

Riley County, Kansas

Request for Proposals (RFP)
2021

Community Development Software System
For Riley County Planning & Development



Point of Contact:

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1. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors to provide Riley County with an efficient and user-friendly community development permitting software system. Specific requirements are documented within this RFP.

Riley County, located in northeast Kansas, has a population of 71,959 according to 2020 US Census data. This includes the 54,100 residents within the City of Manhattan, which serves as the county seat. The county is also home to Kansas State University with an annual enrollment of approximately 20,000 students. Fort Riley military base is located eight miles southwest of Manhattan, and serves as one of the major employers in the area.

Riley County Planning and Development enforces zoning and subdivision regulations, and the sanitary code within the unincorporated areas of the County. The department is currently using LAMA via a Software as a Service, and Access databases.

Contact Information

Amanda Smeller,
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2. PROJECT SCOPE

The system shall include the following specifications, at a minimum. Please outline costs associated for each component:

General Requirements:

- SaaS Cloud System
 - No required desktop application
 - Works on all modern browsers.
- System must be updated and enhanced regularly.
- System must be secured and backed up on a regular basis.
- System must have a minimum of 99.9% system availability and uptime.
- Unlimited users across multiple departments
- Users must be allowed to self-reset password
- Portal control (what and when applicant can upload documents) by staff
- Data centers must be hosted in the U.S.
- Vendor must have both a primary and a disaster recovery data center.
- Data centers should have, at minimum:
 - Multiple power failure protections
 - Redundant, load-balanced network
 - Automatic failover
 - Fully meshed network with independent fiber connection feeds
 - Advanced fire protection
- Vendor must have a continuity plan in place in case of a failure or attack.
- Vendor must have security features in place to protect against intrusion, data leaks, and attacks. At minimum, vendor must have firewalls, intrusion detection, and vulnerability assessments.
- Data centers must undergo annual third-party audits.

System Requirements:

- Manage building, floodplain, and environmental health (including wastewater and private wells) permits through application, review, financial, issuance, inspection, and archive.
- Manage land use projects (planning permits) through application, review, financial, issuance, inspection, and archive. The land use projects component shall have a built in work flow that is based on a set schedule starting with the date of application. The workflow should have a calendar built in, with set dates that can be edited as necessary.
- Manage licensing through application, review, financial, issuance, inspection, and archive. Licenses for the County include, but aren't limited to, daycares, schools, mobile home parks, and contractor licensing.
- Manage code violation cases and include the ability for citizen complaints through the public portal.
- Land/parcel management to include ability to see all permits, violations, plats, inspections, and cases under one record.
- Ability to easily link and search permits.
- Generate multiple reports including, but not limited to:
 - Permit numbers
 - Financials
 - Inspection reports
 - Staff reports for land use projects
- Customizable templates, letters, reports, and memos.
- Customizable staff dashboard including a "to do" list and status.
- Configurable workflows for each permit or project type.
- Ability to create preformatted responses to activities.
- Auto-populate with known data
- Utilize digital signatures

Citizen Portal requirements:

- Ability to submit applications with digital signatures, make payments, request and view inspections, search permits, and check status.
- Ability for staff to customize, configure and add items to the citizen portal such as an FAQ, menu items, etc.

Mobile Application requirements:

- Downloadable mobile application with offline capabilities for Android/iOS.
- Ability to cache data while working offline to sync when connectivity is restored.
- Ability to store and forward data in online and offline modes, as necessary.
- Talk to text.
- Take and attach photographs to corresponding record.
- Ability to retrieve permit data and related property information.
- Ability to view/schedule/modify inspections.
- Ability to email in the field.

Integration requirements:

- Integrate with County GIS and ESRI Online.
- Integrate with Microsoft Office including Word, Outlook, and calendars.
- Integrate with KanPay.
- Integrate with existing and future County codes and regulations.

The following is also required – please indicate how each will take place, the schedule, and costs for doing so:

- User training
- Software maintenance and support
- Data conversion from current LAMA data into new system.
- Data conversion from Access database into new system.

3. SOLICITATION INSTRUCTIONS

Timeline. The following is a timeline for vendor submittal, selection, and initiation:

Activity	Date
RFP Issued	October 26, 2021
Last day to submit questions regarding the RFP	November 8, 2021 at 5:00 pm CST
Vendor proposals due (electronic submission allowable by date specified. Mailed copies must be received by date specified, no postmarks allowed). This is the closing date for proposals.	November 19, 2021 at 5:00 pm CST
Submittal Review Period	November 22-30, 2021
Semi-finalists notified of selection for interview	December 1, 2021
Software demonstrations and interviews	December 2-3, 2021
Notice to selected firm	December 6, 2021
Agreement on contract terms	January 6, 2022
Commissioner Review	January 13, 2022
Contract execution and start of implementation	Immediately upon Commission approval
Project completion	NO LATER THAN SEPTEMBER 1, 2022

Proposal Requirements. All proposals must contain the following information, at minimum:

1. Title Page:
 - a. Firm name, address, phone number.
 - b. Name of project director including phone number and email address.
 - c. Names of professional staff assigned to the project.
 - d. Names of any outside suppliers 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, 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 hosting framework
 - d. Description of system accessibility from Android-based mobile devices and iOS-based mobile devices.
 - e. Description of the cadence of system updates and enhancements.
 - f. Description of the cadence of system backups.
 - g. Provide Service Level Agreement.
 - h. Listing of locations of data centers.
 - i. Description of best practices at data centers to protect from data leaks, attacks, intrusion, and disasters.
 - j. Description of practices used for data encryption at rest and in transit.
 - k. Description of processes in place to prevent a DDoS.
 - l. Listing of all third party audits vendor participates in.
 - m. Description of RTO and RPO.
 - n. Description of disaster recovery protocols.
5. Implementation:
 - a. Provide a project plan with an overview of key tasks and milestones.
 - b. Identify the project timeframe with a guaranteed not to exceed date (number of days following award).
 6. User training and support
 7. Cost with breakdown as follows:
 - a. Base software (one-time and recurring)
 - b. Each required component as outlined in project scope above
 - c. Training (on-site and off-site)
 - d. Hosting
 - e. Data conversion services
 - f. Technical assistance following installation
 - g. Indication of how annual fees may increase per year (i.e. based on CPI, etc.).
 8. Every proposal submitted is at the sole cost and expense of the proposing vendor. Riley County will not reimburse any costs incurred by the proposing vendor.

Directions for Submission. Six (6) copies of the proposal must be submitted to arrive no later than 5 pm (CST) on November 19, 2021. Postmarks will not be accepted. Emailed copies are acceptable and can be sent to asmeller@rileycountyks.gov with the subject line "Riley County permit system RFP." Please mail proposals to the following address:

Amanda Smeller
Riley County Planning & Development Department
110 Courthouse Plaza
Manhattan, KS 66502

Questions concerning this project should be addressed to Amanda Smeller, Planning Director, at the above address or by calling (785) 537-6332 or emailing asmeller@rileycountyks.gov. Questions must be received no later than 5 pm (CST) on November 8, 2021.

All persons awarded and/or entering into contracts with 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.

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 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.

4. ADDITIONAL INFORMATION

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 2, 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 email, 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 3, 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, without reference to its conflict of laws, principles, 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.

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. Riley County reserves the sole right to reject any and all proposals.

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.

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 date of closing for 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.

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 the County a weekly backup report.

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 costs 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.

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.