



**CITY OF
COVINGTON
KENTUCKY**

CITY OF COVINGTON, KENTUCKY REQUEST FOR PROPOSAL

Municipal Management Software

**Issue Date:
September 26th, 2018**

**Issuing Department:
ADMINISTRATION DEPARTMENT
I.T. DIVISION
20 WEST PIKE STREET
COVINGTON, KY 41011**

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I. NOTICE

Municipal Management Software System

The City of Covington, Kentucky (“City”) invites proposal from qualified, competent, knowledgeable, and experienced providers that provide the services requested in this Request for Proposal (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Companies submitting responses must be prepared to enter into an agreement (“Agreement”) for the provision of requested services and goods as set forth in this RFP.

Issue Date: **September 26th, 2018**

RFP Title: Municipal Management Software

Issuing Department: City of Covington
Administration Department
20 West Pike Street
Covington, KY 41011

Contact: Kendall Huff
System Analyst/Project Manager
(859) 292-2165
khuff@covingtonky.gov

Proposals must be submitted in a sealed envelope plainly marked on the outside "**SEALED PROPOSAL FOR Municipal Management Software- DO NOT OPEN WITH REGULAR MAIL.**"

SEALED BIDS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

Finance Department
First Floor Window
City Hall
City of Covington
20 West Pike Street
Covington, Kentucky 41011

RESPONSES MUST BE SUBMITTED BY: 3:00 p.m. on October 11, 2018. A submission received after this date and time will be considered non-responsive.

REVIEW: Pursuant to KRS 45A.370, the evaluation of proposals and making any awards shall be conducted using competitive negotiation. Any final award shall be based upon the criteria set forth in Section VII below, and shall include the preference for residential bidders in KRS 45A.494 where required. The City of Covington finds that selection based upon competitive negotiation is necessary based upon the finding that specifications cannot be made sufficiently specific to permit an award on the basis of the lowest evaluated bid price. The Board of Commissioners reserves the right to reject any and all proposals.

II. TIME LINE OF EVENTS

PROPOSAL SCHEDULE	DATE
Issuance of RFP; Solicitation for Proposals	September 26, 2018
Deadline for Vendor Questions or Clarification.	October 9, 2018. Modification/ answers shall be posted by October 10, 2018, via www.covingtonky.gov .
Deadline for Submission	October 11, 2018
Anticipated Award Date	Contingent upon Commission Approval

III. STIPULATIONS AND REQUIREMENTS

The City of Covington has prepared this RFP to solicit responses for municipal work order management software.

3. General Information

The City of Covington, Kentucky is a Kentucky Home Rule Class city. The executive and legislative authority is vested in the Board of Commissioners, which consists of the Mayor and four Commissioners. The City Manager is the chief administrative officer and is responsible for day-to-day operations. The City Manager is assisted by an Assistant City Manager for Administration, in addition to various department heads and City staff.

The City has a number of boards and commissions pursuant to state law, local ordinance, or both. While some boards are comprised wholly or partially of City employees or officials, others are comprised of citizens of the City who are not otherwise employed by the City (e.g., Board of Adjustment, Code Enforcement Board, Urban Design Review Board).

1. Proposal Guarantee/ Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for ninety (90) days after the Proposal due date**. The City of Covington, Kentucky in its sole and absolute discretion shall have the right to award a Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one vendor.

2. **Revisions**

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication to the City's website, www.covingtonky.gov. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to all Respondents in written addendum from an authorized representative of the City.

3. **Non-Discriminatory Statement**

The City expressly prohibits discrimination of any kind or manner. The City does not discriminate against any individual or vendor/ provider based on disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status. City of Covington Code of Ordinances § 37.01.

4. **References and Experience**

All interested parties are required to submit with their Proposal a comprehensive list of references. Interested parties should provide a minimum of three (3) references in which they have provided similar or related services. References shall need to include at a minimum: company name, address, telephone number and contact person. Responding parties agree to authorize the City to verify references provided, so as to determine quality and manner of previous work performed.

5. **Compliance with Laws**

All Respondents shall observe and comply with all regulations, laws, and ordinances of local, state, and federal governments as they apply to this Request for Proposal.

6. **Procedures**

1. **Deviations from Specifications.** All deviations from requested specifications must be clearly stated in your Proposal. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.
2. **Duration of Proposal.** All Proposals shall remain valid without material change for at least ninety (90) days after the Proposal due date.
3. **Pricing Terms of Proposal.** The City requests to view pricing information for services from qualified vendors who can provide and meet all specified requirements of this Proposal for a (1) year period, with the option of (2) two, singular year renewals to be exercised at the City's sole discretion. The City is not bound by the terms of this Proposal and may choose to alter the length of the contract at any time during the negotiation process and any time prior to contract execution.

claim, including personal injury and/or death sustained by any person(s) or property arising out of the acts or negligence of the Respondent, the Respondent's personnel, its agents, and employees, occurring during the performance of its duties.

6. **Non-Compliance with Proposal.** It is understood and agreed upon by all parties, in the event of an award of contract, if said contract fails to meet the terms and conditions accepted by the City as specified in this Request for Proposal, and any prior agreements leading up to contract, then the City shall at its sole option have the right to:

- a. Cancel the contract in its entirety; OR
- b. Require the Vendor to provide the services as stated in this Proposal at the proposed price.

7. **Response Request Disclaimer.** This Request for Proposal does not commit the City to enter into a contract, or award any services in relation to this specific document, nor does it obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

8. **Conflicts of Interest Prohibition.** By submitting a response, Respondent certifies that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks in KRS 45A.455, which are set forth herein as follows:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

- (2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
- (3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
- (5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.
9. **Affidavits.** Each Respondent must complete and submit the attached Campaign Finance and Non-Collusion affidavits with their proposals.
10. **Claims Against the City.** In consideration for the right to respond to this RFP, Proposer, waives any claim, liability or expense whatsoever against the City and its Staff, Commissioners, and agents by reason of any or all of the following: any aspect of this RFP, the Selection Process or any part thereof, any informalities or defects in the Selection Process, the failure to enter into any agreement, any statements, representations, acts or omissions of the City, the exercise of any discretion set forth or concerning any
11. **Governing Law.** This RFP and any agreement resulting from this RFP shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any dispute arising under this RFP shall be resolved in a court of competent jurisdiction in Kenton County, Kentucky.

IV. PROPOSAL FORMAT

Bid shall be submitted on standard 8.5 x 11 inch paper with font size no smaller than twelve (12) point. Proposals shall consist of one (1) signed original and two (2) copies, submitted in a sealed envelope plainly marked "**SEALED PROPOSAL FOR MUNICIPAL WORK ORDER MANAGEMENT SOFTWARE - DO NOT OPEN WITH REGULAR MAIL.**"

Proposals shall additionally contain one electronic copy of all submission materials on a disc or thumb drive. Proposals shall consist of the following:

1. **A Letter of Transmittal.** Which includes (a) the name of the company, (b) a contact person, (c) the names of individuals authorized to negotiate with the City, (d) current address (e) telephone number, (f) facsimile number, (g) email address, and (h) the signature of an authorized representative of the Respondent.
2. **A Table of Contents.** Indicating the page where each section begins.
3. **Ownership Information & References.** Which shall identify how the company is owned; the year the company was established; the former name(s) of the company, if applicable; and the state in which the company is incorporated. This section should also include references to other companies and/or government entities for which the Respondent has provided similar services; Respondent should include relevant contact information for a minimum of (3) qualified references.
4. **Proposal Response.** Should include detailed description of proposed product, including any/ all additional features that go above and beyond the requested specifications. Should detail how all requested specifications will be met and/or exceeded. Respondents may detail more than one option of product that, at a minimum, fulfills the specifications requested. Responses should include an anticipated timeline of delivery and product turnaround.
5. **Pricing.** Vendors should include a complete cost and fees breakdown of the entire product Total proposed pricing should be inclusive of licensing, installation, training, testing, and additional fees and associated taxes. *The City of Covington, Kentucky is exempt from sales and use tax as a certified governmental entity, our official tax exemption certificate can be provided upon request.*
6. **Sample Contract Terms.** Respondent should include a sample contract and/or standard terms and conditions generally associated with the requested products.
7. **Insurance Requirements.** Respondent should include certificate(s) of insurance of all relevant, current and active, policies relating to their obligations as a business in the Commonwealth of Kentucky. At a minimum, this requirement includes the enclosure of an up-to-date certificate of insurance for Respondent's Commercial/ General Liability coverage and Worker's Compensation coverage.
8. **Notice of Deviation.** *If Applicable.* Deviations from the requested product specs listed below must be expressly disclosed. Proposals failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

V. SCOPE OF WORK

The City is inviting Vendors to provide Proposals for Municipal Work Order Management Software, which will be utilized across several departments throughout the City, most notably our Code Enforcement Department. The successful Vendor will be required to provide, at no additional cost, a demonstration of their platform, as quoted in their RFP response, for evaluation by City staff.

In the event that a Vendor's proposed product is rejected for functionality the City reserves the right to negotiate with that Vendor to define an alternate configuration or award the contract to another Vendor of its choice.

Upon confirmation of functionality and compatibility the City will move forward with an 'Award of Contract' via a 'Recommendation of Award' to the City's Board of Commissioners. A 'Recommendation of Award' must be approved by the City's Board of Commissioners prior to an 'Award of Contract.'

1. Specific features include, but are not limited to:

- Free support and training
- Uses only standard internet protocols (HTTP, HTTPS) for communication.
- Includes automatic service packs and upgrades as part of subscription.
- Requires no additional hardware connections (e.g. point-to-point routers, etc.).
- Requires no additional software connections (e.g. VPN software, Citrix, etc.).
- Requires no dedicated data lines.
- Proactive hardware and infrastructure monitoring and maintenance.
- Is accessible from any internet connection, including wireless connections.
- Is tolerant of temporary internet disconnections.
- Requires no client-side installation.
- Requires no browser plugins (e.g. Silverlight, ActiveX).
- Requires no changes to local workstation security.
- Provides schedule of all upgrades and service packs with at least 30 day notice.
- All database backups are stored offsite.

- Provides summary documentation of all new features and changes prior to upgrade.
- Provides detailed documentation of all new features and changes prior to upgrade.
- New users can be added without contacting vendor.
- All data media securely disposed at end of life.
- Provides proactive notification of service pack updates, scheduled maintenance, etc.
- Supports modern browsers. (e.g., Internet Explorer, Google Chrome, Firefox).
- Provides hyperlinks for end-users to easily access Customer Support, User Voting Portal, Release notes etc.
- System must provide for standard reports, ad hoc reports and data extract to standard end-user software formats such as Microsoft Excel.

2. General Requirements:

- Varying levels of access and the ability to assign and/or change that access freely within the system, without direct contact to Vendor.
- Ability to customize software interface. Including the ability to define terms, groups, designations and allocations as needed, without limitation.
- Ability to create, generate and store recurring work orders on a periodic or conditional date and time.
- Maintain database of customer and contact information. Provide retrievable customer information from the work order creation form.
- Ability to assign work orders, escalate a work order, and confirm work order completion electronically.
- Ability to include notations, modifications and multiple call-ins on work order without duplication.
- Maintain note history once work order has been closed.
- Ability to integrate seamlessly with the City's GIS database.
- Public access through web portal. Ability to adjust what is viewable by the public.
- Ability to store, maintain, edit, and populate forms and letters. Ability to modify stored forms and letters in-house, without direct contact to Vendor.
- Method for preventing duplicate cases.
- Reporting. Software needs to be able to export all fields into a CSV or XLS/XLSX file, preferably as a simple data file with one-row headers.
- Software must contain audit controls and reporting mechanism.
- Software must be able to maintain maintenance history. Active and completed work orders must be searchable through a various combination of terms and channels.

- Software must be able to provide time and cost tracking functionality. Store information and automatically calculate based on hours, parts and material, equipment, and personnel assigned. Should be able to output cost and time tracking into a report format.
- **Interfacing with other datasets**
 - PVA – could we link this up via API of some sort with PVA in order to access our daily updates, or will we need to provide regular data upload to vendor?
- **Mobile Usage** - can this software be accessed in the field?
 - Edit existing entries (i.e. a property we have listed as vacant can be marked as no longer vacant, case can be updated)
 - Web based software vs app availability – if it is web based, there needs to be a mobile website interface to enable code officers to easily use it in the field. If it is too difficult (i.e. not optimized for mobile usage) they will likely end up coming back into the office to use it instead due to difficulty (i.e. large print, large buttons, etc)
 - Add multiple photos from field via tablet
 - Windows, Mac, & Android compatible
 - Check in the field all relevant information and history about a property – including vacant status, cut list status, rental status, etc
 - Mobile printing – ability to send something to the printer from the field
- **GIS Integration** - System must accurately link location to GIS database. System must be able to integrate GIS database records directly to images on a map.

3. Code Enforcement Requirements:

- Automatic scheduling alerts – Need automatic scheduling alerts for follow-up based on how long something has been in the system – particularly important for rental licenses
- Ability to store history and migrate all data from our current system (Comcate) into new system
- Letter generation should be Word based and not HTML.
- Generate citation letters in MSWord format
- Assign case or complaint (based on address) to appropriate code officer based on geographic area
- Automatically determine neighborhood, Historic Preservation Overlay if applicable based on address
- Ability to create very specific reports based on user input. (e.g. all open cases with weeds/grass violations in specified neighborhood between 04/14 to 04/15) – both reports AND basic data exports to CSV or XLSX

- Method/step in place to alert code enforcement officers about an issue without actually opening a case – i.e. a “check up” status, prior to creation of case
- Site location, i.e. map the address. This can be done through a simple embedded google map through the web based software.
- Ability to “clone” cases.

4. Zoning Requirements:

- Ability to create zoning permit forms and customize the remarks and conditions for each case
- Auto-populate all information on a permit form
- Automatically determine zoning based on address
- Ability to store history and transfer all electronic permit records over from Comcate
- Ability to add attachments (pdfs, jpegs, etc...) to cases
- Ability to access Code Enforcement and Historic Preservation cases for reference
- Ability to transfer cases
- Ability to track cases by staff members assigned to
- Ability to track time from permit application receipt to completion and approvals.

For all specifications: “or equal” items may be permitted in accordance with KRS 45A.415.

VI. EVALUATION CRITERIA

1. Mandatory Criteria

The City will only consider proposals from Respondents that:

- A. Can demonstrate a proven history of successfully and reliably providing similar services, and products, to similar entities.
- B. Are in good standing with the City, as that term is defined in Commissioners’ Ordinance No. O-11-06.
- C. Are not involved in any adverse claims against the City and are not delinquent in their financial obligations to the City.
- D. Can demonstrate substantial compliance with this Request.

2. Evaluation Criteria

Respondents meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. Award will be made to the Respondent

whose proposal is determined to be the most advantageous to the City based upon the evaluation criteria contain herein, with consideration of the preference for residential bidders as prescribed in KRS 45A.495 (where required). The following criteria shall be used to determine the most qualified evaluated Proposal:

Degree of Respondent’s ability to fully comply with the Scope of Services in this Request.	25 points
Degree of familiarity, skillset and reputation as compared to other Respondents.	25 points
Competitive pricing as compared to other Respondents.	25 points
Time of delivery, performance, and completion.	25 points
Total	100 points

3. Oral Presentations

During the evaluation process, the City may, at its discretion, request any one or all of the firms to make oral presentations. Such presentations will provide firms with an opportunity to provide a demonstration of software, and answer any questions the City may have as to their returned proposal. Not all firms may be asked to make such oral presentations.

5. Negotiation of Contractual Terms

After the Selection Committee makes its final determination, the awardee and the City will negotiate and execute a final agreement prior to the commencement date. Failure by any Respondent to timely respond or come to terms with the City will be cause for a rejection of the Proposal.

6. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Respondent firm selected. The City reserves the right, without prejudice, to reject any or all proposals.

VII. SELECTION PROCEEDURES

1. The Selection Committee

The Selection Committee shall be comprised of at least (3) and up to (7) City staff and/or delegates. Those delegates shall include at a minimum:

1. The City's Neighborhood Services Director
2. The City's Systems Analyst/ IT Manager
3. A Designee of the City Manager

2. Selection Process: (see Time Line of Events)

Respondent Questions. City shall answer any questions that Respondents may have prior to the submission deadline. All questions should be submitted in writing by electronic mail directly to Kendall Huff, Systems Analyst, at khuff@covingtonky.gov. All answered questions shall be made available via the City's website, www.covingtonky.gov. It shall be Respondent's obligation to reference the City's website, as needed, prior to submission of a Proposal. It is each Respondent's responsibility to read this Request in its entirety, and fully acquaint themselves with the scope of services outlined herein. The failure of the Respondent to do the foregoing does not relieve the Respondent from any obligation with respect to the bid Proposal submitted. If any Respondent is in doubt as to the true meaning of any part of the specifications, the Respondent should submit a written request for an interpretation.

Award. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation factors set forth herein and the reciprocal preference for resident bidders required by KRS 45A.494.

3. Negotiation of Award.

After the Selection Committee makes a final determination, the awardee and the City will negotiate and execute a final agreement prior to the commencement date. Failure by any Respondent to timely respond or come to terms with the City will be cause for a rejection of the Proposal.

VIII. ADDITIONAL INFORMATION

1. Modifications

The City reserves the right to modify this Proposal through written addendum at any time prior to the Proposal deadline for any reason. All modifications shall be issued in a written addendum and made available on the City's website, www.covingtonky.gov, and prior to the deadline for submissions.

The City shall not be responsible for oral interpretations given by any City employee, representative, elected official, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Proposal, the City will attempt to notify all prospective submitting entities via a public notice, and the addenda shall become a permanent part of the Proposal; It shall be the responsibility of each submitting entity, prior to submitting a Proposal to review the Request details at www.covingtonky.gov, to determine if any addenda were issued and to make such addenda a part of the submission of its Proposal.

2. Competitive Bidding

It is the intent of the City that this Request is conducted according to the competitive sealed bidding procedures set forth in KRS 45A.080. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Proposal to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

3. Exclusions

Accidental exclusions on behalf of the City in this Request will not be held against the City as an extra cost of doing business. It is the responsibility of the Respondent to assure that all necessary information including costs of providing the described service herein are included in the Respondent's Proposal. Any "hidden" fees or services intentionally excluded or added to a Proposal to deceive the City will immediately disqualify the Respondent from this and any further business with the City.

4. Public Information Notice

All Proposals submitted to the City will be kept in confidence by the Selection Committee and shall be used solely for the purpose of evaluating the Proposal for a possible award. The City retains the right to provide copies provided by Respondents to its staff, legal, technical, and financial advisors and representatives. Respondent should take care not to provide any confidential information, trade secrets or other intellectual property, that they do not want to be received by City staff.

Please note that all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available upon request by the public. Respondents should identify any confidential, proprietary information or trade secrets and provide justification as to why the disclosure of the records would permit an unfair commercial advantage to the Respondent's competitor.

- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said submitter or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or that of anyone else;
- (d) did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership of other financial interest with said submitter in his business; and
- (e) did not include in his bid price any fees, dues, charges, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL OF NOTARY HERE)

Notary Public in and for

My commission expires _____.

++ END OF NON-COLLUSION AFFIDAVIT OF SUBMITTER ++

