AMERICANS ACT (OAA) NUTRITION PROGRAMS

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME		
	CITY/STATE	
PHONE	FAX	HOURS
STATE OF INCORPORATION or ORG	SANIZATION	
WEBSITE ADDRESS	EMAIL	
NUMBER OF LOCATIONS	NUMBER OF PERSONS EMPLOYE	D
TYPE OF ORGANIZATION: Public Co	rporation Private Corporation	Sole Proprietorship
Partnership Other (Describe): _		
BUSINESS MODEL: Small Business	Manufacturer Distributor _	Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Business:	(Specify Below)
African American (05) Asia	nn Pacific (10) Subcontinent Asian (15)	Hispanic (20)
Native American (25) Othe	er (30) - Please specify	
Not a Woman-Owned Business:	Woman-Owned Business:(Sp	ecify Below)
Not Minority -Woman Owned (50)	African American-Woman Owned (55)	Asian Pacific-Woman Owned (60)
Subcontinent Asian-Woman Owned	(65)Hispanic Woman Owned (70)	Native American-Woman Owned (75)
Other – Woman Owned (80) – Pleas	se specify	
ARE YOU REGISTERED TO DO BUSI	NESS IN THE STATE OF KS:Yes	No
ACKNOWLEDGE RECEIPT OF ADDE	TATE OF KS WITH MINIMUM BEST RATI ENDA: All addendum(s) are posted to our RFB/R endum(s) related to this document by going to	
NO	NO	, DATED
submission format should be by order in wh	dges all requirements, terms, conditions, and sectionich sections are listed throughout the document. And in proposer's response. Exceptions to any part	All minimum and general requirements
Signature	Title	
Drint Nama	Dated	