



REQUEST FOR PROPOSALS (RFP)

2021 CITY OF KENAI SOFTWARE ANALYSIS

ISSUED

September 1, 2021

LAST DAY FOR QUESTIONS

September 15, 2021 by 5:00pm

PROPOSAL DELIVERY DEADLINE

September 22, 2021 by 5:00pm

CONTACT INFO

Dan Castimore

dcastimore@kenai.city

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Advertisement for Proposals

Project Name: 2021 CITY OF KENAI SOFTWARE ANALYSIS

Proposal Documents Available: September 1, 2021

Last Day for Questions: Wednesday, September 15, 2021 by 5:00 PM

Proposal Due Date: Wednesday, September 22, 2021 by 5:00 PM at City Hall

SCOPE OF WORK:

The City is seeking proposals from qualified firms to perform a software gap/needs analysis to assist the City in developing a plan for future software procurement. The City has a number of business processes that may be improved with new software. A successful proposal would provide the knowledge and experience to evaluate and document the software needs of various departments, provide product specifications for the procurement of new software solutions to meet those needs, provide a list of software which should be explored to meet the identified needs and provide the estimated cost of acquisition for each solution.

Proposers should contact the Finance Department at dcastimore@kenai.city to be placed on the list to receive addenda.

RFP documents can be obtained on the City of Kenai website at www.kenai.city or at City Hall for a non-refundable fee.

Publish: Anchorage Daily News- September 1, 2021
Peninsula Clarion – September 1, 2021

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REQUEST FOR PROPOSALS (RFP) INSTRUCTIONS

1.0 GENERAL INFORMATION

1.1 Introduction

The City of Kenai (City) is looking for proposals to complete a software needs/gap assessment. The City is comprised of 118 employees working in 12 departments, each with unique software requirements. A successful proposer, working with department employees, will document the software needs of each department to assist the City in development of an entity-wide, long-term software acquisition plan. The assessment would focus on evaluating business processes that could be improved by acquiring new software, or by using existing software in a different way.

1.2 Background

The City currently uses a number of software packages to preform business tasks ranging from accounting to facility management. Examples of software that are currently in use at the City include:

- Adobe Acrobat Professional for forms
- Adobe Creative Cloud Suite
- ArcGIS for mapping and geodatabase
- AutoCAD Lite
- Caselle Clarity for accounting, traffic tickets, licensing, and personnel
- FleetManager Pro for fleet maintenance
- Goodbarber for mobile applications
- LaserFiche for document management, workflows, and forms
- Microsoft Office
- Microsoft SQL Server for databases
- ServiceDesk Plus for IT help desk ticketing
- SonicClear for meeting audio recording
- Spillman for Police records management
- Stancil for call recording
- TRACS for Police ticketing and accident reporting
- Veripic for digital evidence
- VuVault for video management
- Wonderware for SCADA
- Wowza streaming server for streaming webcams

1.3 Questions

Any questions regarding this proposal are to be submitted in writing to the Finance Department by no later than the time and date specified in the ad or addendum. Questions shall be emailed

to dcastimore@kenai.city. The subject line of the email should read: "Questions: 2021 Software Analysis".

All questions will be answered and distributed to all prospective proposers via addendum. To receive project addenda, you must be on the plan holders list. To be placed on the plan holders list, please contact Dan Castimore by email at dcastimore@kenai.city. Downloading project documents from the City web site does not automatically place you on the plan holders list.

1.4 Preparation Costs

The City shall not be responsible for proposal preparation cost, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Additional Services

Additional Services shall consist of providing any other services not included in the Consultant's basic services and will be authorized by a change order signed by both parties and compensated at the rate listed in the Consultant's Fee Schedule for Additional Services. The fee schedule should be included with the cost proposal portion of the submitted proposal.

1.6 Timeline

Release	September 1, 2021
Deadline for Questions	September 15, 2021
Proposals Due.....	September 22, 2021
Intent to Award	September 29, 2021
Notice of Award (estimated).....	October 7, 2021

These dates are approximate and subject to change.

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP) and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for sixty (60) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Consultant is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of the Contract, all proposals, tabulations and evaluations will then become public information.

2.4 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on:

- (1) conformance to the RFP instructions;
- (2) responsiveness to the RFP requirements;
- (3) completeness and clarity of content.

2.5 Signature Requirements

All proposal transmittal letters and cost proposal forms must be signed. A proposal may be signed by: an officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; an owner of a privately-owned vendor; or other agent if properly authorized by a power of attorney or equivalent document. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.6 Proposal Submission

Three (3) copies of the proposal are to be submitted to the City of Kenai Finance Department at 210 Fidalgo Avenue, Kenai, AK 99611, along with one (1) copy of the Cost Proposal in a separate sealed envelope. These four (4) documents shall be submitted in a sealed envelope clearly marked with the proposer's and RFP name.

2.7 Tax Compliance

Kenai City Code requires that businesses or individuals contracting to do business with the City be in compliance with the Kenai Peninsula Borough tax provisions. No contract will be awarded to any individual or business found to be in violation.

2.8 Licenses and Certifications

Proposers shall include with their proposals copies of all licenses, certificates, registrations and other credentials required for performance under the contract. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, Alaska business license and applicable professional licenses, registrations and certificates.

2.9 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai's City Manager.

2.10 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the Finance Department and will become public record after award of the Contract.

2.11 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of addenda in the space provided on the Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal. The City Manager may elect to allow a proposer to acknowledge receipt of addenda after opening proposals.

2.12 Replacement of Submitted Proposals

Replacements will be accepted by the City, and binding upon the responding firm, only if it is received by the City at the place designated for submission prior to the scheduled deadline and meets all other RFP conditions.

2.13 Late Submissions

Proposals not received prior to the date and time specified in this RFP will not be considered.

2.14 Withdrawal of Proposals

At any time prior to scheduled closing time for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City.

2.15 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

2.16 Conflicts of Interests

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposal, without first disclosing his/her potential conflict, by submitting a letter to the Clerk's Office establishing their "intent to do business with the City." The contractor for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the contractor nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

2.17 Award of Agreement

It is the intent of the City to enter into an agreement with the highest-ranking proposer. This proposal contains a base bid for the 2021 City Of Kenai Software Analysis and a deductive alternate for the Remote Interview, under the Scope of Services. The total cost of the base bid and the cost of deductive alternate to be awarded shall be used to determine each proposer total cost for awarding the cost evaluation points in Section 5.2 of this RFP.

3.0 SCOPE OF WORK

3.1 Project Description

The City is seeking proposals from qualified firms to perform a software gap/needs analysis to assist the City in developing a plan for future software procurement. The City has a number of business processes that may be improved with new software. A successful proposal would provide the knowledge and experience to evaluate and document the software needs of various departments, provide product specifications for the procurement of new software solutions to meet those needs, provide a list of software which should be explored to meet the identified needs and provide the estimated cost of acquisition for each solution.

The City expects up to 12 departments to participate in this process with each department providing up to 5 employees to be interviewed. Interviews may be conducted in a group setting or with individual employees. The City desires that interviews be conducted in person, but will consider proposals that rely on remote interviews.

3.2 Phase I - Discovery

Conduct interviews with department staff to determine how current software is being utilized and identify gaps in needed software. Discuss current business processes to discover potential improvements through expanded use of existing or new software. Compile a report from each department detailing what was discovered including any potential overlap between departments.

3.3 Phase II – Evaluation

Evaluate the needs identified in Phase I and provide product specifications, including but not limited to hardware requirements, operating system requirements, and required/desired functionality, for the procurement of new software solutions to meet the needs identified in Phase I.

3.4 Phase III – Software Recommendation

Provide a list of possible software solutions for each need identified in Phase I including the estimated acquisition and maintenance cost for each.

3.5 Deliverables

1. Citywide software needs/gap analysis report segregated by department detailing the results of the Discovery Phase.
2. An evaluation of all needs identified in the Phase I report to provide product specifications, including but not limited to hardware requirements, operating system requirements, and required/desired functionality, for the procurement of new software solutions.
3. A list of possible software solutions for each need and the estimated acquisition and maintenance cost for each.

3.6 Contract Formation

Contract(s) in this matter will not be formed until executed by all parties including the City of Kenai City Manager. Performance under the contract(s) will not begin until the contract(s) is fully executed by all parties. A sample professional services agreement is provided as an attachment to this RFP. Terms and conditions of these agreements are subject to negotiation with successful Proposer(s), except the insurance and indemnification requirements in subsection A, below:

A. Insurance and Indemnification Requirements

Proposer must, at Proposer's own expense, throughout the term of the Agreement(s) secure and maintain the following insurance:

- i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
- ii. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Proposer is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the Agreement); and,
- iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

All insurance required must also meet the following requirements:

- iv. For comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- v. For worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
- vi. Provide Owner with at least 30 days' written notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- vii. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

Proposer must indemnify, defend, and hold harmless the City and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of Proposer or Proposer's employees, agents, or invitees arising out of Proposer's performance of services under the Agreement(s), except to the extent any negligence of City or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Proposer and City, Proposer and the City shall seek in good faith to achieve Agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of any Agreement(s).

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Letter of Transmittal

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.

List name(s) of the person(s) who are authorized to make representations for your firm, their titles, address, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.

4.2 Experience/Qualifications/References

Detail the firm's experience in the same or similar areas of expertise, stability, and its adaptability to provide the required services.

Provide at least three (3) references for which your firm currently provides the same or similar services. All references should include a point of contact, telephone number, e-mail address, and a brief description of the services which are or were provided.

4.3 Project Manager, Key Project Staff and Sub-consultants

Identify the project manager, key project staff and sub-consultants expected to provide services on behalf of the firm. Resumes should be included for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications on projects of similar size and scope.

4.4 Available Resources / Consultant Location

Provide information on resources available to your firm, which indicates that you have access to the services necessary to perform the work. Also indicate the location and hours of operation where the primary services are to be provided and the ability to meet in person with City personnel when required during the performance of the contract.

4.5 Methodology and Approach

Provide detailed information on the firm's methodology in meeting the scope of work requirements identified in Section 3.0. Describe overall approach to include any special considerations, which may be envisioned.

4.5 Cost Proposal

The Cost Proposal is to be provided in a separate sealed envelope from the technical proposal. The City will not open the cost proposal until after evaluations are complete.

All fees related to travel or lodging must be included in the lump sum. Proposals that indicate that travel or lodging will be billed at the actual rate will not be accepted.

The fee shall be a fixed amount for each department that will be interviewed. The City will award a minimum of 3 departments and up to 12 departments depending on cost.

The City desires for interviews to be conducted in person but will consider proposals that provided remotely. A deductive alternate shall be provided which specifies the amount that will be removed per department to conduct interviews remotely.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will perform evaluation of the proposal. The committee will rank the proposal as submitted based on the criteria presented in Section 5.2.

5.2 Criteria Scoresheet

Name of firm being evaluated _____

Name of Evaluator _____

Signature and Date _____

1. Firm Experience - Section 4.2	10 points
2. Staff - Section 4.3	15 points
3. Available Resources - Section 4.4	15 points
4. Methodology and Approach - Section 4.5	30 points
5. Fee - Section 4.6	30 points
Total Points Available	<u>100</u> points

The Cost score will be calculated using the following formula:

$$(\text{Low Proposal Cost} / \text{Proposal Cost}) \times 30 = \text{Total Cost Proposal Points}$$

This proposal contains a base bid and a deductive alternate, the total cost of the base bid and the cost of deductive alternate to be awarded shall be used to determine each proposer total cost for awarding the cost evaluation points.

5.3 Qualitative Rating Factor

A committee of individuals representing the City of Kenai will perform an evaluation of the proposal. The committee will rank the proposal as submitted. The City of Kenai reserves the right to select solely on the written proposal. The committee shall consist of no less than 3 members to ensure fairness.

Firms will be ranked using the following qualitative rating factors, excluding cost, for each RFP criteria.

- 1.0 Outstanding
- 0.8 Excellent
- 0.6 Good
- 0.4 Fair
- 0.2 Poor
- 0.0 Unsatisfactory

The rating factor for each criteria category will be multiplied against the points available to determine the total points for that category.

6.0 SELECTION PROCESS

The Proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached with the highest ranked Proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCEDURE

Any party submitting a proposal for this procurement and who believes that they are adversely affected by the City's procurement process, or by any acts of the City in connection with the award of a City contract, may file a protest appeal with the City's Public Works Director. All protest appeals must be filed with the City within 10 days of the issuance of the City's notice of its intent to award the contract. The City Manager will decide the appeal. The protest appeal must be in writing and shall include the following information:

- A. the name, address, e-mail, and telephone and facsimile numbers of the protester;
- B. the signature of the protester or the protester's representative;
- C. identification of the solicitation or contract at issue;

- D. a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and,
- E. the form of relief requested.

The protest appeal may be hand-delivered, faxed, or sent by U.S. mail with postage prepaid to the attention of the IT Manager, 210 Fidalgo Avenue, Kenai, AK 99611. Regardless of the method of delivery chosen by the protester, all protest appeals must be actually received by the City within 10 calendar days of the issuance of the City's notice of intent to award. If the tenth day is a City-recognized holiday or a weekend, the deadline for appeal shall be the next work day. It is up to the protester to choose a method of delivery to assure timely receipt by the City.

The City Manager shall decide the protest appeal and issue a written decision under the following general procedures:

- A. If the City Manager sustains a protest in whole or in part, the City Manager shall implement an appropriate remedy.
- B. In determining an appropriate remedy, the City Manager shall consider the circumstances surrounding the solicitation or procurement including the seriousness of the procurement deficiencies, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent the procurement has been accomplished, costs to the agency and other impacts on the agency of a proposed remedy, and the urgency of the procurement to the welfare of the City.
- C. Notwithstanding subsections A and B immediately above, if the City Manager sustains a protest appeal in whole or part, the protester's damages shall not exceed the reasonable proposal preparation costs.

The City Manager shall deliver his or her determination of the protest appeal in writing to the protester by hand-delivery at the protester's place of business or other address or via U.S. Mail or facsimile, and shall be effective immediately upon receipt if hand-delivered, upon receipt of delivery confirmation if sent by facsimile or, if mailed, three days after placement in the U.S. Mail.

A party filing a protest appeal may appeal the City Manager's decision to the Kenai Superior Court.

**CITY OF KENAI
COST PROPOSAL FORM**

In submitting this proposal, we certify that we have examined the specifications documents, have received Addenda Nos.____, and have included their provisions in our proposal. If awarded a contract under this proposal, we hereby agree to the terms set forth in the specifications documents and all addenda identified on this proposal.

Base Bid Total: (total not to exceed lump sum, for all services required, and out of pocket expenses, for each department to be interviewed) \$ _____

Numerical amount

Dollars _____

Written Amount

Deductive Alternate: (amount to be subtracted from above amount for conducting interviews remotely. To be clear, the number below is the amount to deduct from the Base Bid, it is not a total amount.)

\$ _____

Numerical amount

Dollars _____

Written Amount

In the event the Base Bid exceeds the Owner's budget for the Services, Owner reserves the right to award to any combination of Base Bid and Deductive Alternate that provides the best value to the City. An Agreement shall not be formed and no rights shall exist under the Agreement until the final Agreement is fully executed by all parties.

Firm Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-mail address: _____

Representative _____ Title _____

By executing this proposal, I certify that I have authority to bind the Consultant or consulting firm or other business entity submitting this proposal.

Signature _____ Date _____

This Cost Proposal Form and other Cost Proposal documents are to be submitted in a separate sealed envelope.

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