



Treasury & Financial Management

**INFORMAL REQUEST FOR PROPOSAL
FOR
Motor Vehicle Kiosk**

RFP NUMBER: 2016-024

ISSUE DATE: 4/8/16

OPEN DATE & TIME: 5/9/2016 2:00 PM

Purchasing Administrator: Amy Vallery

Contact Information: Amy.Vallery@jocogov.org 913-715-0595

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1. TENTATIVE TIMELINE

Issue RFP	4/8/2016
Clarification Deadline	4/25/2016
Open RFP	5/9/2016
Interviews- Week of	5/16/2016

2. INTRODUCTION

Johnson County Motor Vehicle is looking to pilot a solution for processing vehicle registration renewals. The solution will include a “kiosk” entry point where customers can process their vehicle registration renewal transactions. The customer shall have the ability through self-service to input or scan vehicle registration information or notices, make payment and receive payment confirmation. Johnson County has two customer facing locations where kiosks will initially be placed for customer use.

Johnson County Information:

Located in the Kansas City metropolitan area, Johnson County is a full service local government providing daily services to over 500,000 residents through more than 40 offices, agencies, and departments. In addition to the traditional governmental operations of public health and safety, codes regulations, and tax collection, Johnson County operates a major intermodal transportation system, thirteen libraries, six multi-service centers, a park and recreation district, mental health and developmental support centers, a community corrections program, and a countywide wastewater system. Please refer to the Johnson County website for additional information at www.jocogov.org.

3. QUESTIONS

To ensure open and fair competition for all potential respondents, ALL questions and contact concerning this RFP shall be directed to the Johnson County Purchasing Administrator: Amy Vallery amy.vallery@jocogov.org 913-715-0595

Respondent should make NO CONTACT, either written or verbal, with Board of County Commissioners, Johnson County legal counsel, department personnel, State of Kansas, Kansas Department of Revenue, consultant’s or other county boards beginning with the issuance of this document through approval of award.

4. SCOPE OF SERVICES

- I. Functional Requirements (Customer)**
 - 1. Kiosk home screen must have clear and concise directions for users.
 - 2. Outline of onscreen workflow must be provided by vendor.
 - 3. The kiosk will provide onscreen and audible customer prompt messages including user instruction and error messages.
 - 4. Users will be able to select English or Spanish as their language and must be able to complete their entire transaction in the chosen language. Additional language support may be required at a later date.
 - 5. The kiosk must offer both check and credit/debit (Visa, Mastercard & Discover) payment options.
 - 6. First time users should be able to complete their transactions with ease in 3 - 5 minutes.

II. Credit Card and Check Requirements

1. PCI Compliance must be adhered to and maintained with each new PCI DSS Version (Current version is PCI DSS 3.1). Also, upon request by the County, the vendor must readily certify to the County that they are compliant. Certification methods are laid out by PCI DSS.
2. The Vendor shall provide credit/debit card readers that:
 - a. Utilize end-to-end encryption protocols. The reader shall not store the credit/debit card data at any point.
 - b. Have the ability to read cards that conform to common International Standards (ISO) and ANSI standards.
 - c. Have proven reliability and that are capable of reading the magnetic stripes and EMV chips on all major credit/debit cards.
 - If EMV-Enabled chip readers are not currently available, describe future plans for the implementation of EMV-Enabled chip readers.
3. The Vendor must offer a Merchant Provider that complies with the County Standard. The County reserves the right to select gateway/merchant provider.
4. Merchant account must be fully owned and maintained by the County.

III. Other Requirements

1. The kiosk shall be Handicap and Wheelchair accessible.
2. The Vendor shall provide a data extract file or interface of detailed payment information. Please list available data file formats.
3. The County shall provide a CSV file containing vehicle registration information to be used by the Vendor. Some interface with the existing State motor vehicle system may be required.
4. The Vendor shall provide each kiosk with high resolution color touch screen video display monitors which are capable of displaying high resolution digitized photographs, graphics, video and audio. Please provide touch screen display monitor specifications.
5. The kiosk must contain a reliable receipt printer. Receipts must display at a minimum; date, time, customer name, license plate number, method of payment, amount paid, any separate fees.
6. The appearance of the kiosk shall be customizable to the County Brand.
7. The ease of flexibility to expand to other departments (county/non-county billers) must be described in detail.

IV. Security Requirements

1. The Vendor shall provide the kiosk with network and system access controls.
2. The Vendor must incorporate into the kiosk design audible and electronic security alerts to notify staff when the kiosk is being tampered with.
3. The Vendor shall provide each kiosk with the ability to be anchored to the floor and/or wall.
4. The Vendor shall ensure that each kiosk can be easily unsecured from the floor or wall by authorized personnel.

V. System Information

1. Describe how the system conducts self-diagnostic testing.
2. Describe any remote diagnostic capability.
3. Describe the software update process and any routine maintenance that requires the system to be out of service.
4. Provide additional functionality/features of the proposed solution that have not been defined within this RFP.
5. Describe electrical requirements.
6. Describe Network security and Interface/Integration requirements.
7. Describe how the system will be hosted (i.e., Cloud-Based, County Server, Vendor Server etc.).

VI. Implementation and Training

1. Provide name or names of ongoing customer service representatives.
2. Provide an overview of the training process.
3. Describe the User Acceptance Testing process. Will scripts be provided for county testing?

VII. Optional Features

The features listed below are optional and will neither eliminate nor qualify a kiosk design to be chosen by the County. The County’s decision will be made based on the basic unit outlined by the requirements in the General Requirements sections I through VI. Please include additional costs that would be incurred by the County with the inclusion of these features.

1. Cash Acceptance
 - Vendor may provide cash bill recyclers capable of high volume retail applications and accept all bill denominations in US dollars.
 - The Vendor may equip kiosks with a coin change dispenser capable of dispensing exact change in US currency.
2. Decal Printing
 - The Vendor may provide each kiosk with the ability to print decals and registrations. The Vendor must describe how the proposed printer will be integrated within the kiosk housing and what types of printing capabilities are available.
3. Document Scanner
 - Vendor may provide a document scanner on the machine or as a peripheral device to capture supporting documentation. An image file would be created and would be sent to the County in a secure manner.

5. CONTRACT TERM & OPTION TO RENEW

The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award. The County reserves the sole right to renew based on the success of the pilot program.

6. EVALUATION PROCESS

The proposals will be evaluated by an Evaluation Committee usually composed 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 sample scoring and categories below.

Numerical scores will be tabulated and ranked by the administrator. The finalists will be determined by the rank, and 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.

Finalist firm interviews shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the categories below.

Following the interviews the Evaluation Committee will select and/or recommend 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. Final contract authorization will be made by the County.

PROPOSAL

Project Approach and Understanding **25 Points**
I. Functional Requirements
II. Credit Card and Check Requirements
III. Other Requirements
IV. Security Requirements
V. System Information
VI. Implementation and Training
VII. Optional Features

Overall Responsiveness to RFP **10 Points**
Illustrative Work
Additional Information and Resources

Cost **65 Points**

INTERVIEW

Project Approach **65 Points**
Does the proposed project approach expressed in the proposal/interview appear to be realistic and feasible?
Has the firm demonstrated a good understanding of the proposed project?

Quality of Proposal **25 Points**
Points are allocated based on firms proposal score.

Firm Experience **10 Points**
Firm's experience on similar projects

7. STANDARD TERMS AND CONDITIONS

7.1. TERMINOLOGY/DEFINITIONS

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

Agency / 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 Treasury and Financial Management, Purchasing Division.

Amendment/Addendum means a written, official modification to a solicitation document or to a contract.

Attachment applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the performance requirement.

RFP Opening Date and Time and similar expressions mean the exact deadline required by the solicitation document for the electronic submission of the Request for Proposal by the Treasury and Financial Management, Purchasing Division.

Respondent means the person or organization that responds to a solicitation document by submitting a proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.

Board of County Commissioners or BOCC means the governing body of Johnson County, Kansas.

Purchasing Administrator means the procurement staff member of the Treasury and Financial Management, Purchasing Division. The **Contact Person** as referenced herein is usually the Purchasing Administrator.

Contract means a legal and binding agreement between two or more competent parties, for a consideration for the purchase of equipment, supplies, and/or services.

Contractor means a person or organization who is a successful respondent as a result of a proposal and who enters into a contract.

County means Johnson County, Kansas.

Exhibit applies to forms which are included with a proposal for the respondent to complete and return with the electronic submission prior to the specified opening date and time.

Request for Proposal (RFP) means the solicitation document issued by the Treasury and Financial Management, Purchasing Division, to potential respondents for the purchase of equipment, supplies, and/or services as described in the document. This definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

May means that a certain feature, component, or action is permissible, but not required.

Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated any further.

Shall has the same meaning as the word **must** and is an obligation to the condition.

Should means that a certain feature, component and/or action is desirable and not mandatory.

7.2. OPEN COMPETITION

It shall be the respondent's responsibility to ask questions, request changes or clarification, or otherwise advise the Treasury and Financial Management, Purchasing Division, in writing, if any language, specifications or requirements of a proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the proposal to a single source. Any and all communication from respondent regarding specifications, requirement, competitive RFP process, etc., must be directed to the purchasing administrator from the Treasury and Financial Management, Purchasing Division as indicated on the first page of the proposal. Such communication should be received at least seven (7) calendar days prior to the official RFP opening date.

Every attempt shall be made to ensure that the respondent receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an amendment to the proposal, of any relevant or pertinent information related to the procurement. Therefore, respondents are advised that unless specified elsewhere in the proposal, any questions received by the Treasury and Financial Management, Purchasing Division, less than seven (7) calendar days prior to the proposal opening date may not be answered.

Respondents are cautioned that the only official position of the County is that position which is stated in writing and issued by the Treasury and Financial Management, Purchasing Division, in the 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 from the County.

The Treasury and Financial Management, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among respondents, price-fixing by respondents, or any other anti-competitive conduct by respondents 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.

The Treasury and Financial Management, Purchasing Division, reserves the right to officially modify or cancel a proposal after issuance. Such a modification shall be identified by an **amendment/addendum**.

7.3. PREPARATION OF PROPOSAL

Respondents must examine the entire proposal carefully. Failure to do so shall be at respondent's risk.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications/requirements.

Unless otherwise specifically stated in the RFP, 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 respondent 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 RFP. In addition, the respondent 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. Proposals which do not comply with the requirements and specifications are subject to rejection.

Proposals lacking any written indication of intent to respond with 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 RFP.

All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the RFP.

The firm fixed prices shall remain valid for 90 days from RFP opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

7.4. SUBMISSION OF PROPOSAL

A proposal must be submitted electronically at <https://jocogov.ionwave.net> by a respondent and must: (1) be signed electronically by a duly authorized representative of the respondent's organization; (2) contain all information required by the proposal; and (3) be priced as required no later than the exact opening time and date specified on the RFP. No other method of submitting proposals will be accepted.

A response may be modified or withdrawn prior to the official opening date and time specified. No respondent may submit more than one response.

7.5. PROPOSAL OPENING

Proposal openings are public on the opening date and at the opening time specified on the RFP document.

It is the respondent's responsibility to ensure that the proposal is submitted electronically by the official opening date and time at <https://jocogov.ionwave.net>. Late submissions will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the respondent.

Unofficial results of all proposals that have been submitted will be available electronically at <https://jocogov.ionwave.net> within 24 hours of the RFP opening.

7.6. EVALUATION/AWARD

Any pricing information submitted by a respondent pursuant to the requirements of this RFP but not reflected on the pricing page shall be subject to evaluation if deemed by the Treasury and Financial Management, Purchasing Division, to be in the best interests of the County.

Unless otherwise stated in the RFP, 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.

Awards shall be made to the respondent whose RFP (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best RFP, considering price, responsiveness and responsibility of the respondent, and all other evaluation criteria specified in the RFP.

When evaluating a proposal, the County reserves the right to consider relevant information and fact, whether gained from a proposal, from a respondent, from respondent's references, or from any other source.

Any award of a contract shall be made by written notification from the Treasury and Financial Management, Purchasing Division.

All submitted proposals and associated documentation shall be subject to the provisions of the Kansas Open Records Act (K.S.A. 45-215 et seq.). The Kansas Open Records Act does permit limited materials to be protected from disclosure. Generally, protected exceptions are financial information submitted as qualification statements and materials privileged under the rules of evidence. These documents should be properly labeled proprietary or confidential. The technical and cost/pricing response documents should not be labeled proprietary, confidential, or in any other manner to restrict dissemination.

The Treasury and Financial Management, Purchasing Division, reserves the right to request written clarification of any portion of the respondent's response in order to verify the intent of the respondent. The respondent is cautioned, however, that respondent's response shall be subject to acceptance without further clarification.

The Treasury and Financial Management, Purchasing Division, reserves the right to award by item, groups of items or on all or none basis; and reserves the right to reject any or all proposals in part or its entirety, to waive any minor technicality or irregularities of proposals received.

In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

Respondents 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 [Johnson County Administrative Policy & Procedures](#).

7.7. CONTRACT/PURCHASE ORDER

By submitting a proposal, the respondent agrees to furnish any and all equipment, supplies and/or services specified in the RFP, pursuant to all requirements and specifications contained herein.

A binding contract shall include: (1) The proposal and any amendment thereto; (2) the contractor's response to the RFP; and (3) the County's acceptance of the respondent's proposal, in writing.

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.

7.8. INVOICING AND PAYMENT

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the County.

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.

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.

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 proposal shall be deemed to have been accomplished within the State of Kansas.

7.9. 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.

Prior to delivery of equipment, each unit must be completely serviced and lubricated in accordance with factory service specifications. Successful respondent is responsible to furnish any equipment needed for unloading of equipment at the F.O.B. destination point.

7.10. INSPECTION AND ACCEPTANCE

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.

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.

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.

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.

7.11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services in accordance with generally accepted industry standards, practices and principles applicable to the work and shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Treasury and Financial Management, Purchasing Division; (2) be fit and sufficient for the purpose expressed in the RFP; (3) be of good materials and workmanship; (4) be free from defect. The contractor shall replace a defective product at its own cost.

7.12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the 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.

7.13. CANCELLATION/TERMINATION OF CONTRACT

In the event of material breach of the contractual obligations by the contractor, the County may cancel the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Unless otherwise provided for in the contract, 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.

If the contractor fails to cure the breach or if circumstances demand immediate action, the Treasury and Financial Management, Purchasing Division will issue a notice of cancellations terminating the contract immediately.

If the County cancels the contract for breach, the County 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 County deems appropriate and back charge the contractor for any additional costs incurred thereby.

The County 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.

The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever."

7.14. COMMUNICATIONS AND NOTICES

Any notice or other communication to the contractor shall be made in writing via email, delivered personally, or by United States mail, postage prepaid, to the address listed in the contractor's proposal.

7.15. 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.

7.16. NON-DISCRIMINATION IN EMPLOYMENT

In accordance with K.S.A. 44-1030, the contractor agrees that:

The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County;

If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County; and

The contractor shall include the provisions of subsections a. through d. (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the County.

7.17. 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).

7.18. GOVERNING LAW

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

7.19. 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, recklessness, negligent act or willful misconduct of the contractor (collectively hereinafter "claims"). Without limiting the generality of the foregoing, any and all such claims, 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 at contractor's sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

7.20. 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.

7.21. 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.

7.22. HIPAA COMPLIANCE

The contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (the “HIPAA or DHHS regulations”), and the Health Information Technology for Economic and Clinical Health Act, Public Law 11-005 (the “HITECH Act”), as such laws and regulations may be amended from time to time, and enter into a Business Associate Contract with the County, as may be required, so as to provide necessary reasonable assurances to the County that the contractor as an Business Associate will comply with the portions of those laws and regulations made applicable to business associates by HIPAA and the HITECH Act.

7.23. TAX CLEARANCE FOR TAXES OWED TO LOCAL GOVERNMENTS

The local governments of Johnson County, KS, City of Kansas City, MO, Jackson County, MO, and the Unified Government of Wyandotte County, KS (collectively the “Local Governments”), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor’s compliance with the Tax Laws of the Local Governments shall be a condition of award. Upon award of contract and all subsequent renewals with Johnson County in the amount of \$100,000.00 or more, contractor must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the “Local Governments” and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County.

7.24. TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS

Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the specified insurance and bonds required, if any. 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.

7.25. MANNER OF PAYMENT

The contractor agrees to accept payment from the County in the form of a procurement (credit) card and/or conventional check and/or electronically, at the County’s option, without imposing any additional fees, costs or conditions with respect to the manner and/or receipt of such payment.

7.26. SURCHARGES

Surcharges (fuel or otherwise) are not allowed under any agreement as a result of this RFP. Any such surcharges are to be included in the contract pricing.

7.27. 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.

7.28. NEGOTIATIONS

The County reserves the right to negotiate any and all elements of a contract resulting from this RFP.

7.29. 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://www.gsa.gov/portal>. 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.

7.30. PUBLICITY CLAUSE

Respondent must obtain prior written approval from the County for use of information relating to the County or the contract in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

7.31. 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 property of the County and may be used in any fashion the County deems appropriate.

7.32. OBJECTIONS

Any objections or concerns to the RFP language, terms and conditions, scope or other elements of the RFP must be included with the respondent's response. Failure to note such concerns will indicate respondent's acceptance of the same.

7.33. SUSTAINABLE EFFORTS

The County desires to procure goods and services that are sustainable and maximize value to the County at both a cost and environmental level. Please describe your firm's environmental stance and what steps your firm has taken to support the goal of environmental stewardship.

7.34. SAM (System of Award Management)

Federal Grant shall be verified through SAM for supplier suspension or debarment:
<https://www.sam.gov/portal/public>

7.35. LICENSES AND PERMITS

The contractor shall be, without expense to the County, responsible for obtaining any necessary licenses and permits.

7.36. CODES AND REGULATIONS

All work within the scope of this RFP shall be completed by the successful respondent to all applicable current prevailing codes and regulations.

7.37. CONTRACT PRICING

The prices quoted by the successful respondent shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon.

7.38. PERFORMANCE AND STATUTORY BONDS

The successful respondent may be required to furnish a Performance Bond and/or Statutory Bond equal to 100% of the contract. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.

8. SPECIAL CONDITIONS

8.1. INSURANCE

Contractor shall carry and maintain in force for the duration of the Contract insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas, of the minimum types and limits as set forth below:

8.1.1. Professional Liability including copyright infringement

1. \$1,000,000 per claim or occurrence
2. \$1,000,000 annual aggregate

8.1.2. Commercial General Liability:

1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
 2. \$2,000,000 annual aggregate
- Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability and Independent Contractor's Protection.

8.1.3. Workers' Compensation and Employer's Liability:

1. Statutory Workers' Compensation including an all states endorsement
2. Employer's Liability (E.L. and Disease):
 - a. Bodily Injury by Accident \$500,000 Each Accident:
 - b. Bodily Injury by Disease \$500,000 Policy Limit
 - c. Bodily Injury by Disease \$500,000 Each Employee

8.1.4. Commercial Automobile Liability:

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

8.1.5. Data Privacy & Security Liability (Cyber Liability):

1. \$1,000,000 per occurrence and aggregate
2. \$2,000,000 annual aggregate

The Board of County Commissioners of Johnson County, KS, its officers, Commissions, Agencies and employees, ("BOCC") shall be named as Additional Insured under the Commercial General Liability policy. The Additional Insured requirement shall be subject to the limitation of liability for the claims within the scope of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto, and does not create a partnership or joint venture between the BOCC and Contractor under this Contract, nor does it apply to the Professional Liability insurance.

Prior to contract execution, the successful respondent shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder shall be as follows:

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

The full description of the work to be performed, project number, and the required Additional Insured language shall be referenced on the Certificate(s) of Insurance in the Description of Operations section. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide certificate Holder not less than thirty (30) days advance written notice of such change in Contractor's insurance coverage. It is

Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.

It is further agreed that any insurance and self-insurance maintained by the Board of County Commissioners, Johnson County, Kansas its officers, Commissions, Agents and employees shall apply in excess of and not contributory with any insurance and self-insurance maintained by Contractor.

In the event Contractor procures insurance coverage that is not written on an "occurrence basis" Contractor shall at all times, including without limitation, after the expiration or termination of this Contract for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Contractor occurring in whole or in part during the term of this Contract (hereinafter "Continuing Coverage"). Contractor may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Contract, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by Contractor during the term of this Contract, or such other method acceptable to County. The contractor shall maintain the full limit of coverage as stated above for the Statute of Repose.

9. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

If Johnson County, Kansas 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). This section will not affect award.

YES_____ NO_____

- Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- 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.
- 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.
- The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Purchasing Administrator, Johnson County, Kansas.
- 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.

10. INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES___ NO___

- Vendor Terms: _____
- % Discount: _____
- Net _____ Days

11. INSTRUCTIONS FOR RESPONDING TO RFP

In order to successfully respond to the RFP, you must electronically register and submit required content via jocogov.ionwave.net. It is your responsibility to follow the instructions and guidelines and provide appropriate response attachments where requested. Forms are provided as templates and may or may not be used as you prefer. The intent of the sample forms is to provide your firm an understanding of the information requested by the County to appropriately evaluate your proposal. Should you choose to modify or change the forms, that is acceptable but if you fail to provide the information requested that may impact your evaluation scores.

11.1. PROJECT APPROACH AND UNDERSTANDING

Concisely state the firm's understanding of the services required by the County. Provide a summary of the firm's proposed project approach, including any unique or challenging aspects of the approach, if appropriate. At a minimum, describe the following:

- Functional Requirements
- Credit Card and Check Requirements
- Other Requirements
- Security Requirements

- V. System Information
- VI. Implementation and Training
- VII. Optional Features

11.2. RESUMES

Provide brief resume of key persons, specialists and individual consultants who shall be assigned to the county's project. Care should 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) Email and Telephone Number; (c) the project assignment or role which that person will be expected to fulfill in connection with this project; (d) the name of the firm or organization, if any, with whom that individual is presently associated; (e) years of relevant experience with present firm and other firms; (f) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two PhD's, list both), the year received and the particular technical/professional discipline which that individual will bring the project; (g) if registered as an architect, engineer, surveyor, etc. show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states.); and (h) 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.

11.3. ILLUSTRATIVE WORK

List up to five (5) projects which demonstrates 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; (e) percentage of the project for which the named firm was/is responsible); (f) 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); (g) a narrative description of the example project including quantifiable data wherever possible, (photographs and other relative supporting data may be attached to this form in support of this question); (h) brief description of type and extent of services provided for each project; and (i) personnel who worked on the example project that will be assigned to the County's project (include each individual's role on the example project).

11.4. ADDITIONAL INFORMATION AND RESOURCES (Limit to 5 pages)

Through narrative discussion, show reasons why the firm 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.

11.5. PROPOSED COST

Please describe in detail cost considerations and pricing structures.

Details must be provided and submitted in the provided spreadsheet (in attachments).

1. Equipment Cost (Complete cabinet per minimum requirements)
2. Initial Implementation (Hardware/Software)
3. Training
4. Onsite Installation
5. Ongoing Maintenance
6. Post Implementation Upgrade (Hardware/Software).
7. Chargeback Fees
8. Wireless Authorization Fees
9. Fees associated with Credit Card Acceptance

10. Fees associated with Check Acceptance
11. Termination Fees
12. Professional Service: Cost per hour for enhancements, modifications and technical assistance
13. Other Fee or Cost
14. Cash Acceptance (Optional)
15. Decal Printing (Optional)
16. Document Scanner (Optional)
17. Expansion Options (Optional)

Pricing Structures

In your response, we ask that you respond with each type of pricing structure that your organization offers. If you offer more than one option, provide cost considerations for all that are applicable.

- Cost to buy new
- Cost to Lease
- Cost associated with a transaction based fee structure – include detailed breakdown
- Cost to buy used (see Used Unit versus New Unit below for qualifications on a used unit)
- If your organization has a different type of fee structure (i.e. customer funded) please describe in detail and include a breakdown of the costs to the customer and the County.

Used Unit versus New Unit

The County will consider fully refurbished units pursuant to the issuance of a warranty, not inferior to that of a new unit.

****Fees not identified by vendor in their original proposal shall not be considered at any time during the remaining tenure of the contract.**

12. SAMPLE FORMS

12.1. RESUMES

a. Name and Title:
b. Email and Telephone Number:
c. Project Assignment:
d. Name of firm with which associated:
e. Years' experience: With the firm _____ With other firms _____
f. Education: Degree(s)/Year/School/Specialization
g. Active Registration: Year First Registered/Discipline
h. Other Experience and Qualifications relevant to the proposed project:

12.2. ILLUSTRATIVE WORK

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

12.3. PROPOSED COST

Proposed Cost 2016-024 Motor Vehicle Kiosk					
Service Item	New	Lease	Transaction based fee structure	Used/Refurbished	Other
1. Equipment Cost (Complete cabinet per minimum requirements)					
2. Initial Implementation (Hardware/Software)					
3. Training					
4. Onsite Installation					
5. Ongoing Maintenance					
6. Post Implementation (Hardware/Software)					
7. Chargeback Fees					
8. Wireless Authorization Fees					
9. Fees associated with Credit Card Acceptance					
10. Fees associated with Check Acceptance					
11. Termination Fees					
12. Professional Service: Cost per hour for enhancements, modifications and technical assistance					
13. Other Fee or Cost					

14. Cash Acceptance (Optional)					
15. Decal Printing (Optional)					
16. Document Scanner (Optional)					
17. Expansion Options (Optional)					
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

****Fees not identified in proposal shall not be considered at any time during the remaining tenure of the contract.**
****Describe in detail the proposed solution and description of costs.**

Details: