

Riley County, Kansas

Request for Proposals (RFP)

2017

Inspection and Permitting Software System
For Riley County Planning & Development



Point of Contact:

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Riley County

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I. General Requirements

Riley County, Kansas is soliciting proposals for an Inspection and Permitting Software System.

Introduction

Riley County seeks a vendor to implement a user-friendly inspection and permitting computer system that includes tools that will enable Riley County to meet and maintain current and future needs without becoming heavily dependent upon programmer consultants. The software should track planning and permitting activities including applications, permits, complaints, licenses, violations, inspections, fee calculations, reporting and also allow citizens to complete processes on-line. The County also seeks an implementation strategy to migrate existing data to the new system and to minimize impact to ongoing operations.

The County is very interested in considering an Application Service Provider (Hosted) Model or Software as a Service. If the vendor is proposing a hosted solution the County would like the proposer to elaborate on the services that can be offered and include pricing for this service.

Background

Riley County, located in northeast Kansas, had an estimated 2014 population of 75,194. This figure includes the population of the County Seat, the City of Manhattan, with an estimated 2014 population of 56,078. The City of Manhattan is home to Kansas State University with an enrollment of approximately 20,000 students. The Fort Riley Military Reservation, located 8 miles southwest of Manhattan, is also a major employer in the area.

Riley County Planning and Development enforces zoning, subdivision regulations and sanitary code within the unincorporated areas of the County and issues an average of approximately 100 building permits and 100 Environmental Health permits per year. Riley County does not currently have building codes but does have a Property Maintenance Code. The software system should have the ability to include building code inspections in the future. Riley County anticipates 5 concurrent full-time users of the system and 5 periodic users.

Riley County's current permitting and inspection tracking system is a conglomeration of paper forms, Outlook emails/calendaring, and multiple SQL and Access databases that are obsolete and inflexible.

Contact Information

Monty Wedel, Director of Planning and Development, (785) 537-6332,
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Insurance

The awarded vendor will be required to purchase and maintain Comprehensive General Liability Insurance during the life of the contract with limits of not less than those set forth below:

Comprehensive General Liability Insurance:

A minimum of bodily injury liability limits of \$500,000 each occurrence, property damage liability of \$100,000 each occurrence, and \$100,000 aggregate with respect to those coverages subject to an aggregate limit.

The awarded vendor must furnish an insurance certificate to the county indicating such coverage.

Workers' Compensation Insurance: Statutory coverage.

The awarded vendor shall provide the county with Certificate of Insurance evidencing the coverage required above. Vendor must provide certification of insurance before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

Office Access

Awarded vendor will have access to the office between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

Compliance with Specifications

Minimum specifications are provided in Section II. Software Specifications. If there is any deviation or exception to these requirements they **must** be listed on a separate sheet, clearly labeled as "**Exception to the Software Specifications**" and identified.

Ambiguity, Conflict, Errors

If a vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP he/she shall immediately notify Riley County in writing of such error and request a modification or clarification of the document. Modifications will be issued in the form of an addendum and distributed to all interested parties.

Modification of Proposals

A vendor may modify a proposal by letter or by FAX transmission, to the contact person in Section V., at any time prior to the closing date and time for receipt of proposals.

Withdrawal of Proposals

A proposal may be withdrawn on written request from the vendor to the County's contact person listed in Section V., prior to the closing date.

Open Records Act (K.S.A. 45-205 et seq.)

All proposals become the property of the County. All information contained in proposals will become open for public review once a contract is signed or all proposals are rejected.

Force Majeure

Vendors shall not be held liable if the failure to perform under any contract awarded in response to this RFP arises out of causes beyond the control of the vendor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by vendor's employees, and freight embargoes, etc.

Waiver

Waiver of any breach of any provision in any contract awarded in response to this RFP shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the County shall not constitute a waiver.

Governing Law

This RFP and any contract awarded in response to this RFP shall be governed by the laws of the State of Kansas and shall be deemed executed at Manhattan, Riley County, Kansas.

Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder or under any contract awarded in response to this RFP in the State of Kansas, District Court of Riley County.

Injunctions

Should the County be prevented or enjoined from proceeding with the acquisition of the software before or after contract execution by reason of any litigation or other reason beyond the control of the County, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

Acceptance

No contract provision or use of items by the County shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

Federal, State and Local Taxes and Permit Fees-Government Entity

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes and permit fees. The successful vendor shall pay all taxes and permit fees lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. However, before embarking on this project, the successful vendor shall ascertain from the County which taxes and permit fees this project may be exempted from based upon the County's status as a government entity, including ascertaining any necessary processes and/or documentation in regard to any exemption.

Performance Bond

The successful vendor will be required to provide a Performance Bond for the full amount of any contract awarded in response to this RFP. The Performance Bond, in the amount of 100% of the contract amount, must be submitted upon execution of any contract awarded in response to this RFP. The Performance Bond shall guarantee and be conditioned upon the prompt, full and complete performance by the vendor of all of their covenants and agreements contained in any contract awarded in response to this RFP. Incorporated in the Performance Bond shall be the condition that the vendor shall, at their own expense and free of charge to the County, maintain and make any and all corrections and additions to the software which may be required within the period of one (1) year after the date of acceptance of said software by the County by reason of imperfection of the software or any improper, imperfect or defective labor or workmanship.

Performance

The vendor shall provide goods and services under this RFP in accordance with the specifications herein as well as the successful vendor's proposal. The vendor shall exercise the same degree of care, skill, and diligence in their performance under any contract awarded in response to this RFP that is ordinarily possessed and exercised by reasonable, prudent, and experienced professional persons and entities under similar circumstances. At the County's request, the vendor shall re-perform any task or service under any contract awarded in response to this RFP which fails to satisfy this standard of care. If the vendor fails to possess and exercise such care, skill, and diligence in providing all services, the vendor shall be responsible to the County for any resulting loss or damages. Any deviation from the specifications and requirements contained in the vendor's proposal during the period of any contract awarded in response to this RFP must be approved in a written addendum to such contract that is signed by the County and the vendor. Deviation, unless approved in writing by the County and the vendor, may result in termination of any contract awarded in response to this RFP. Because time is of the essence, timely performance in compliance with the provisions of any contract awarded in response to this RFP is essential. In the event the County determines performance to be unsatisfactory, the County may act in their own best interest including but not limited to: requiring corrective action; withholding payments; disallowing inappropriate claims, payments or costs; and/or suspending or terminating any contract awarded in response to this Request for Proposals.

Project Timetable

Vendors are required to identify their project timeframe with a guaranteed not to exceed date (number of days following award).

Negotiations

Following review of the proposals and possible interviews and product demonstrations, the County intends to enter contract negotiations with the selected vendor. Negotiations may include any aspect of services and fees. If negotiations are unsuccessful within a reasonable period of time, the County may open negotiations with the next vendor being considered.

References

Provide a minimum of three references to include company name, contact person, telephone number, and number of years service has been provided, on a similar scope of work as that being requested.

Cloud based, Hosted and Software as a Service Requirements

Data Ownership: Riley County is the sole owner of our data, even if it is stored on infrastructure outside of our network. This data can only be used to perform authorized services and shall not be released to third parties. In addition, the vendor will maintain the confidentiality of our data and only allow authorized individuals to view this data.

Data Backups: Riley County requires that the data be backed up at a minimum on a daily basis and that the vendor shall provide a daily copy of this backup to our secure FTP site.

Actions at termination of agreement: Riley County requires that you return all of our digital data in either a SQL server based backup file or a documented XML file at the termination of the contract within seven business days. We also require that any existing hard copies of our data be returned within 60 days of the termination of the contract.

Contract Termination

Termination for Convenience: The County may terminate this contract, in whole or in part, without showing cause, when the County determines that the termination is in the best interests of and/or for the convenience of the County. The County shall provide written notice to the vendor stating when the termination shall become effective. The County shall pay all reasonable cost incurred by the vendor up to the date of termination. The vendor will not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, payment will be withheld at the discretion of the County. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract and the vendor is not entitled to any cost incurred by the vendor up to the date of termination.

Evaluation Criteria

The County will review all proposals received as part of a documented evaluation process. For each decision point in the process, the County will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level. Proposers not elevated may be elevated at a later date.

The sole purpose of the proposal evaluation process is to determine which solution best meets the County's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for the County's current and future needs based on the information available and the County's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the County. The criteria that will be used to evaluate proposals may include, but are not limited to the following:

- Quality of proposal
- Conformance with RFP guidelines and submittal requirements
- Compatibility with the County's desired functional and technical requirements
- Compatibility with current and future technological infrastructure
- Proposed implementation strategy and plan
- Cost (both cost of the project and ongoing costs)
- Qualifications and public sector experience of proposed staff
- Software demonstrations and implementation proposer interviews
- Compatibility with the County's proposed contract terms and conditions
- References and site visits (if required)

The County reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list.

Contract Award

A contract will be awarded to the vendor submitting the best proposal as determined by the officials of Riley County in accordance with the evaluation criteria listed above.

Payment

Payment will be made within thirty (30) days of acceptance of work. Invoices should be submitted to Riley County Planning and Development, 110 Courthouse Plaza, Manhattan, KS 66502. The County may agree to progress payments based upon material purchased and/or percentage of work completed. This will be finalized with the awarded vendor.

County's Responsibilities

The County will be responsible for providing data for the conversion process and access to the previous software/hardware if applicable.

Vendor's Responsibilities

Vendor must provide all necessary labor for implementation. No extra charges will be incurred by the County for improper installation, negligent or willful acts or omissions.

Schedule

The awarded vendor will be responsible for coordinating the installation (including timeline for work to be completed by other contractors) and providing sufficient notice when county staff will be impacted by the conversion and/or installation.

Progress Meetings

The awarded vendor will be responsible to provide a progress report weekly with county staff until installation is completed and accepted.

Inspection

All installation (including any data conversion) will be subject to inspection and/or testing. The County will have the right to reject defective or inferior installation of software and require correction of such without additional cost to the County.

Prime Contractor

If the proposal is based on a combination of services from more than one vendor or corporate entity, one vendor shall be designated in the proposal as the “Prime Contractor”. The contract will be awarded only to the Prime Contractor who will be held responsible for the performance of all the contractors participating in the proposal. The Prime Contractor will be responsible for all aspects of service.

Pricing

All prices proposed shall be valid for ninety (90) days from due date of proposal submittals. The vendor’s pricing shall include ALL COSTS required for the successful completion, including meals, travel, lodging, and per diem for the staff needed.

Demonstrations

During the evaluation process selected vendors may be asked to make an on-site presentation demonstrating the proposed software and/or participate in any discussions or negotiations. In the event this request is made all expenses shall be incurred by the vendor.

Objective

It is our intent to acquire a dependable vendor with a firmly established base of operations who can offer a competitive rate, quality services, and features to meet all County needs. The selection committee will have sole authority to negotiate any portion of the proposals received.

II. Software Specifications

The proposed software system shall meet the following minimum specifications:

1. Capable of tracking and/or issuing from the system any permits, licenses, inspections, applications, violations and complaint forms, either in existence now or that the County may choose to develop in the future.
2. Provide for at a minimum 5 full-time users and 5 part-time users.
3. Have the capability of interfacing with the Riley County Geographic Information System for mapping and tracking purposes.
4. Include a citizen internet portal.
5. Ability to have remote access to system by County staff.
6. Ability to generate reports and analysis for management purposes.
7. Ability to provide notifications and scheduling through MS Outlook.
8. An accounting module for invoices and receipts.

III. Budget

Riley County has budgeted \$50,000 for this project.

IV. Proposed Time Table

The following is a time table for vendor selection and initiation of the project.

<u>DATE</u>	<u>ACTIVITY</u>
December 1, 2017	Advertise Request for Proposals
January 2, 2018	Vendor proposals due
Week of January 8, 2018	Interviews/demos
Week of January 15, 2018	Finalize selection to negotiate contract
Upon finalization of contract	Begin Project

IV. Proposal Requirements

All proposals must contain the following information in this order:

1. Title Page:
 - (a) Firm name, address, phone number, fax number
 - (b) Name of project Director
 - (c) Names of professional staff assigned to the project
 - (d) Name of any outside supplier that will provide services under your proposal

2. Qualifications:
 - (a) Resumes of professional staff assigned to the project.
 - (b) Description of similar software installations completed by the principal staff assigned to the project.
 - (c) Description of other relevant software installations completed by the firm.

3. References:
 - (a) List of references which can be contacted including brief description of projects, and contact name and telephone number.

4. Proposed Software:
 - (a) Description of software including operating platform, functional capabilities, modules, number of users and ability of users to make modifications, data storage requirements, remote access capabilities, and web access capabilities for citizen use.
 - (b) Description of data conversion services.
 - (c) Description of on-site system and/or off-site hosting capabilities

5. Proposed Timetable for Implementation

6. Cost with Breakdown as follows:

- (a) Cost for base software (one-time and/or recurring);
- (b) Cost per additional module;
- (c) Cost of hosting off-site
- (d) Cost of training (on-site and off-site)
- (e) Cost of data conversion services
- (f) Cost for technical assistance following installation

V. Directions for Submission

Ten (10) copies of the proposal must be submitted to arrive no later than 5 p.m., Monday, January 2, 2018. Please mail copies to the following address:

Monty R. Wedel, AICP
Riley County Planning & Development Department
110 Courthouse Plaza
Manhattan, KS 66502

Questions concerning this project should be addressed to Monty R. Wedel, AICP, Director of Planning & Development at the above address or phone (785) 537-6332.

All persons awarded and/or entering into contracts with the Riley County shall be subject to and required to comply with all applicable City, State and Federal provisions pertaining to non-discrimination, Equal Employment Opportunity and Affirmative Action.