



# City of Grand Island

Tuesday, September 24, 2013

Council Session

## Item I-3

### **#2013-326 - Consideration of Approving Bid Award for Utility Management Software**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Stacy Nonhof, Assistant, City Attorney

**Meeting:** September 24, 2013

**Subject:** Utility Management Software

**Item #'s:** I-3

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

The Utilities Department utilizes an accounting program on the AS400 computer for detailed accounting of its operations. This program was developed by City information technology staff in the 1980s and allows for cost tracking on work activities, based on Federal Electric Regulatory Commission (FERC) account codes that are mandated for public utilities. The Department also utilizes third party software systems for purchase orders, inventory, and for scheduling some work activities or preventive maintenance. None of these systems are integrated and, along with payroll and accounts payable, require that information be transferred or entered manually and/or multiple times.

As the use of the AS400 computer is being phased out due to support issues, staff from the Utilities and Finance Departments developed a Request for Proposal to replace the above systems with an integrated system that would incorporate work and asset management, purchasing, and accounting for the Utilities Department, and also allow electronic transfer of information for payroll and accounts payable to the City's MUNIS business accounting system. In addition to supplying the software system, the scope of the specifications included transfer of the information of the existing systems to the new system, and support services for both the new system integration and as required on an ongoing basis.

## **Discussion**

The Request for Proposals was advertised in accordance with City procurement procedures and six proposals were received from the following software system providers.

Aquitas Solutions, Atlanta, GA  
Beehive Industries, Lincoln, NE  
Lucity, Overland Park, KS  
Mainsaver Software, San Diego, CA  
NAES, Issaquah, WA  
Tyler Technologies, Yarmouth, MA

An evaluation team evaluated the proposals based on the specified criteria and selected three vendors for on-site presentations. The presentations were attended by a variety of staff including utilities management and operations, accounting, payroll, and information technology specialists.

Based on feedback from those attending the presentations, the evaluation team ranked the three finalists and recommended that the proposal from Mainsaver Software be accepted for the Utilities Management System. The proposal from Mainsaver includes a detailed estimated activity pricing breakdown which will be billed at actual cost, for a not-to-exceed total price of \$209,320. This not-to-exceed cost does not include travel expenses, which will also be billed at actual cost. The cost of the new software system and in-house implementation expenses will be funded by the Utilities Enterprise Funds.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the Utilities Management System proposal from Mainsaver Software of San Diego, California, to be billed at actual cost, for a not-to-exceed total price of \$209,320, not including travel expenses, which will be billed at actual cost.

### **Sample Motion**

Move to approve the Utilities Management System proposal from Mainsaver Software of San Diego, California, to be billed at actual cost for a not-to-exceed total price of \$209,320, not including travel expenses, which will be billed at actual cost.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
UTILITIES MANAGEMENT SYSTEM**

**RFP DUE DATE:** May 22, 2013 at 4:15 p.m.

**DEPARTMENT:** Utilities

**PUBLICATION DATE:** April 12, 2013

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**Beehive Industries**  
Lincoln, NE

**NAES Corporation**  
Issaquah, WA

**Aquitas Solutions**  
Lakewood, CA

**Mainsaver Software, Inc.**  
El Dorado Hills, CA

**Lucity**  
Overland Park, KS

**Tyler Technologies**  
Yarmouth, ME

cc: Tim Luchsinger, Utilities Director  
Mary Lou Brown, City Administrator  
Stacy Nonhof, Purchasing Agent

Bob Smith, Assist. Utilities Director  
Jaye Monter, Finance Director  
Pat Gericke, Utilities Admin. Assist.

**P1643**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **MAINSAVER SOFTWARE**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *UTILITIES MANAGEMENT SYSTEM*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. MAINSAVER SOFTWARE proposal dated May 20, 2013, including Appendix C.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the not-to-exceed sum (subject to adjustment as provided by the contract) of **TWO HUNDRED NINE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$209,320.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The above not-to-exceed price does not include travel expenses, which shall be billed at cost.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

**ARTICLE IV.** The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the UTILITIES MANAGEMENT SYSTEM.

**ARTICLE V.** That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before **APRIL 30, 2014**.

**ARTICLE VI.** The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### **GRATUITIES AND KICKBACKS**

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City 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, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical 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.

**MAINSAYER SOFTWARE**

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

RESOLUTION 2013-326

WHEREAS, the City of Grand Island invited Requests for Proposals for Utility Management System, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 22, 2013 proposals were received, opened and reviewed, and evaluated; and

WHEREAS, Mainsaver Software, Inc., of San Diego, California submitted a bid in accordance with the terms of the Request for Proposals, and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$209,320.00; and

WHEREAS, the proposal of Mainsaver Software, Inc., meets all of the requirements for the Utilities Department Management System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Mainsaver Software, Inc., of San Diego, California, in the amount of \$209,320.00, for the Utilities Management System, is hereby approved , and that the Mayor is authorized to sign the Contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney