


REQUEST FOR PROPOSAL

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|--|--|------|---------|
|  <p style="text-align: center;">JOHNSON COUNTY, KANSAS OFFICE OF FINANCIAL MANAGEMENT PURCHASING DIVISION 111 S. CHERRY, SUITE 2400 OLATHE, KS 66061-3486</p> | <p>RFP NO: 2008-036 DATE: June 13, 2008 PURCHASING ADMINISTRATOR: Brett M. Wood, CPPB PHONE NO: (913) 715-0593 FAX NO: (913) 715-0597 EMAIL: brett.wood@jocogov.org</p> | | |
| <p style="text-align: center;">RETURN RFP NO LATER THAN:</p> <p>OPENING DATE: June 27, 2008</p> <p>OPENING TIME: 2:00 PM Local Time on a clock designated by OFM Purchasing Division</p> | <p style="text-align: center;">RETURN RFP TO:</p> <p>OFFICE OF FINANCIAL MANAGEMENT PURCHASING DIVISION 111 S. CHERRY, SUITE 2400 OLATHE, KS 66061-3486</p> | | |
| <p>DESCRIPTION:</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold; margin: 20px 0;">Enterprise Event Scheduling Software & Services</p> <p>To respond to this RFP this cover sheet and the appropriate forms should be completed and submitted. The county is requesting one (1) original clearly marked as such, seven (7) copies, and one (1) electronic copy on media to be returned in response to this RFP.</p> <p style="text-align: center; margin: 20px 0;">INVOICE DISCOUNT TERMS</p> <p>Is a discount offered for prompt payment of invoices? YES ___ NO ___. If yes, please complete information below.</p> <p style="text-align: center; margin: 10px 0;">VENDOR TERMS: _____ % DISCOUNT PERIOD _____ DAYS NET _____ DAYS</p> <hr style="border-top: 1px dashed black;"/> | | | |
| MUST BE SIGNED TO BE VALID | | | |
| COMPANY: | DATE: | | |
| MAILING ADDRESS: | PHONE: | | |
| CITY | STATE: | ZIP: | E-MAIL: |
| SSN OR FEDERAL TAX NO: | TITLE OF AUTHORIZED REPRESENTATIVE: | | |
| AUTHORIZED SIGNATURE: | PRINTED NAME: | | |
| | DATE: | | |

JOHNSON COUNTY KANSAS
OFFICE OF FINANCIAL MANAGEMENT, PURCHASING
DIVISION
STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Office of Financial Management, Purchasing Division.
- b. **Amendment** means a written, official modification to a solicitation document or to a contract.
- c. **Attachment** applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the solicitation document for the physical receipt of sealed invitation for Bid/Request for Proposal by the Office of Financial Management, Purchasing Division.
- e. **Bidder** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.
- f. **Board of County Commissioners or BOCC** means the governing body of Johnson County, Kansas.
- g. **Buyer** means the procurement staff member of the Office of Financial Management, Purchasing Division. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- j. **County** means Johnson County, Kansas.
- k. **Exhibit** applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- l. **Invitation for Bid (IFB)/Request for Proposal (RFP)** means the procurement document issued by the Office of Financial Management, Purchasing Division, to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable and not mandatory.

2. OPEN COMPETITION

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of Financial Management, Purchasing Division, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirement, competitive bid process, etc., must be directed to the buyer from the Office of Financial Management, Purchasing Division as indicated on the first page of the bid/proposal. Such communication should be received at least seven calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by the Office of Financial Management, Purchasing Division, less than seven calendar days prior to the bid/proposal opening date may not be answered.

- b. Bidders are cautioned that the only official position of the County is that position which is stated in writing and issued by the Office of Financial Management, Purchasing Division, in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. The Office of Financial Management, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anti-competitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.
- d. The Office of Financial Management, Purchasing Division, reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an **amendment**.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders **must** examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the bid/proposal.
- e. All equipment and supplies offered in a bid must be new and of current production and available for marketing by the manufacturer unless the bid/proposal clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

- f. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
 - g. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- 4. SUBMISSION OF BIDS/PROPOSALS**
- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required, Invitations for Bid only (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Office of Financial Management, Purchasing Division, and officially clocked in no later than the exact opening time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
 - b. The sealed envelope or container containing a bid/proposal should be clearly marked on the outside with (1) the official bid/proposal number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
 - c. A bid may only be modified or withdrawn by signed, written notice which has been received by the Office of Financial Management, Purchasing Division, prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.
- 5. BID/PROPOSAL OPENING**
- a. Bid openings are public on the opening date and at the opening time specified on the bid/proposal document. In the case of Invitations for Bid, prices shall be read at the bid opening.
 - b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the Office of Financial Management, Purchasing Division. Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened, and will be returned unopened.
- 6. EVALUATION/AWARD**
- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the Office of Financial Management, Purchasing Division, to be in the best interests of the County.
 - b. Unless otherwise stated in the bid/proposal, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
 - c. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the lowest and best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal.
 - d. When evaluating a bid, the County reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
 - e. Any award of a contract shall be made by written notification from the Office of Financial Management, Purchasing Division.
 - f. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to the State of Kansas open record law.
 - g. The Office of Financial Management, Purchasing Division, reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.
- h. The Office of Financial Management, Purchasing Division, reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety, to waive any minor technicality or irregularities of bids/proposals received.
 - i. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.
 - j. Bidders who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at <http://ofm.jocogov.org/defaultpurch.htm>.
- 7. CONTRACT/PURCHASE ORDER**
- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
 - b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) the County's acceptance of the bidder's response in writing.
 - c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.
- 8. INVOICING AND PAYMENT**
- a. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Office of Financial Management, Purchasing Division.
 - b. Payment for all equipment, supplies, and services shall be made in arrears. Johnson County shall not make any advance deposits unless provided in the solicitation document.
 - c. The County assumes no obligation for equipment and supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.
 - d. The County and its agencies are exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the bid request shall be deemed to have been accomplished within the State of Kansas.
- 9. DELIVERY**
- Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.
- 10. INSPECTION AND ACCEPTANCE**
- a. No equipment, supplies, and/or services received by an agency of the County pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
 - b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
 - c. The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
 - d. The County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the County.

11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Office of Financial Management, Purchasing Division, (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defect.

12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

13. CANCELLATION/TERMINATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Office of Financial Management, Purchasing Division, may cancel the contract. At its sole discretion the Office of Financial Management, Purchasing Division, may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Office of Financial Management, Purchasing Division will issue a notice of cancellations terminating the contract immediately.
- c. If the Office of Financial Management, Purchasing Division, cancels the contract for breach, the Office of Financial Management, Purchasing Division, reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Office of Financial Management, Purchasing Division, deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. The Office of Financial Management, Purchasing Division, reserves the right to terminate the contract at any time for the convenience of the County, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

14. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the County, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If discrimination by a contractor is found to exist, the Office of Financial Management, Purchasing Division, shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists issued by the division until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

19. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold the BOCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

20. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

21. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.

22. HIPAA COMPLIANCE

All contracting parties hereby agree that they will comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

SPECIAL CONDITIONS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS JOHNSON COUNTY, KANSAS

1. **INSURANCE:** The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below (**SAMPLE CERTIFICATE ATTACHED**):
 - A. Professional Liability Insurance- including software errors and omissions
\$500,000 per occurrence and as an annual aggregate
 - B. Commercial General Liability
\$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum \$1,000,000 aggregate.
 - C. Workers' Compensation and Employer's Liability
 1. Workers' Compensation Statutory
(include all states endorsement)
 2. Employer's Liability \$100,000 each occurrence

Before entering into a contract , the successful bidder shall furnish to the Johnson County Risk Manager a Certificate of Insurance verifying such coverage and identifying the Board of County Commissioners, Johnson County, Kansas, its' officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make the County a partner or joint venturer with the contractor in its operations hereunder, nor does it apply to the Professional Liability coverage.

The Board of County Commissioners, Johnson County, Kansas, its' officers, commissions, agents and employees shall be named as additional insureds as respects: Liability arising out of acts performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles, leased, hired or borrowed by the contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

This RFP No. shall be referenced on the Certificate of Insurance.

Prior to any material change or cancellation, the Board of County Commissioners, Johnson County, Kansas, its' officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the Board of County Commissioners, Johnson County, Kansas, its' officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

2. TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS: Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the required insurance. If any successful respondent fails to furnish said documents within ten (10) calendar days, the award to that respondent may be withdrawn and awarded to the next lowest acceptable proposal.
3. CONTRACT PERIOD: The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
4. OPTION TO RENEW CONTRACT: The County reserves the sole right to renew said contract for one (1) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
5. CONTRACT PRICING: The prices quoted by the successful bidder shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon.
6. PAYMENT TERMS & RESERVE: The County may require that the successful respondent agree to payment terms that reserve 50% of the project cost until final acceptance of the completed contract. Terms for the remaining 50% are negotiable.
7. LICENSES AND PERMITS: The contractor shall be, without expense to the County, responsible for obtaining any necessary licenses and permits.
8. CODES AND REGULATIONS: All work within the scope of this request shall be completed by the successful bidder to all applicable current prevailing codes and regulations.
9. ADDITIONAL SERVICES: The County reserves the right to add additional services to this contract with the mutual consent of the contracting parties within the contract period.
10. NEGOTIATIONS: The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.
11. TRAVEL EXPENSES: The County will reimburse reasonable and necessary travel and related expenses to the successful contractor based on the following conditions: travel expenses for airline expenses for business class based on actual cost. Lodging, mileage, and food will be based on the GSA per diem rates for the Kansas City Metro region. All such expenses will be up to but not in excess of the per diem rate for this area based on actual receipts. The applicable GSA per diem information can be located at <http://ofm.jocogov.org/defaultap.htm>. Additional expenses such as ground transportation to and from the airport and vehicle rental may also be approved. All travel expenses are subject to the County's prior approval and must have receipts to verify expenses.
12. PUBLICITY CLAUSE: Respondent must obtain prior written approval from the County for use of information relating to the County or this Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
13. OWNERSHIP: Any work product or deliverable report or data provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate.
14. ELECTRONIC VERSION: The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Office of Financial Management, Purchasing Division, shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore respondents are cautioned that the hard copy of the bid/RFP on file in the Office of Financial Management, Purchasing Division governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

S A M P L E

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

INSURED

MUST INCLUDE CONTRACTOR/VENDOR
TO WHOM CONTRACT HAS BEEN AWARDED

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-------------------------------------|---|---------------|----------------------------------|-----------------------------------|---|
| | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> CONTRACTUAL | | | | GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PER PERSONAL & ADV INJURY \$ TERMS EACH OCCURRENCE \$ OF FIRE DAMAGE (Any one fire) \$ CONTRACT MOTOR VEH (Any one person) \$ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT \$ PER DAILY INJURY (per person) \$ TERMS MEDICAL INJURY (per accident) \$ OF PROPERTY DAMAGE \$ CONTRACT |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ |
| | EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FOR | | | | EACH OCCURRENCE \$ * AGGREGATE \$ * \$ |
| <input checked="" type="checkbox"/> | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 |
| | OTHER PROFESSIONAL LIABILITY/ ERRORS AND OMISSIONS LIABILITY | | | | LIMIT PER CONTRACT REQUIREMENTS |

S A M P L E

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

INCLUDE: RFP #

CERTIFICATE HOLDER

BOARD OF COUNTY COMMISSIONERS
JOHNSON COUNTY, KANSAS
C/O RISK MANAGER
111 SOUTH CHERRY, SUITE 2400
OLATHE, KS 66061-3441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~BE REQUIRED TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

~~AUTOMATICALLY WAIVED AND NO NOTICE SHALL BE REQUIRED TO BE GIVEN TO ANY PARTY OR ANY X KING X LUBOX X THE X COMPANY X ITS X AGENTS X OR X REPRESENTATIVES~~

AUTHORIZED REPRESENTATIVE

XX

A. INTRODUCTION

Johnson County Government is seeking proposals for an Event Management System that will allow citizens to register for County sponsored events via the internet. The events included in this request include, but may not be limited to, classes, demonstrations, lectures and or discussions. Approximately one-half of these events are free while the other half assesses fees that differ by event and department.

Johnson County is a full-service unit of local government serving a community of approximately 500,000 people, located in the northeastern portion of the State of Kansas. The county government consists of 33 departments operating under the supervision of the County Manager and five agencies operating under the oversight of separate governing bodies. Approximately 10 of these departments are interested in participating in the Event Management System, with the likelihood that others may be interested in the future. The departments and agencies interested in participating at this time include; Elections, Emergency Management, Environmental, Extension Council, Geriatric Education, Research & Training Institute (GERTI), Human Resources, Human Services and Aging (HS&A), Information Technology Services (ITS), Med-Act and Public Health.

B. SCOPE OF SERVICES

Johnson County is seeking to partner with a vendor that can provide the following services:

- Enterprise Event Scheduling software that meets the requirements listed in this RFP.
- Project management for all vendor resources during the software implementation phase.
- Assistance in implementing the software.
- End user and technical training for the software.
- End user and technical documentation which provide clear instruction on how to use the software and support the application.

C. JOHNSON COUNTY SOFTWARE IMPLEMENTATION METHODOLOGY

Johnson County uses a formal methodology to implement purchased vendor software applications. The selected vendor should anticipate expending time and providing resources to complete the following deliverables/activities where their participation is identified:

| Deliverable/Activities | Description | Responsible Party |
|---------------------------------------|--|--|
| Statement of Work (SOW) | The SOW describes the project approach, deliverables and who will complete them. | Johnson County will develop the SOW document in conjunction with selected vendor. |
| Project Management | Management of project resources, timeline, risks and issues, payment schedule. | Johnson County will manage the overall project with input from the selected vendor. Vendor will be expected to manage their own internal resources, timelines, etc. |
| Project Plan | The project plan identifies all tasks needed to complete the project, resources assigned, estimated work effort in hours, start and ending dates and percent complete. | Johnson County will develop the project plan using Microsoft Project with input from the selected vendor. Johnson County will manage the plan for the overall project with regular input from the selected vendor. |
| Weekly Project Status Reports | The Project Status Report provides an overall project status narrative, completed tasks for that week, new tasks and status of outstanding project issues. | The selected vendor will provide project status updates to Johnson County on a weekly basis. Johnson County will incorporate this information into a weekly status report for all project participants. |
| Issue Management | Tracking and resolution of issues which are impacting the successful implementation of the vendor's software. | Johnson County in conjunction with selected vendor. |
| End User and Technical Training | Formal training sessions which are targeted toward specific user and technical support groups. | Selected vendor. |
| System Installation and Configuration | Vendor application is installed and configured for use by Johnson County. | Selected vendor in conjunction with Johnson County. |
| Gap Analysis and Reconciliation | Comparison of RFP requirements to actual vendor software solution in order to identify missing functionality. | Johnson County will perform the initial gap analysis and document its findings. Johnson County will then work with the selected vendor to reconcile the gap. |

| | | |
|----------------------------------|--|---|
| Formal Acceptance Testing | Test case scenarios are developed and exercised, actual results are compared to expected results, identified problems are documented and resolved and retesting occurs as necessary. | Johnson County in conjunction with selected vendor. |
| Deliverable Acceptance Procedure | Project deliverables will be identified in the SOW. These deliverables will be considered complete when formal sign-offs are applied. | Johnson County in conjunction with selected vendor. |

D. DESCRIPTION OF EXPECTATIONS AND OPERATIONS

The selected application will:

- Provide a relational database that will maintain all information about current and future events offered by the County, registrant information. The application will also maintain a history of all events and participants,
- Provide a search capacity across all events, regardless of the department or agency that offers the event,
- Provide a calendar of events that illustrates all events for a given department or agency, as well as a calendar of all events offered by individual departments, as well as the County,
- Provide the necessary security to protect the integrity of the system data and ensure appropriate access based on criteria determined and enforced by the county;
- Provide a variety of standard and customizable reports, based on system data;
- Provide an attractive, easy to use and access web-based solution, or web-based interface, to allow the public, with various levels of computer literacy, to register for events.
- Provide a way to securely accept payment via the internet for events that charge for participation. The system must provide the ability for departments to also collect and record check or cash payments.

This list is illustrative of the functionality that will be required of the Event Management System, but is not an exhaustive list of all features that are required or desired by the County.

E. DEPARTMENT AND AGENCY DESCRIPTIONS

This following is brief description of each department or agency currently interested in participating in the Event Registration System project. A summary of the types of events offered, special needs and an approximate number of participants in each group and on an annual basis is also included. Each year there are approximately 55,000 members of the public who attend County sponsored events. These participants attend one or more of about 25,000 individual event sessions.

The information in this section is for illustration purposes only and is not an exhaustive list of requirements for each department or the County.

ELECTIONS

The Election Office is responsible for conducting all federal, state, and local elections. Each election involves numerous Election Day volunteers who must be trained, as required by the state. The state requires that the department maintain a history of those who attend the required training. The Elections Department would like the option to use the Event Registration system to allow validated Election Day volunteers to automatically be transferred to existing web based training immediately upon signing in. There is also a desire to perform physical resource planning. The number of election workers is large and appropriate off site facilities must be reserved for classroom training. This involves procurement of facilities with rooms large enough to handle large groups, PC presentation devices, digital phone lines, etc. Training groups can range between 8 and 300 people. The department trains approximately 1500 people per year. Since these are volunteers, class participants are paid a small stipend to attend the training.

EMERGENCY MANAGEMENT

The Emergency Management Department is responsible for the coordination of all actions within Johnson County which involve preparing for, responding to, recovering from and mitigating the impact of a crisis, major emergency or disaster. They offer 2 types of training, Operational classes, which are restricted to qualified Emergency Management personnel, and Public classes, which are available to the general population. Emergency Management needs the Event Management system to handle both types of training, but the restricted classes should not be available to the general public for selection. There are also certification requirements that must be tracked for those who attend the restricted classes. At the moment, most classes are free. Training groups vary in size from 100 to 200 people. The department trains about 1250 people per year.

ENVIRONMENTAL

The Environmental Department is responsible for the physical environment through enforcement of regulations and standards for minimizing, controlling, or eliminating sources of human disease and environmental pollution. The various divisions within the Environmental Department have unique needs. The divisions are: 1) Sanitation, 2) Laboratory, 3) Pollution Control, and 4) Radon Awareness. Several classes have certification requirements and others require that course grades be tracked. This department also needs the ability to provide event registration information in Spanish. Training classes vary in size from 8 to 70 people. They train about 1250 people per year in free classes and another 400 in fee based classes.

EXTENSION COUNCIL

The Extension Council is responsible for providing services to the public that may be summarized by its four major areas: 1) Agriculture and Natural Resources; 2) 4-H/Youth Development; 3) Family and Consumer Sciences; and 4) Community Development. The majority of classes offered are open to the public, with a few classes that have certification requirements. This department needs the ability to provide event registration information in Spanish. The Extension Council would also like to use the Event Registration system to handle meeting arrangements for its Program Development Committees (PDC's) which correspond to its four major areas. Training classes vary in size from 10 to 40 people. The department trains about 750 people per year. Approximately one half of its classes are free.

GERTI

GERTI (Geriatric Education Resource & Training Institute) is the educational arm of the Friends of Johnson County Nursing Center, (JCNC), Inc. GERTI's mission is to provide clinical and educational opportunities and resources in geriatric medicine and gerontology for care providers who serve the older population. There are currently 3 classes offered by GERTI. Two are fixed cost courses and one is a variable cost course depending on the number of non-certified attendees from a given institution. The Event Registration system must track Licensing and Certification information for each registrant. There are also specific reporting requirements for reimbursement from the State. Training classes vary in size from 10 to 40 people. They train about 300 people per year. Approximately 250 attend without charge.

HUMAN RESOURCES

Human Resources wishes to use the Event Management system for those courses that do not use Oracle to enroll or track training. Oracle is used to track internal County training. There are primarily 3 types of events offered by Human Resources that would use the Event Management system; 1) New Employee Orientation, 2) the Annual Employee Recognition Ceremony, and 3) Bring Your Child to Work Day. New Employee Orientation classes vary in size from 10 to 40 people. About 600 people in 29 sessions per year are trained in the New Employee Orientation. Typically 350 people take part in the Annual Recognition session and approximately 125 people take part in the Bring Your Child to Work Day. Fees are charged for those not being recognized at the Annual Employee Recognition Ceremony and for those participating in the Bring Your Child to Work Day.

HUMAN SERVICES AND AGING

The Johnson County Human Services and Aging Department (HS&A) provides essential human services as a safety net, targeting older adults, people with a disability and low-income families. Some of the more significant courses offered by HS&A include 1) Volunteer Driver Training Courses, 2) Senior Health Care Insurance Counseling for Kansans (SHICK), 3) Client Assessment Referral Evaluation (CARE), and 4) Volunteer Recognition Event. Classes vary in size from 1 to 5 people. About 200 people participate in HS&A events each year. The age range of participants is from 25 to 70 years old, with the majority over 60. Users of the Event Management system will require easy to read screens, with large fonts, plenty of "white space", and a system that is very easy to navigate. All courses are free.

INFORMATION TECHNOLOGY SERVICES

Johnson County Information Technology Services (ITS) provides information technology to meet the business needs of County departments. ITS offers training to Johnson County employees and those who work for City governments within Johnson County. Typical courses taught include multiple levels of Microsoft Excel, Access, and Word. Only non-Johnson County Employees would use the Event Management system. Johnson County employees use Oracle to register for ITS training. All others would use the Event registration system. All participants are charged a fixed fee for each course. This department charges for courses after the course completes. All classes are lecture based with a maximum of 12 attendees. Approximately 150 people attend these classes annually.

MED ACT

Johnson County's Med Act department provides county residents with emergency medical services. Med Act provides two types of training, 1) the Community Education Program and 2) the Certification Programs. Classes in the Community Education Program include Safety Always Matters (SAM), the Baby Sitting Club, and the File of Life. Typical classes range from 10 to 30 people. These classes are free and include between 20,000 and 25,000 people per year. The Certification Program includes various courses on CPR focused on areas such as the Lay Person or Health Care Provider, Advanced Cardiac Life Support (ACLS) and Pediatric oriented classes. The Event Registration system must track Certification information for each registrant. Typical classes range from 6 to 30 people. Certification courses charge a fee and include about 2,500 people a year. In addition, Med Act anticipates the need to use the Event Registration system for 30-40 other types of meetings and events each year.

PUBLIC HEALTH

The Public Health department is dedicated to the prevention of disease and the promotion of wellness for community residents. Two divisions within the Public health department anticipate use of the Event Management system, 1) Adult and Child Care Facilities, and 2) Health Education. The Adult and Child Care Facilities division runs classes such as Education Workshops for Nurses for credit and a variety of public classes on a number of health care topics. Approximately 120 people participate in the Nursing Workshops annually. The Health Education division operates classes for Daycare Providers, Regulatory classes, SIDS, Asthma Management, First Aid, and Adult Care among other topics. Each session may contain between 5 and 65 people. Approximately 23,000 people participate in this department's classes each year. Annually, about 150 participants pay a fee for classes taken. Users of the Event Management system for the Public Health department should be assumed to require easy to read screens, with large fonts, plenty of "white space", and a system that is very easy to navigate.

F. DESCRIPTION OF TECHNICAL ENVIRONMENT

The Johnson County Wide Area Network (WAN) supports over 40 facilities and 3500 PC's throughout the County. A description of the current technical environment is as follows:

Distributed Environment

Hardware: HP Servers (DL380, dual processor, 1GB RAM or more) HP Printers
Operating System: Active Directory 2003 Native Mode,
Windows 2000 Server and Windows 2003 server
(physical and virtual running on VMWare ESX 3.0)
Protocol: TCP/IP
Topology: Switched Ethernet 100/1000 Mb
Switching: Cisco
Routing: Cisco
SAN: EMC CX500 and HP EVA, Fiber channel switch and controllers
Backup: Veritas NetBackup 6.0

Web

Internet: 45 Mb Qwest
Circuit Types: QsteMan, Point to Point, DSL, ATM, Wireless
VPN: CISCO
Security: Cisco ASA
Antivirus: McAfee
Anti Spam: Ironmail
Secure Extranet: CISCO SSL VPN
Filtering: Websense

Desktop

Operating System: Win XP Service Pack 2
Hardware: Dell Pentium 500 and up; RAM 128 MB and up
Standard Software: Office Suite 2002, Office Suite 2003, Internet Explorer 6.0, Adobe Acrobat 5.0 and 6.0, Adobe Reader

Email

Microsoft Exchange 2003

Telecommunications

| | |
|--------------------|--|
| PBX: | Fujitsu, migrating to VoIP using Cisco hardware / Software |
| Voicemail: | Octel & Unity |
| Voice Applications | IPCelebrate, IPdialer, IPCC (IP Contact Center) |

Development/Application Support Environment

| | |
|----------------------|------------------------------|
| Database: | Microsoft SQL Server 2000 |
| Desktop Development: | VB.Net, Visual Basic 6.0 |
| Web Development: | ASP.Net |
| Reporting: | Crystal Reports 9.0 |
| Financial: | Oracle Business Suite 11.5.9 |

G. QUESTIONS FOR VENDORS

The following section asks for specific information that will be used to evaluate each vendor's software product. Vendors are expected to respond to all information requested and in the order presented. The completeness and simplicity of your response will be part of the evaluation process. Boilerplate material and brochures are not considered adequate as a response to the specific items.

Please provide the following information using Form 5 (except where otherwise noted):

1. Vendor Profile
 - 1.1 How long has your company been in business?
 - 1.2 Please provide your Dun & Bradstreet credit rating or credit history (including any bankruptcies).
 - 1.3 Has your company ever filed bankruptcy?
 - 1.4 Are there any current plans for merger, consolidation, sale of company, etc?
 - 1.5 Describe your company's organizational structure. Please include the number of FTE's in your company for the following roles: Project Management, Software Development, Technical Support, Training, Customer Support, Research and Development.
2. Vendor Experience
 - 2.1 How many installations of your software do you have?
 - 2.2 Can you provide us with the names of organizations using your software in or close to the Kansas City, Missouri metro area?
 - 2.3 Using Form 4, please list at least 3 recent installations that are comparable to Johnson County. Include:
 - Organization name
 - Contact name
 - Contact position
 - Contact phone number
 - Contact Email Address
 - 2.3 Please indicate which of the following services you provide related to your Event Registration Software system:
 - Programming & customization
 - Future product development
 - Implementation assistance
 - Data conversion
 - Maintenance and support
 - Training
 - Product reseller
 - 2.4 For each service above, indicate
 - Outsourced? Y/N
 - If outsourced, to whom
 - 2.5 What experience sets your company apart from other Event Registration software providers?
3. Product Overview
 - 3.1 Provide a brief description of the proposed software solution, including a list and description of all proposed modules.

4. Operating Environment
 - 4.1 Describe the server(s) hardware requirements for your software.
 - 4.2 Describe the optimal hardware/technical configuration needed to operate your software.
 - 4.3 Describe any changes that will need to be made to Johnson County's current technical environment in order to successfully run your software application.
 - 4.4 Describe the workstation operating systems that will support your software.
 - 4.5 Describe the hardware requirements for the workstation (processor, memory, disk storage).
 - 4.6 List other software, including any development tools, which are required to operate your software application and whether this software requires a separate server.
5. Product Architecture
 - 5.1 Describe your system's architecture.
 - 5.2 Describe the development tools/languages that were used to develop screens/forms and reports.
 - 5.3 Describe the external application interfaces that your software supports.
 - 5.4 Describe any integration with other software such as MS Office Suite, Crystal Reports and/or email systems.
 - 5.5 Describe the error handling mechanisms that are employed by your system.
 - 5.6 Describe the options for scalability. What are the limits to your scalability?
 - 5.7 Does your system support redundant and concurrent functionality?
 - 5.8 Describe how your system provides 24/7 operability?
6. System Administration
 - 6.1 Describe any built-in backup and recovery procedures included in your system.
 - 6.2 Describe any system maintenance that needs to be performed on a regular basis.
 - 6.3 Describe the data archival, purging and retrieval methods offered by the system.
 - 6.4 Describe if the archival retrieval is forward compatible across versions.
 - 6.5 Describe any audit capability provided by your system?
7. Data
 - 7.1 Is there a conceptual and/or logical data model?
 - 7.2 Is there metadata available on tables and columns?
 - 7.3 What versions of SQL Server are supported?
 - 7.4 What database security model is used? Is SA used? What account is used and what rights does it need?
 - 7.5 Is Database Mail (SMTP) used?
 - 7.6 Is there support for named instances?
 - 7.7 How is reporting handled? Is SQL Server Reporting Services used?
 - 7.8 Are Stored Procedures used?
 - 7.9 Are SQL views used?
 - 7.10 How are indexes used?
 - 7.11 What methods are used to enhance data quality? Are constraints used?
 - 7.12 Is the app all OLTP? Are there Business Intelligence components to the app – if so, what are they and do they access the OLTP database? Is SQL Server Analysis Services utilized?
 - 7.13 Will "special" data types such as images, XML, voice, video, text, spatial be stored in the database?
 - 7.14 Is a data archival process built in to the product? How is "aged" data dealt with?
 - 7.15 What is the initial size of the database?
 - 7.16 What is the general growth trend of the database (e.g., average growth is 10% per year)?
 - 7.17 Has performance testing been done? If yes, under what transaction load?
 - 7.18 What is the recommended hardware requirement for the DBMS?
 - 7.19 Can the database objects be renamed?
 - 7.20 How many databases are there?
 - 7.21 Is SSIS or DTS used?
 - 7.22 Are there other DBMS products, such as MS-Access, MySQL, etc., utilized as part of the solution?
 - 7.23 What type of reporting tools do you provide to the users of your system?
 - 7.24 Can existing database fields and parameters be user-defined?
 - 7.25 Do you provide additional User Defined Fields?
8. Vendor Support
 - 8.1 Describe the end user and technical support provided with the software product.
 - 8.2 Describe the days of the week and hours of day that support is provided.
 - 8.3 Provide the average elapsed time for resolving customer problems. If you are providing information about different classes of calls, describe each type of call, required resolution time and the escalation process.
 - 8.4 Describe what is included in maintenance contracts (ex: new versions / updates).
 - 8.5 Describe support of previous releases when a new release is available.
 - 8.6 Describe any user groups that exist.

9. Training
 - 9.1 Describe any remote access capabilities to your software for final evaluation purposes.
 - 9.2 Describe the end-user and technical training provided with the software.
 - 9.3 Describe any ongoing training classes provided, descriptions, location and frequency.
10. Releases/Upgrades
 - 10.1 List the name, version and release of all modules included in the proposed software.
 - 10.2 Provide the date in which the proposed software was put into general release.
 - 10.3 Provide the date the next update is planned for release.
 - 10.4 Describe your software distribution capabilities, including electronic distribution/roll-out.
 - 10.5 Describe how often maintenance releases or upgrades are released.
 - 10.6 Describe how the system handles archived data when a new update/version is installed.
 - 10.7 Describe the process for requesting enhancements from customers and the selection process for inclusion in future releases.
 - 10.8 How do you test your software prior to new releases and bug fixes?
11. Implementation
 - 11.1 Describe your software implementation process.
 - 11.2 Describe a typical implementation timeframe.
 - 11.3 Describe your project management approach including communication, status reporting, issue resolution, change requests, quality assurance and risk identification/management.
 - 11.4 What project management tools do you use?
 - 11.5 Describe the staff positions that will be assigned to this project.
 - 11.6 How do you handle unexpected changes in staff assignments during the implementation phase?
12. Security
 - 12.1 Describe in detail the security system.
13. Documentation
 - 13.1 Provide a list of all documentation available for the proposed software.
 - 13.2 Provide the number of documents provided free of charge and those requiring additional cost (state the unit cost on the pricing sheets).
 - 13.3 Describe how and when the documentation is updated.
 - 13.4 Describe the special circumstances or restrictions related to reproduction of documentation.
 - 13.5 Provide an example of documentation for: end users, technical support, installation and upgrades.
14. Purchase and Warranty
 - 14.1 Describe the product warranty options that are available.

Questions for Applications Service Providers Only

15. Architecture/Scalability
 - 15.1 Was your solution originally developed as a true ASP? If no, how have you changed the original system architecture to meet the scalability demands of an ASP service model?
 - 15.2 Was this technology developed by internal staff or outsourced to outside developers?
 - 15.3 If outsourced, how does the 3rd party support the technology and respond to customer issues?
 - 15.4 Do you use a third-party solution as part of your service offerings? If yes, what is the solution and how is it integrated into the entire service offering?
 - 15.5 How many customers are using your ASP?
 - 15.6 What is the highest number of simultaneous users successfully handled?
 - 15.7 What is the highest number of simultaneous credit card transactions successfully handled?
 - 15.8 What is the highest number of daily site visitors successfully handled?
 - 15.9 How do you plan for data growth?
16. System Upgrades and New Releases
 - 16.1 Do you provide a test environment for customers to test out new releases and upgrades prior to implementation?
 - 16.2 How are production implementations scheduled and how is that schedule communicated to your customers?
 - 16.3 Can your customers control the implementation schedule of new releases and upgrades?

17. Usability

- 17.1 Can your solution be easily branded with Johnson County colors and logos?
- 17.2 Does your system provide automatic customer confirmations and other forms of email broadcasts?
- 17.3 Are automated confirmations personalized with clients first and/or last names?
- 17.4 What standard reports are available?
- 17.5 Can data be queried by the customer for specific information? If yes, what query tools can be used?

18. Data

- 18.1 What is the frequency in which you allow your customers to download their data?
- 18.2 By what methods and formats can we access our data?
- 18.3 What are your policies regarding the purging of data?
- 18.4 How much historical data can be maintained for immediate access?
- 18.5 At the time of data purges, can your customers receive a copy of the purged data?
- 18.6 Will you encrypt data that we deem necessary? If yes, what methods will you use to do this?

19. Security and Disaster Recovery

- 19.1 Are you PCI compliant? If yes, who provides your certification?
- 19.2 Who audits your security?
- 19.3 Describe your backup procedures and intervals.
- 19.4 Is there offsite backup and storage? If yes, what are the access control policies?
- 19.5 How much data could be lost in a worst case scenario? (e.g., just the current transaction, previous hour, previous day?)
- 19.6 What are your fail-over procedures? How long does that failover take?
- 19.7 What are your disaster recovery procedures?

20. Privacy

- 20.1 What are your privacy policies?
- 20.2 What is your code of ethics regarding customer privacy and data?
- 20.3 Do you read your customers data? If yes, under what circumstances?
- 20.4 Who audits and certifies your compliance to your policies?

21. End User Training and Support

- 21.1 Do you provide 24x7 support for your application?
- 21.2 What type of support is available after normal business hours?
- 21.3 Who provides first line support for the application: your help desk or the contracting customer?
- 21.4 Describe the online help available for your application.
- 21.5 What is your guaranteed help desk response time in your contract?

22. Contract Terms:

- 22.1 How do you price your services (e.g., per user/per month, per user/per transaction, etc.)?
- 22.2 What services are included in the subscription fee?
- 22.3 What is the length of the contract?
- 22.4 What happens if we want to end the contract earlier than the stated length?
- 22.5 What is your guaranteed uptime for your application (i.e. 99.7% uptime?)
- 22.6 How many days will it take between a signed contract and a customized working site?
- 22.7 What are the exit options if we decide to terminate our contract with you?
- 22.8 Describe what happens when the contract is terminated?
- 22.9 What format will our data be provided to us when the contract is terminated?
- 22.10 Assuming that we want to transfer to another ASP, how will you assist in a seamless handover with them?
- 22.11 Will you manage incoming email during the handover? If yes, for how long?

H. THE COUNTY WILL:

Tentative timeline:

| | |
|------------------|--|
| Issue – Mail RFP | June 13, 2008 |
| Open RFP's | June 27, 2008 @ 2:00 |
| Interviews | Week of July 28, 2008 – Vendors must be available this week for interviews |
| County Approval | August 2008 |
| Begin Project | September 2008 |

I. EVALUATION PROCESS:

The proposals will be evaluated by an Evaluation Committee composed usually of County personnel and/or other governmental agencies. Members of the Evaluation Committee will independently review and rate each proposal based on the listed criteria

The County's RFP process is usually a two-step process. The first step consists of an Evaluation Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the following.

- Firm Experience performing similar work
- Product Fit to County Requirements
- Responsiveness to the RFP
- Applicable resources
- Project understanding/approach

(see attached Ranking sheets)

The Evaluation Committee or department representative prior to opening of proposals shall assign the weights given each category. Each Evaluation Committee member will provide a numerical score. Following the tabulation of numerical scores, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the finalists, one point will be assigned for first choice, two points for second choice and so on. Choice points of all members will be added together and the firms receiving the lowest choice point totals will be short listed for the interview/cost proposal phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Purchasing Administrator and the Evaluation Committee. In the case where interviews are waived, a Purchasing Administrator will request cost proposals from top ranked respondents. Cost points will be calculated and then added to the original proposal points. Using these new totals a Purchasing Administrator will rank vendors by assigning one point for first choice, two points for second and so on. The rankings of all members will be added together and the firm receiving the lowest choice point total after the inclusion of cost points will be selected to begin negotiations with the County.

Finalist firms shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the initial proposal evaluation. Criteria are to be established by the Evaluation Committee or Department Representative prior to opening of proposals. Fee proposals will be weighted from 10 to 30 points (10% to 30% of the total) as deemed appropriate for the project.

The Evaluation Committee will determine the weight of the fee/cost proposal in advance of proposal opening. Fee/cost proposals shall not be opened until all of the technical/qualification evaluations are completed. A Purchasing Administrator will open the fee/cost proposals after all evaluations are turned in by each Evaluation Committee member. A Purchasing Administrator will then compute the cost proposal points for each finalist firm and enter those points on each firm's respective interview score sheet. Fee/cost proposal points shall be determined by awarding maximum points to the lowest fee/cost proposal. Fee/cost points for firms other than the lowest will be determined by dividing the lowest proposed cost by other cost proposals being scored, and then multiplying this result times the maximum cost points. The resultant points will then be added to the appropriate firms' total.

Selected vendors will be expected to provide a "live" working demonstration of their proposed solution to the Evaluation Committee. The County will provide the script for the demonstration following the RFP Response evaluation. It is required that the proposed project manager for the County's implementation be present at the demonstration.

Following the interviews and addition of fee/cost proposal points to each Evaluation Committee member's score sheet, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the selection, one point will be assigned for first choice, 2 points for second and so on. Choice points of all members will be added together and the firm receiving the lowest choice point total will be selected. In the case of a tie, interview scores without cost proposal points added will be ranked in the same manner as above and the firm with the lowest overall ranking without cost will be selected. If after these rankings are calculated there is still a tie, the firm with the lowest fee/cost proposal will be selected. If there is still a tie, the selected firm will be decided by drawing lots.

Following the interviews the Evaluation Committee will select and/or recommend to the Board of County Commissioners one (1) or more firm(s) to provide the County the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated.

The Evaluation Committee members will be asked to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never act upon any manner in which they, their family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family or business interests in any matter related to governmental actions or duties.

J. INSTRUCTIONS FOR RESPONDING TO THIS RFP

The attached proposal forms are to be completed (with the exception of FORM6) as instructed, **one (1) original clearly marked as such, seven (7) copies, and one (1) electronic copy on media** returned in response to the RFP. See the attached INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS.

SAMPLE

PROPOSAL RANKING SHEET

Firm: _____

SCORING GUIDELINES

| | <u>35 Point Question</u> | <u>25 Point Question</u> | <u>20 Point Question</u> | <u>10 Point Question</u> |
|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Outstanding | 29-35 | 21-25 | 17-20 | 9-10 |
| Exceeds Acceptable | 22-28 | 16-20 | 13-16 | 7-8 |
| Acceptable | 15-21 | 11-15 | 9-12 | 5-6 |
| Marginal | 0-14 | 0-10 | 0-8 | 0-4 |

| | <u>Maximum Points</u> | <u>Score</u> |
|--|-----------------------|--------------|
| 1. Product Fit to County Requirements: | 35 | _____ |
| Consider how well the vendor's proposed product(s) match the County's requirements? What percentage of the critical requirements is standard functionality within the application? | | |
| 2. Firm Experience: | 20 | _____ |
| Consider the references and previous work provided in the proposal. Has the firm completed similar projects for clients similar to County in the past? | | |
| 3. Overall Responsiveness to the RFP: | 10 | _____ |
| Consider whether all requested information was furnished by the firm in the format required by RFP. | | |
| 4. Applicable Resources: | 10 | _____ |
| Evaluate the extent of applicable resources available to the firm to complete the County's project(s) as listed in the proposal. | | |
| 5. Project Approach: | 25 | _____ |
| Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by their proposal. Is the proposed timeline reasonable? | | |
| | TOTAL POINTS | ===== |
| | RANKING | ===== |

Ranked By: _____ Date: _____

The Evaluation Committee member above agrees to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never allow his judgment to be compromised by any personal, family or business interest not a part of his government service and never act upon any matter in which he, his family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to governmental actions or duties.

INTERVIEW RANKING SHEET

Firm: _____

SCORING GUIDELINES

| | <u>35 Point Question</u> | <u>25 Point Question</u> | <u>20 Point Question</u> | <u>10 Point Question</u> |
|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Outstanding | 29-35 | 21-25 | 17-20 | 9-10 |
| Exceeds Acceptable | 22-28 | 16-20 | 13-16 | 7-8 |
| Acceptable | 15-21 | 11-15 | 9-12 | 5-6 |
| Marginal | 0-14 | 0-10 | 0-8 | 0-4 |

| | <u>Maximum Points</u> | <u>Score</u> |
|--|-----------------------|--------------|
| 1. Product Fit to County Requirements: Consider how the demonstration illustrates the ability of the product to meet the County's functional requirements. Is the demonstration a "live" demonstration of an operating software product? | 35 | _____ |
| 2. Overall Understanding: Based on the demonstration, rate the firm's project approach and understanding and ability to provide the Scope of Services required in the RFP. | 25 | _____ |
| 3. Quality of Demonstration/Firm Personnel: Consider the ability of the firm's representative(s) to operate the product and their depth of knowledge of the product. | 20 | _____ |
| 4. Overall Responsiveness: Evaluate how well the demonstration fits the County's requested demonstration script. Were all the requested functions included and operating in the demonstrated product? | 10 | _____ |

**SUBTOTAL POINTS
(Exclusive of Cost Proposal)**

Ranked By: _____ Date: _____



PROCUREMENT DIVISION USAGE ONLY

| | <u>Maximum Points</u> | <u>Score</u> |
|----------------------|-----------------------|--------------|
| Cost Proposal | 10 | _____ |
| Calculated by: _____ | TOTAL POINTS | _____ |
| Date: _____ | RANKING | _____ |

The Evaluation Committee member above agrees to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never allow his judgment to be compromised by any personal, family or business interest not a part of his government service and never act upon any matter in which he, his family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to governmental actions or duties.

INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS

The following numbered instructions below correspond to the numbers of the questions in the proposal forms.

1. FORM 1: Show name and address of the individual or firm (or joint venture), which is submitting this form for the project.
 - 1d. List the name, title, and telephone number of that principal who will service as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
 - 1e. Give the address of the specific office, which will have responsibility for performing the announced work.
2. Please list the number of people, by discipline, which your firm/joint venture will commit to the County's project.
3. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility (i.e. technical disciplines, administration, planning, financial, environmental, etc.).
 - 3a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.
4. FORM 2: If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than ten outside consultants or associates are anticipated, attach an additional sheet containing requested information.
5. FORM 3: Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care would be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization. If any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D's, list both), the year received and the particular technical/professional discipline which that individual will bring the project, (f) if registered as an architect, engineer, surveyor, etc. show only the field of registration and the that such registration was first acquired. If registered in several states, do not list states, and (g) a synopsis of experience, training, or other qualities, which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, etc. please limit synopsis of experience to directly relevant information.
6. FORM 4: List up to ten projects (one per Form 4 sheet), which demonstrate the firm or join venture's competence to perform work similar to that likely to be required on this project. More recent projects are preferred. Prime consideration will be given to projects that illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) completion data (actual when available, otherwise estimated), (c) name and address of the owner of that project, (d) total cost of completed project (the approximate cost of respondent firm's work) and that percentage of the project for which the named firm was/is responsible), (e) name and phone number of individual to contact for reference, preferably the project owner's project manager (the name of the individual indicated and their information must be current), (f) a narrative description of the example project including quantifiable data wherever possible, e.g. square footage, site acreage, etc. (photographs and other relative supporting data may be attached to this form in support of this question), (g) brief description of type and extent of services provided for each project, (h) firm or joint venture's personnel that worked on the example project that will be assigned to the County's project (include each individual's role on the example project).
7. FORM 5: Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project, etc. respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs, which best demonstrate design capabilities of the team proposed for this project.
8. Completed forms should be signed by the chief executive officer of the firm or joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect/engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. **ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.**

TABLE OF CONTENTS

The following table set forth the specific items to be addressed in your proposal. Respondents must return this or a similar page with their proposal and with corresponding page numbers indicated on the information submitted within their proposal.

| | Response Page Number |
|--|---------------------------------|
| A. LETTER OF TRANSMITTAL: Submit on firm’s letterhead; limit to 2 single sided pages. 1. Include additional relevant information not requested elsewhere in the RFP. 2. The signature of the letter shall be that of a person authorized to represent and bind the firm | |
| B. TABLE OF CONTENTS: Submit this page and include the appropriate page numbers. | Page 1 |
| C. FIRM PROFILE: Form 1 provided. | Page 2 |
| D. LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES THAT WILL BE USED FOR THE COUNTY’S PROJECT: Form 2 provided | Page 3 |
| E. RESUMES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required). | Pages to |
| F. ILLUSTRATIVE WORK: Form 4 provided (This form may be reproduced and attached in sequence if more space is required) | Pages to |
| G. PROJECT UNDERSTANDING AND APPROACH: Limit to four (4) single sided pages. 1. Concisely state the firm’s understanding of the services required by the County. 2. Provide a summary of the firm’s proposed project approach, including any unique or challenging aspects of the approach, if appropriate. | Pages to |
| H. ADDITIONAL INFORMATION OR RESOURCES: Form 5 provided (This form must be signed and dated). | Page |
| I. Requirements Document | Page |

FEE STRUCTURES (TO BE SUBMITTED ONLY BY THOSE FIRMS SELECTED AS FINALISTS): FORM 6 provided. DO NOT SUBMIT WITH PROPOSAL

FORM 1

| | |
|---|---|
| 1. Firm (or joint venture) Name & Address | 1c. Licensed to do business in the State of Kansas _____ yes no _____ |
| | 1d. Name, Title & Telephone Number of Principal to Contact |
| 1a. Firm is ___ National ___ Regional ___ Local | 1e. Address of office to perform work, if different from item 1 |
| 1b. Year Firm Established | |
| 2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project. | |
| 3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: | |
| 3a. Has this joint venture previously worked together? _____ yes _____ no | |

FORM 2

4. If respondent is not a joint venture, list outside key consultants/associates that shall be used for the County's project.

| Name & Address | Specialty | Worked with prime before (Yes or No) |
|----------------|-----------|--------------------------------------|
| 1) | | |
| 2) | | |
| 3) | | |
| 4) | | |
| 5) | | |
| 6) | | |
| 7) | | |
| 8) | | |
| 9) | | |
| 10) | | |

FORM 3 – RESUMES

| | |
|--|--|
| 5. Brief resume of key persons, specialists and individual consultants that shall be assigned to the county's project. | |
| a. Name and Title: | a. Name and Title: |
| b. Project Assignment: | b. Project Assignment: |
| c. Name of firm with which associated: | c. Name of firm with which associated: |
| d. Years experience: With the firm _____ With other firms | d. Years experience: With the firm _____ With other firms |
| e. Education: Degree(s)/Year/School/Specialization | e. Education: Degree(s)/Year/School/Specialization |
| f. Active Registration: Year First Registered/Discipline | f. Active Registration: Year First Registered/Discipline |
| g. Other Experience and Qualifications relevant to the proposed project: | g. Other Experience and Qualifications relevant to the proposed project: |

FORM 4 – REFERENCES

Work by firm or joint venture members which best illustrates current qualifications relevant to the County’s project that has been/is being accomplished by personnel that shall be assigned to the County’s project. List no more than ten (10) projects.

| | | | |
|--|---|---|--|
| <u>6a. Project Name & Location</u> | | <u>6c. Project owners Name & Address</u> | |
| <u>6b. Completion Date (Actual or Estimated)</u> | | <u>6e. Project Owner’s Contact Person, Title, & Telephone Number</u> Email _____ | |
| <u>6d. Estimated Cost (In Thousands)</u> | | | |
| Entire Project \$ | Work for Which Firm Was/Is Responsible % | <u>6f. Scope of Entire Project</u> (Please give quantitative indications wherever possible) | |
| | | | |
| <u>6g. Nature of Firms Responsibility in Project</u> (Please give quantitative indications wherever possible) | | | |
| <u>6h. Firm’s Personnel (Name/Project Role) That Worked on the Stated Project That Shall Be Assigned to the County’s Project</u> | | | |

FORM 5

7. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the County's project.

8. The foregoing is a statement of facts.

Date:

Signature _____ Telephone Number: _____

Typed Name and Title: _____

PROPOSAL PAGE

DO NOT SUBMIT THIS FORM WITH YOUR RESPONSE TO THIS PROPOSAL

FORM 6

PROPOSED COST

Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the County.

The cost proposal should not be submitted with the initial RFP response, but will be requested of the finalists. When requested, the response should be submitted on FORM 6 using the following format. Refer to "Scope of Services" section for necessary parameters.

1. Implementation Costs. Provide a proposal of first year costs and expenses associated with the implementation of the proposed solution.
 - 1.1 Application Software. Please indicate costs for all proposed system modules and 3rd party components. Include unit cost and cost basis, such as per user, per concurrent user, etc.

| Software/Service | Unit cost | # units (est) | Total Cost |
|--|-----------|---------------|------------|
| Initial license fee | | | \$ |
| User licenses | | | \$ |
| Cost per module/system, as appropriate | | | \$ |
| Additional costs (describe) | | | \$ |

- 1.2 Application Service Provider Solution Costs. Please indicate costs where applicable.

| ASP Software/Service | Total Cost |
|---------------------------------------|------------|
| Monthly fee | \$ |
| Per user fee | \$ |
| Transaction fee | \$ |
| Initial implementation fee | \$ |
| Data extraction/download fee | \$ |
| Termination fee | \$ |
| Transfer fee | \$ |
| Other fees and costs (please specify) | \$ |

- 1.3 Professional Services. Please indicate hourly rates for all services indicated. Provide high level estimates for services required to install and implement a solution for the District Court Trustee (see Business/Functional Requirements).

| Software/Service | Hourly rate | # hrs (est) | Total Cost |
|---------------------------------------|-------------|-------------|------------|
| Installation in County Infrastructure | | | \$ |
| Gap analysis & reconciliation | | | \$ |
| Software configuration | | | \$ |
| Integration services | | | \$ |
| Project management | | | \$ |
| Data conversion | | | |
| Programming | | | |
| Additional costs (describe) | | | \$ |

1.4 Training. Please indicate costs for available training. Include unit cost and cost basis, such as per student, per day, etc. Indicate whether training is provided

| Software/Service | Unit cost | # units (est) | Total Cost |
|-----------------------------|------------------|----------------------|-------------------|
| Technical | | | \$ |
| Administrative | | | \$ |
| End User | | | \$ |
| Additional costs (describe) | | | \$ |

2. Maintenance Costs. Provide a proposal of costs and expenses associated with the ongoing maintenance and support of the proposed solution.

| Software/Service | Unit cost | # units (est) | Total Cost |
|---|------------------|----------------------|-------------------|
| Version upgrades | | | |
| Annual maintenance (indicate if an initial warranty period is included and indicate cost for different levels of support) | | | |
| Additional costs (describe) | | | |

SUBMITTED

Signature

Title
Authorized Representative of

Firm Name

Address

City and State

Telephone No.

Date

COOPERATIVE PROCUREMENT AND PURCHASING CARD PAYMENTS:

This section is optional, it will not affect award.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

- 1) If Johnson County awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES _____ NO _____

INITIALS: _____

- 2) Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the RFP or contract unless they are specifically named in the Request For Proposal.
- 4) All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- 5) The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Purchasing Administrator, Johnson County, Kansas.
- 6) Each jurisdiction that is a party to the joint RFP has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

PURCHASING CARD PAYMENTS:

Does your firm or agency allow for the payment of goods or services via purchasing cards, typically Visa or MasterCard?

YES _____ NO _____

INITIALS: _____