



# SHAWNEE COUNTY

## REQUEST FOR PROPOSAL (RFP)

**Quotation Number:** 036-23      **Vendor Name:** \_\_\_\_\_  
**Date Issued:** 08-03-2023      **Address:** \_\_\_\_\_  
**Closing Date:** 08-17-2023, 2:00pm      **Phone Number:** \_\_\_\_\_

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### THIS IS NOT AN ORDER

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1. In communications, always refer to the above quotation number.
2. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
3. Shawnee County reserve the right to accept or reject any part of, or all of, any bid or proposal.
4. All prices quoted are to be less Federal Excise Tax and Kansas Sales Tax.
5. Price quoted shall remain firm for ninety (90) days after bid closing date.

#### **\*SHAWNEE COUNTY HAS AN ELECTRONIC BID SYSTEM\***

All vendors are required to create an online portal account ([www.snco.us/purchasing](http://www.snco.us/purchasing)) in order to receive or submit bid requests.

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### **ITEM AND DESCRIPTION**

Shawnee County Information Technology is soliciting bids for Permitting, Licensing and Code Enforcement application per the following minimum specifications.

### **ITEM AND DESCRIPTION**

#### **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.

- 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, entrance, 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.
- 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.
- 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 to upload digital files, with the ability to link to a specific parcel or address.
- 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.

- 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.
- Integration with existing ERP System.
- 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 ApplicationXtender (Imaging System) into new system.
- Data conversion from in-house permit application (SQL database) into new system.

#### **Cloud based, Hosted and Software as a Service Requirements:**

Data Ownership. Shawnee 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. If requested a full standardized backup of all related databases and stored files will be provided to Shawnee County.

Data Backups. Shawnee 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.

#### **RFP Schedule:**

This schedule of events represents Shawnee County’s best estimate of the schedule that will be followed for this RFP. The approximate RFP schedule is as follows:

Issue Date:	08/03/2023
Questions due in the Bid Portal:	08/10/2023
RFP Closes:	08/17/2023 at 2:00 pm
Selected vendors demonstrate & interviewed	08/23/2023, 08/30/2023, or 09/01/2023
Shawnee County Commission Review & Approval	08/07/2023
Contract Negotiations	09/07/2023 to 09/15/2023
Implementation and Training	TBD
Project Completion	09/30/2023

#### **PLEASE INCLUDE ATTACHEMENT 1 and PROPOSAL REQUIREMENTS**

## **BID RESPONSE**

**Closing Date:** Bids will be received until 2:00 p.m. CDT on the scheduled closing date. The online bid portal will not accept any new bids after this time.

**Signature of Bids:** Each bid must show in the space provided the complete business or mailing address of the bidder and must be signed by him/her with his/her usual signature.

**Withdrawal of Bids:** Bids already submitted may be withdrawn on the Electronic Bid System or upon proper identification of bidder and provided request is received prior to time of closing. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal after the time set for closing of bids.

**Register Your Company:** For a *mandatory* pre bid meeting, you *must* be registered in our bid portal for us to record you as an attendee. If you are not marked as attended, the system will not allow you to download a bid. It will also stop you from downloading your bid if you are not registered. Also, you will need to subscribe to the bid types you can provide. This will automatically send you bid requests in the future.

**Please Submit Your Bids Early:** In case you have problems getting your bid to upload and need assistance, we suggest you submit before 1:30 pm. Please contact us at once if you have issues uploading. Our system will not allow any bids to be uploaded after 2:00 pm. If your pricing changes, you can replace your bid in the system any time before the 2:00 closing.

**Bid Openings:** All bids submitted before the specified bid closing time shall be opened and properly recorded on the bid tabulation sheet. Subsequent to the bid opening, all bids shall be thoroughly evaluated and a determination made as to their compliance with applicable specifications. The appropriate County department head shall make this determination. Upon completion of the above determination, an analysis of all bids submitted shall be prepared and formally presented to the Board of County Commissioners for acceptance and approval of the lowest and/or best bid. The Board of County Commissioners reserves the right to accept or reject any and/or all bids and to waive any irregularities or informalities therein.

**Notice to Successful Bidders:** The successful bidder will be notified by email or telephone as soon as possible after bids have been opened, tabulated, and analyzed.

**Notice to Unsuccessful Bidders:** Unsuccessful bidders will not be notified.

## **TERMS AND CONDITIONS**

In the event that goods or services delivered by the vendor are unsatisfactory and remain unsatisfactory after a notice and an opportunity to correct the deficiencies, the County reserves the right to purchase substitute goods or services from the other bidders.

Shawnee County reserves the right to negotiate separately with any vendor after the opening of this RFQ when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counteroffer on the part of the County.

Shawnee County interprets the term “lowest responsible and best bidder” as requiring Shawnee County to:

A. Choose between the kinds of materials, goods, wares, or services subject to the proposal, and

- B. Determine which proposal is most suitable for its intended use or purpose. Shawnee County can consider among other factors such things as labor cost, service and parts availability and maintenance costs of items upon which proposals are received. Shawnee County can determine any differences or variations in the quality or character of the material, goods, wares or services performed or provided by the respective vendors.

Shawnee County will award the bid. If the successful vendor refuses or fails to make deliveries of the materials/services within the times specified in the RFQ, purchase order or contractual agreement, Shawnee County may by written notice, terminate the contract OR purchase order. The successful vendor will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.

The vendor hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFQ, understands the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFQ, and documents. The vendor further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope for the project as aforesaid.

Shawnee County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee the information will not be made public. As a governmental entity, Shawnee County is subject to making records available for disclosure pursuant to the Kansas Open Records Act. Any confidential or proprietary information should be clearly marked.

Shawnee County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A.79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

The vendor certifies that this proposal is submitted without collusion fraud, or misrepresentation as to other vendors, so that all proposals for the project will result from free, open, and competitive proposing among all vendors.

This RFQ, responses thereto and any contract documents will be governed by the law of the State of Kansas. Any dispute arising out of the same will be litigated only within the courts of the State of Kansas.

Vendor agrees that all data, documents, and information, regardless of form that is generated as a result of this RFQ are the property of Shawnee County. The County shall not be liable to reimburse any vendor for the costs of creating, compiling or delivering the same to the County.

By submission of a response, the proposer agrees that at the time of submittal, it: 1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of proposer's services, or 2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Board of Shawnee County Commissioners of the County of Shawnee, Kansas. Proposers will identify any interests, and the

individuals involved, on separate paper with the response and will understand that the County may reject their proposal at its sole discretion.

No gifts or gratuities of any kind shall be offered to any County employee at any time.

The Proposer certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open, and competitive proposing.

The County is exempt from the payment of Federal and excise taxes and from Kansas sales tax.

Vendor credit agreements are prohibited. Unless otherwise stated in this document, payment will be made from vendor-submitted invoice(s) via ACH transfer, check, or credit card, net 30 days. Shawnee County will not complete any credit application or agree to credit terms supplied by vendor.

**Nondiscrimination:** Shawnee County is committed to the concept of equal employment opportunity. All bidders and contractors are expected to comply with the provisions of K.S.A. 44-1030 and 44-1031, copies of which are attached and shall be a part of this contract and other applicable Federal and Kansas laws governing equal employment opportunity.

In accordance with K.S.A 44-1030, vendor hereby agrees to the following:

- A. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability.
- B. In all solicitations or advertisements for employees, he or she will include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Human Rights.
- C. If he or she fails to comply with the manner in which he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas.
- D. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Shawnee County, Kansas; and,
- E. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor of vendor.

**Provisions of K.S.A. 44-1030 Statute:**

Mandatory provisions applicable to contracts of the state and other political subdivisions; cancellation, when; application to subcontract; non-application to certain contract. (a) Except as provided by subsection (c) of this session, every contract for or on behalf of the state or any county or municipality or other political subdivision of the state or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

1. 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 physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
2. 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 commission.
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1032, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, whole or in part, by the contracting agency.
4. 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 contracting agency.
5. The contractor shall include the provisions of paragraphs one (1) through four (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. (b) The Kansas commission on civil rights shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination. (c) The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four (4) employees during the term of such contract; or (2) Whose contracts with the governmental entity letting such contract cumulatively total five thousand dollars (\$5,000) or less during the fiscal year of such governmental entity.

**Provisions of K.S.A. 44-1031 Statute:**

Same; personnel to be used in performing contracts; reports; non-application to certain contractors. Every person, as defined in subsection (a) of K.S.A. 44-1002, who wishes to enter into a contract which is covered by the provisions of K.S.A. 44-1030 shall upon request of the commission, inform the commission in writing of the manner in which such person shall recruit and screen personnel to be used in performing the contract. The report shall be made on forms to be supplied by the commission. The provisions of K.S.A. 44-1030 and of this section shall not apply to any contractor who has already complied with the provisions of such sections by reason of holding a contract with the federal government or a contract involving federal funds.

History: L.1972, ch.184, & 15; L. 1975, ch. 264, & 8; L. 1977, ch. 183, & 2; July 1.

**All questions regarding this bid should be posted on the online Electronic Bid System.**

**For problems with the online Electronic Bid System, please contact:**

Shawnee County Audit Finance Department

e-mail: [Auditfinance@snco.us](mailto:Auditfinance@snco.us) phone: (785) 251 – 4039

**The undersigned agrees with all terms and conditions stated above:**

Signature	_____
Printed Name	_____
Title	_____
Email Address	_____
Phone Number	_____



## ATTACHMENT 1

**Quotation Number:** 036-23

**Vendor Name:** \_\_\_\_\_

**Date Issued:** 08-03-2023

**Closing Date:** 08-17-2023, 2:00pm

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**Please include the following documents:**

- Resumes of professional staff assigned to the project
- Description of data conversion services
- Description of system accessibility from Android-based mobile devices and iOS-based mobile devices.
- Implementation project plan and timeframe
- User training and support
- Provide Service Level Agreement
- Listing of locations of data centers
- Listing of all third party audits vendor participates in

**Cost Schedule:**

Base Software	\$ _____
Each required component	\$ _____
Training (on-site and off-site)	\$ _____
Hosting	\$ _____
Data Conversion Services	\$ _____
Technical Assistance following conversion	\$ _____
Indication of how annual fees may increase per year	