

NOTICE OF REQUEST FOR PROPOSALS

Community Development Software System

DEADLINE FOR RECEIPT OF PROPOSALS:
JANUARY 6, 2010
4:30 P.M.

11/22/2010
City of Aspen

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PROJECT TITLE:

Community Development Software Project

SECTION 1: PROJECT SUMMARY

1.1 Overview

The City of Aspen and Pitkin County Community Development Departments exist as separate entities, but share certain information systems. At this time, they are seeking to replace their shared land use application review and building permitting software. Although they share the software and many functions are similar, each entity maintains its own separate databases, with a few exceptions. The Offeror's solution will need to provide separate systems and databases for each entity's data.

The core functions of the new software will include workflow management, tracking, analysis, and document storage and retrieval for:

- Licenses (including but not limited to contractor licenses)
- Code enforcement
- Planning and zoning applications and files
- Permits (including but not limited to building permits and associated sub-permits; and encroachment and right-of-way permits; septic system permits)

Although the Community Development Departments are the lead clients for this project, other departments, including Engineering, Parks, City Clerk, and GIS also plan to use the product as long as it works well for their business needs.

1.2 Project Objective

The primary project objective is to significantly improve and streamline the processing of land use applications and building permits. This includes moving toward paperless processes. More specifically, the City and County expect the new software system to:

- Decrease the time required to review and approve projects
- Provide easily accessible, accurate information
- Provide strong analytical capabilities
- Provide superior data retrieval and search capabilities
- Eliminate duplication of effort
- Eliminate redundant data entry for staff and customers
- Provide on-line interfaces for staff and customers
- Provide accurate, real-time information from GIS and other integrated databases

The new software will need to be built on current, standard technology that will allow for straightforward upgrade paths in the future. The software will also need to be very user-friendly so that both casual and experienced users can easily use the system and obtain the information they need. The City and County expect the new system to provide direct access to their external service delivery partners as well as internal service delivery partners.

1.3 Legal

The City Attorney has created the document *Instruction for Offerors of Professional Services* (Attachment A) and a standard City contract (Attachment B) that contain the legal parameters for contracting with the City of Aspen. The City is open to reducing the amounts of the required insurance as stated in these documents. A discussion will be held with the successful Offeror.

These contracts are included for the Offerors to review and by submitting a proposal the Offerors are agreeing to use said contracts without changes.

SECTION 2: PROJECT BACKGROUND

2.1 City and County Setting

The City and County are located in the Roaring Fork Valley in the mountains of central Colorado. The permanent population of the City proper is approximately 6,100, while the County as a whole has a permanent population of approximately 16,000. Aspen and Pitkin County have experienced a significant amount of growth and development pressure over the past 10 years. As a result, the permitting workload has also increased steadily. Tables 1 and 2 show the number of new planning and building permits issued by the City and County Community Development Departments over the past five years.

Table 1. Pitkin County Applied Permits	2006	2007	2008	2009	2010 through 10/31/10
Development Permits (includes, change orders and access infrastructure)	567	562	516	411	377
Sub Permits	900	948	836	619	466
Public Works Permits (yearly approximate)	30	30	30	30	30
Land Use Planning Cases	271	182	199	170	131

Table 2. City of Aspen Applied Permits	2006	2007	2008	2009	2010 through 10/31/10
Development Permits (includes, change orders and access infrastructure)	890	919	709	593	574
Sub Permits	1227	1192	940	801	583
Right of Way & Encroachment Permits	N/A	N/A	318	234	150

Land Use Planning Cases	134	123	104	104	90
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For more information about the City and County please see their joint website at www.aspenpitkin.com

2.2 Organizational Structure

The City and County Community Development Departments are each divided into Divisions. The City of Aspen is divided into the Planning Division and the Building Division. Pitkin County is divided into the Planning Division, the Building Division, and Environmental Health. The Planning Divisions are responsible for implementing Land Use Regulations, coordinating the review process for new development projects, and all zoning enforcement and review. The Building Divisions are responsible for all activities related to issuing building permits, including the implementation of construction codes through building plan review and subsequent building inspections. The Pitkin County Environmental Health Department is responsible for Septic Review and Licensing, Restaurant Review and Licensing, and other environmental reviews and enforcements.

In reviewing land use applications and building permits, the Community Development Departments partner with a number of other departments, including but not limited to: Engineering, Parks, Environmental Health, and Water. While these entities are City and County agencies, two additional partners are external, special districts: the Fire District and the Sanitation District.

Additional information on these departments can be found at www.aspenpitkin.com

2.3 Anticipated Software Use Levels

For the functions associated with land use applications and building permits, the City and County estimate that over 75 staff could be regular users of the new software, along with four staff at the special districts, and a large number of people in the general public. (Table 3). Fewer than 10 of these users are anticipated to need view-only rights to the software.

Table 3. Anticipated Land Use and Permit Software System Users		
Anticipated Users	City	County
Assessor's Office		6
Building Department	10	7
Clerks Department	3	1
Code Enforcement		1
Environmental Health	2	2
Fire District	2	Same staff as city
GIS Department	2	Same staff as city
Historic Preservation	1	1
Open Space & Trails		5
Parking Department	3	0
Parks Department	2	0

Planning Department	9	10
Public Works		3
Sanitation District	2	Same staff as city
Streets Department	2	0
Water Department	3	Same staff as city
Total Users:	41	36

Over the longer term, should the software meet the needs of additional functions within the City (such as the needs associated with restaurant inspections and permits), this number of users may increase. However, at this time no estimate of this potential additional use is available.

2.4 Other Legacy Systems

The selected product is expected to interface effectively with the City's and County's other legacy systems. These include shared GIS (ESRI), document management (Laserfiche), and financial systems (EDEN).

2.5 Current IT Infrastructure

Table 4 summarizes the current relevant IT infrastructure components at the City and County.

Table 4. City of Aspen and Pitkin County Technical Environment	
CATEGORY	SUPPORTED
Server Hardware	Dell
Server Operating Systems	MS Windows 2003/2008 32/64 bit
SAN Infrastructure	Dell-EqualLogic, iSCSI
Workstations	Gateway, Dell and others
Workstations OS	Windows XP and Windows 7
Networking	LAN/WLAN
Network Protocol	TCP/IP
Web Browser	Internet Explorer versions 7, 8; Mozilla Firefox
Email\Calendar	Outlook on Exchange Server 2003
Database	Microsoft SQL Server 2005 and 2008
Anti-Virus Software	Sophos
Printers	Networked HP, Ricoh, Xerox

Table 4. City of Aspen and Pitkin County Technical Environment	
CATEGORY	SUPPORTED
VPN Access	Checkpoint SSL Network Extender/RSA SecurID, NetMotion
Internet Access	Qwest ISP/Full DS3
Account Management	Microsoft Active Directory Domain Services
Backup System	Legato to tape
Scanner Brands	HP, Fujitsu, Canon
Business Applications	MS Office 03, 07, 10
GIS Applications	ESRI's ArcGIS 9.3.1 and 10, ArcGIS Server 10, ArcSDE 9.3.1 and 10.
Document Management System	LaserFiche V8.1.2 and Weblink V 8.0.2 (the web version of LaserFiche)
Financial Management System	EDEN V5.4
Mobile Devices	Smartphones and other mobile devices capable of integrating with the City/County network

SECTION 3: CONTACT AND SUBMISSION INFORMATION

3.1 Contact Information

All inquiries about this RFP must be submitted in writing via email to:
Rebecca Hodgson, Assistant to the City Manager
Email: Rebecca.Hodgson@ci.aspen.co.us

The deadline for inquiries is December 17, 2010.

No other staff members are authorized to address inquiries regarding this RFP.

3.2 Submission Deadline and Address

Responses to this RFP must be received by 4:30 p.m. January 6, 2011, at the following address:

Rebecca Hodgson
City of Aspen
130 S. Galena St.
Aspen, CO 81611

Ten (10) hard copies of the proposal must be submitted. The hard copies must be placed in a 3-ring binder (no spiral bound copies will be accepted), and must be printed double-sided on paper with recycled content.

An electronic copy of the proposal, on a CD and in the form of a single pdf file, is also required. No faxed copies or emailed copies of the proposals will be accepted. Late proposals will be returned to the sender.

Submitted proposals must contain all the information required in Section 5, preferably in the order specified, to be accepted.

The City and County reserve the right to amend this RFP at any time. If it is amended or altered, the changes to the RFP will be posted on the joint City/County purchasing website:

<http://aspenpitkin.com/Departments/Purchasing-City-of-Aspen/Open-Bids-RFPs/>

3.3 Optional Offerors' Meeting

To provide offerors with the opportunity to ask questions, the City and County will host a voluntary question and answer session on Thursday, December 16, 2010, from 1:00-2:30 p.m. mountain time. The location of the meeting will be:

Aspen City Hall
Sister Cities Conference Room, lower level
130 S. Galena St.
Aspen, CO 81611

Offerors who cannot attend in person may participate via GoTo meeting over the web. The details needed to participate via the web will be posted on the City's purchasing website by Monday, December 13, 2010.

While attendance at this meeting is recommended, it is not required.

3.4 RFP Addendums

Should the City and County determine that modifications to this RFP are necessary, notice of such changes will be placed on the purchasing website at:

<http://aspenpitkin.com/Departments/Purchasing-City-of-Aspen/Open-Bids-RFPs/>

Offerors are responsible for monitoring this web site for any changes to the RFP.

SECTION 4: MAJOR PROJECT TASKS

4.1 Phase 1 Tasks

In Phase 1, the successful offeror must perform the following major tasks:

1. Conduct the following analyses and develop a written plan of action to resolve any identified gaps successfully:
 - o a business process gap analysis
 - o a business functional requirements gap analysis
 - o a system requirements gap analysis
2. Review and document system integration and interface needs and solutions
3. Review and document data conversion mapping and responsibilities
4. Develop a plan for documentation, training and testing
5. In light of Tasks 1-4, finalize the implementation plan for Phase 2, including a final fixed cost.

Based on the findings from the tasks above, the City and County will determine whether to issue a contract for Phase 2. Should the City and County determine that the system cannot meet their needs to their satisfaction and within available resources, the project will be terminated and Phase 2 will not take place.

4.2 Phase 2 Tasks

The successful offeror must complete the following major tasks as a Part of Phase 2:

1. Develop and manage a project management plan with the assistance of the City/County Project Team.
2. Install, test, and implement the City of Aspen and Pitkin County Community Development Software Systems, including all software and related services.
3. Assist City and County staff with any software customizations that are needed for initial project implementation.
4. Conduct training for both the City and County databases, system administrators and end users.
5. Provide a post-implementation review report on the initial project.

SECTION 5: REQUIRED PROPOSAL CONTENT AND FORMAT

Proposals must address the offeror's approach to the scope of work, a timeline for completion, and the deliverables that would be received by the City and the County. A detailed budget of costs associated with each of the items in the scope of work must accompany the proposal. Offeror's must include the information described in this section in their submittal. Additional relevant material can be included at the offeror's discretion.

1. Executive Summary: Include an executive summary written in non-technical language providing an overview of the system's capabilities and company approach to

providing the services and accomplishing the tasks required. Please limit this summary to a maximum of 5 pages.

2. Project Management Plan: Include a detailed project management plan with sufficient breakdown of tasks and steps to demonstrate a complete understanding of the project.

The completeness of this plan is one of the criteria the City and County will use to evaluate the project. The following will be considered in reviewing the project management plan:

- ✓ Understanding of the work to be performed
- ✓ Technical approach and methodology to accomplish the work
- ✓ Completeness and competence in addressing the scope of work.
- ✓ Proposed approach to ensure that the system will perform as anticipated

At a minimum, the project plan must include:

1. A description of the project organization
2. A list of assigned project personnel, their qualifications, and estimated time commitments
3. Proposed project phases and processes
4. Deliverables for each project phase and major task
5. Proposed system testing approach
6. Proposed system support and maintenance
7. A project schedule, including the timing of key tasks that must be completed by the Offeror, the City and County, and the project team.
8. A comprehensive list of technical requirements for the City/County IT department to implement to support the offeror's implementation.
9. A comprehensive list of non-technical requirements for the City/County Community Development personnel to support the offeror's implementation.

3. Company Information: Include contact information and a company profile. Include the name, address, phone number and fax number of the firm, and a prime contact person on the cover page of the proposal. Include the location of the main headquarters for the company, as well as any other local or regional offices. List the number of years the company has been doing business under the current name.

List the names of the software products the company currently offers and the length of time the products have been on the market. Include any corporate alliances and business partnerships.

4. Financial Qualifications: Provide a copy of the company's annual report for the past two years and the current year-to-date. Include audited financial statements (meaning a Certified Public Accountant has audited the financial statements and related footnotes and has expressed an opinion regarding the information audited). This information will remain confidential.

5. References: Include a list of all clients who have purchased the company's permitting software products over the past 10 years. For clients who have implemented the system within the last 5 years, please provide the clients' contact information, including phone number, street address, and email. List the web addresses for those clients who have used your system to implement an on-line permitting system for use by the public. Please identify those clients whose projects were similar in size and scope to this project. Selected clients will be contacted regarding: responder project management skills; quality of work performed; overall satisfaction with the software and services provided; and the responder's ability to remain within budget and on-schedule.

6. Technical Solution: Provide an overview of the software product(s) you propose to utilize for this project. Include a description of key features and functionality. Describe those aspects of the product that set it apart from the competition. In developing this section of the proposal, offerors must review Appendices C and D to understand the technical requirements of the City and the County.

In this section, include discussion of the potential constraints and limitations of the proposed system. Discuss potential options for resolving any gaps between the system capabilities and the needs of the City and County.

Please provide samples of user interfaces, which can include screen shot samples with narrative descriptions. If you have trial or sample versions of the software on CD/DVD to share with the City and County, please include a copy of the CD/DVD with your proposal. Web-based production demonstrations may be substituted in lieu of CD/DVD based demo software. If applicable, please provide a valid URL, user name and password to access an online demo.

7. Software History: Identify the following:

- a. Release date of the first version of the software
- b. Total number of versions that have been released
- c. Current version number and the date of its release
- d. Date of the next anticipated release
- e. Average period of time between version releases
- f. Process by which minor and major software upgrades are rolled out, and by whom
- g. The software maintenance contract and what is included relative to software version upgrades

8. System Requirements: List all recommended system requirements. This includes server, database, workstations, and network requirements. Describe the technologies on which the program is based, including programming languages and Internet technologies.

9. Data Migration Procedures: Describe your company's proposed approach to ensure that legacy data migrated over to the new system will be entered accurately and correctly. Also include a description of how links to existing stored documents will be established and maintained. The successful vendor will be required to migrate five years of County data and three years of City data to the new system.

10. Hosting Options: Describe whether the product is to be installed at the client's worksite, or whether an off-site hosting option is available. If off-site hosting is available, describe the structure of the hosting arrangement, how the hosted solution would integrate with the Client's GIS, financial, and records management systems, and security measures would be taken to keep the Client's information safe and secure. Include bandwidth requirements.

11. Support Services: Describe the technical support services offered by your company. These services may include on-site support, on-line support, telephone support, and training services. List the number of professionals in your company dedicated to user support. Also list any user groups that may exist. Describe your hours, levels, and types of support.

12. Cost: Include the total project cost to the City and County, as well as costs broken down by each Phase of the project and associated deliverables. The vendor should use its best judgment, based on all information contained in this RFP, to determine all core hardware, core software, optional software, and professional services that are needed to result in a successful project for the City and County. All such costs should be included in the proposal. Costs should include, but may not be limited to, the following:

- a) **Phase 1 Gap Analysis Services.** Include the costs associated with all Phase 1 items described in Section 4.1 above. In addition, include travel and expenses for on-site consultation.
- b) **Phase 2 Implementation Services.** Include the costs associated with all Phase 2 items described in Section 4.2. Include the following details:
 - i. Core Software Licenses - The cost per user seat, number of concurrent users, or by site. Include a description of the licensing structure and the marginal cost of additional users.
 - ii. Optional Software Modules - The cost per user seat, number of concurrent users, or by site for optional, add-on modules of software. The vendor should make a recommendation regarding which optional software modules are appropriate based on the size, scope, and objectives of this project.
 - iii. Software Maintenance Fees - The cost of annual software maintenance fees. Please specify what these fees include. (For example, software upgrades, help desk support, etc.)
 - iv. Costs for installing and configuring the system, performing any necessary customization, etc.
 - v. Data Migration/Conversion Services - This cost can be given as a range. The County recognizes that the amount of work involved may need to be

determined after the successful vendor has examined the Eden data and coordinated with staff from the City and County IT Department.

- vi. Training - Costs for on-site training, off-site training, or Internet facilitated training. Please estimate the appropriate amount of training needed for the City and County staff, which, overall, consists of individuals with good computer skill level.
- vii. User Support - Describe types of user support available and associated fees, if not included in software maintenance.
- viii. Hosted option – describe all costs associated with a hosted option, if one is available.
- ix. Travel and Expenses - Travel costs and expenses for on-site implementation services.

13. Documentation: The proposer will provide a complete explanation of all system hardware, system software, and application software, including installation procedures. The proposer will provide at least one copy of the documentation in hard copy form, in addition to electronic form. The City and County shall retain the right to reproduce copies of the documentation for their own internal use without fees or time limitations.

SECTION 6: SELECTION PROCESS

The City and County anticipate selecting an offeror by late February 2011 and signing contracts to begin work Phase 1 work by the end of March 2011. The City and the County reserve the right to terminate the selection process at any point in time for any reason, and to adjust the selection process schedule. A tentative selection schedule is provided in Table 5 below.

Table 5. Tentative Selection Schedule		
Task	Subtask	Deadline
1. Prepare and Release RFP		
	a. Publish RFP in newspaper and other venues	Nov 22, 2010
	b. Proposals due	Jan 6, 2011
2. Select Vendor		
	a. Evaluate proposals against “first filter” criteria (Round 1 evaluations)	Jan 21
	b. Host standard demos with semi-finalists	Feb 11
	c. Select 2-3 finalists based on detailed criteria (Round 2 evaluations)	Feb 25
	d. Schedule and view finalist demos with fully functional existing client systems	Mar 11
	e. Select successful offeror (Final evaluations)	Mar 25
	f. Council and Board approval of contract	Late April
3. Conduct Phase 1 (gap/fit analysis)		Jul 30
4. Conduct Phase 2 (deployment)		Sep 30
5. Contract Closeout		Oct 30

The selection process will include an initial evaluation round. In Round 1, the project team will use a set of “first filter” criteria to review the proposals and select a set of semi-finalists. The “first filter” criteria can be found in Appendix C.

Those offerors passing through the initial evaluation round will be asked to provide a demonstration of their software. Based on the additional information gathered via the demonstrations and applying a more detailed set of review criteria (Appendix D), the City and County will select finalists in Round 2.

The finalists will be asked to provide a second demonstration that incorporates either information from a similar client or data from the City and County. The project team will review and finalize its scores against the detailed criteria after the second set of demonstrations. The selection of the successful offeror will be based on the final set of scores.

Unsuccessful offerors will be notified and sent a copy of their rating sheets after a contract with the successful vendor is approved.

SECTION 7: CONTRACTS AND PAYMENTS

The contract will include two phases. Phase 1 will be a gap/fit analysis phase, wherein the suitability of the offeror's software will be examined in detail in comparison with the City and County's needs. At the end of Phase 1, the City and County will determine whether to proceed to Phase 2, involving full deployment of the product.

The project will commence after a Phase 1 contract with the selected vendor is signed and approved by the Aspen City Council and Pitkin County Board of County Commissioners.

Payments will be staged. During Phase 1, $\frac{1}{4}$ of the funding will be provided up-front at the start of the project, and $\frac{1}{4}$ respectively at the completion of the first, second, and last agreed upon milestones. During Phase 2, funding will be dispensed in four stages: $\frac{1}{4}$ at project initiation, $\frac{1}{4}$ at the completion of the first major agreed upon milestone, $\frac{1}{4}$ at the completion of the last major milestone, and $\frac{1}{4}$ after satisfactory resolution of any remaining deployment issues.

SECTION 8: ADDITIONAL INFORMATION

Offerors must review all appendices to understand the technical, legal, contractual and other requirements of the City and County. With the exception of software licensing provisions (which will be incorporated) offerors must comply with all of the provisions of the City's contract requirements without change.

APPENDIX A: INSTRUCTIONS TO OFFERORS OF PROFESSIONAL SERVICES

THE CITY OF ASPEN INSTRUCTIONS TO OFFERORS OF PROFESSIONAL SERVICES

1. The City of Aspen has advertised to invite Professionals to submit sealed Proposals as more fully described in the Request for Proposals. The following instructions have been prepared to assist Offerors in the preparation of their Proposals. These instructions may be altered by the City whenever it is deemed necessary in the best interests of the City.
2. The Contract Documents for this project shall consist of the following documents:
 - A. Request for Proposals (Public Notice and Letters to Potential Offerors).
 - B. Instructions to Offerors.
 - C. Addenda, if any.
 - D. Proposal submitted by Offeror.
 - E. Proposal Bond Forms, if any.
 - F. Qualification Form, if any.
 - G. Notice of Award.
 - H. Agreement.
 - I. Scope of Work, if not set forth in the Request for Proposals.
 - J. Notice to Proceed.
3. Information contained in the Contract Documents, as completed during the contract award process, shall be the basis for the Proposals, and nothing shall be deemed to change or supplement this basis except for written revisions to the above documents issued by the City of Aspen.
4. The City of Aspen reserves the right to reject any or all Proposals or accept what is, in its judgment, the best Proposal. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all Proposals submitted, and to negotiate contract terms with the Successful Offeror, and the right to disregard all nonconforming, nonresponsive or conditional Proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
5. The cost of proposal preparation shall be borne solely by the persons or entities submitting proposals.

6. The following procedures or steps shall be followed after the issuance or publication of Request for Proposals:
- A. Reference is made to the Request for Proposals to determine if a pre-Proposal conference will be scheduled, and if so, where and when. If a pre-Proposal conference is scheduled, attendance at the pre-Proposal conference is mandatory unless prior authorization is given by the City. The costs of attendance at a pre-Proposal conference shall be borne entirely by the Offeror.
 - B. Reference is made to the Request for Proposals to determine how complete Proposal Packages may be obtained.
 - C. Before submitting a Proposal, each Offeror must (a) examine the Contract Documents thoroughly, (b) visit the site, if any, to familiarize her/himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize her/himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Work; (d) familiarize her/himself with the unique weather conditions of the City of Aspen and surrounding area that may affect costs, progress or performance of Work; and (e) study and carefully correlate Offeror's observations with the Contract Documents.
 - D. Reference is made to the Request for Proposals for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the the City of Aspen or a consultant in preparing any Drawings or Specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting her/his Proposal each Offeror will, at her/his own expense, make such additional investigations and tests as the Offeror may deem necessary to determine her/his Proposal for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
 - E. Reference is made to the Request for Proposals to determine the place, date, and time for delivering sealed Proposals for this project.
 - F. Proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Offeror and accompanied by the Proposal Security referenced below and other required documents. If the Proposal is sent through the

mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. Proposals submitted by facsimile machine (FAX) shall not be accepted or considered.

- G. Reference is made to the Request for Proposals to determine if Proposal Security shall be required for this project. If a Proposal Security is required then each proposal must be accompanied by Proposal Security made payable to the City of Aspen, in an amount of five percent (5%) of the maximum Proposal price and in the form of a certified or bank check or a Proposal Bond (on form attached, if a form is prescribed) issued by a Surety.

The Proposal Security of the Successful Offeror will be retained until such Offeror has executed the Agreement and furnished the required Payment and Performance Bonds, if any are required by the Supplemental General Conditions, whereupon it will be returned; if the Successful Offeror fails to execute and deliver the Agreement and furnish the required Performance and Payment Bonds, if any are required, within fifteen (15) days of the Notice of Award, the City of Aspen may annul the Notice of Award and the Proposal Security of that Offeror shall be forfeited. The Proposal Security of any Offeror whom the City of Aspen believes to have a chance of receiving the award may be retained by the City of Aspen until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty first (61) day after the Proposal opening. Proposal Security of other Offerors will be returned within seven (7) days of the Proposal opening.

- H. Reference is made to the Request for Proposals for any Proposal Forms that may be required to be completed as part of the Proposal. Proposal Forms, if any are required, must be completed in ink or by a printer/typewriter. The Proposal price must be stated in words and numerals; in case of a conflict, words will take precedence. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership named and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- I. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be

executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals. If, within twenty four (24) hours after Proposals are opened, any Offeror files a duly signed written notice with the City of Aspen and promptly thereafter demonstrates to the reasonable satisfaction of the City of Aspen that there was a material and substantial mistake in the preparation of her/his Proposal, that the Offeror may withdraw her/his Proposal and the Proposal Security will be returned. Thereafter that Offeror shall be disqualified from submitting a Proposal.

- J. At the place, date and time fixed for opening Proposals, all Proposals received prior to that time shall be opened and reviewed. All Proposals shall remain open for a period of thirty (30) days, but the City may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.
- K. The City shall then evaluate each Proposal in the best interests of the City of Aspen. The proposals shall be evaluated to determine which are the most advantageous to the City of Aspen taking into consideration price, the evaluation factors set forth at Section 3-14(f) of the Aspen Municipal Code, and any factors set forth in the Request for Proposals.
- L. Prior to accepting a Proposal, the City may decide to interview one or more Offerors to negotiate final contract terms for inclusion in the Agreement.
- M. To demonstrate qualifications to perform the Work, each Offeror must be prepared to submit within five (5) days of a request, financial data, previous experience or evidence of authority to conduct business in the state of Colorado. Notwithstanding any language to the contrary contained in any Request for Proposals, professionals shall not be required to divulge any information they deem to be confidential regarding previous clients, work performed, or cost of said previous work. The request, if any, for financial data is intended solely to help assess the professional's capacity and qualifications to work for the City.
- N. Upon determining the successful Offeror, the City of Aspen shall send to the Successful Offeror a Notice of Award notifying the recipient of the City's acceptance of the Offeror's Proposal, subject to the City Manager or City Council approval of the Contract Documents. The Notice of Award shall also forward to the presumptive Successful Offeror three (3) unexecuted copies of the Agreement with instructions to execute and return the same to the

City within ten (10) days or risk having their Proposal declared abandoned. If the proposed Agreement shall be for an amount in excess of \$25,000.00, the City Council at its next regularly scheduled meeting following receipt by the City of the duly executed copies of the Agreement shall be asked to consider approval of the Agreement and authorize the Mayor of the City of Aspen to execute the same. If the proposed Agreement shall be in an amount equal to or less than \$25,000.00 the City Manager shall be asked to consider approval of the Agreement by executing the same.

- O. Upon receipt of all documents required by the Notice of Award and upon approval of the Agreement by the City Council or City Manager, the Successful Offeror shall be sent a Notice to Proceed along with a copy of the Agreement duly executed by the City Manager or Mayor of the City of Aspen.
7. All purchases of supplies, construction or building materials shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The City of Aspen's State of Colorado tax identification number is 98-04557. The City of Aspen's Federal Tax Identification Number is 84-6000563.
 8. There are specific indemnity and insurance requirements which the Successful Offeror must comply with prior to the start of Work for this project. These requirements are set forth in detail in the Agreement.
 9. The submission of a Proposal will constitute an incontrovertible representation by the Offeror that he has complied with every requirement of these instructions and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
 10. Reference is made to the Request for Proposals for the identity of the City of Aspen's project manager(s) who will coordinate all aspects of the selection process. All questions about the meaning or intent of the Contract Documents shall be submitted to the project manager(s) in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the project manager(s) as having received a Proposal Package. Questions received less than ten (10) days prior to the date of Proposal openings may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 - 11.. By submitting an offer or bid, Professional certifies and represents that at this time:
 - (i) Professional shall confirm the employment eligibility of all employees who are newly hired for employment in the United States; and

(ii) Professional has participated or attempted to participate in the Basic Pilot Program in order to verify that it does not employ illegal aliens.

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APPENDIX B: STANDARD CITY CONTRACT FOR PROFESSIONAL SERVICES



The City of Aspen
City Attorney

CITY OF ASPEN STANDARD FORM OF AGREEMENT - 2010

PROFESSIONAL SERVICES

City of Aspen Project No.: _____.

AGREEMENT made as of _____ day of _____, in the year _____.

BETWEEN the City:

The City of Aspen
c/o _____
130 South Galena Street
Aspen, Colorado 81611
Phone: (970) 920-5055

Contract Amount:

Total: \$ _____

And the Professional:

c/o _____

Phone: _____

If this Agreement requires the City to pay an amount of money in excess of \$25,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: _____

Resolution No.: _____

For the Following Project:

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work.
Exhibit B: Hourly Fee Schedule.

The City and Professional agree as set forth below.

1. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.
2. Completion. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than _____. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.
3. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.
4. Non-Assignability. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.
5. Termination of Procurement. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.
6. Termination of Professional Services. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the

termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the

City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

Professional's Insurance.

- (a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- (b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (i) *Workers' Compensation* insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and *Employers' Liability* insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.
 - (ii) *Commercial General Liability* insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
 - (iii) *Comprehensive Automobile Liability* insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.

(iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS (\$1,000,000) each claim and ONE MILLION DOLLARS (\$1,000,000) aggregate.

(c) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

(d) The certificate of insurance provided by the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

(e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

(f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000.00 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

City's Insurance. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Finance Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific

coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.

Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

Notice. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.

Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 13-98, pertaining to non-discrimination in employment.

Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the Mayor of the City of Aspen (or a duly authorized official in his absence) following a Motion or Resolution of the Council of the City of Aspen authorizing the Mayor (or a duly authorized official in his absence) to execute the same.

16. Illegal Aliens – CRS 8-17.5-101 & 24-76.5-101.

(a) Purpose. During the 2006 Colorado legislative session, the Legislature passed House Bills 06-1343 (subsequently amended by HB 07-1073) and 06-1023 that added new statutes relating to the employment of and contracting with illegal aliens. These new laws prohibit all state agencies and political subdivisions, including the City of Aspen, from knowingly hiring an illegal alien to perform work under a contract, or to knowingly contract with a subcontractor who knowingly hires with an illegal alien to perform work under the contract. The new laws also require that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

(b) Definitions. The following terms are defined in the new law and by this reference are incorporated herein and in any contract for services entered into with the City of Aspen.

“Basic Pilot Program” means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

“Public Contract for Services” means this Agreement.

“Services” means the furnishing of labor, time, or effort by a Contractor or a subcontractor not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.

(c) By signing this document, Professional certifies and represents that at this time:

(i) Professional shall confirm the employment eligibility of all employees who are newly hired for employment in the United States; and

(ii) Professional has participated or attempted to participate in the Basic Pilot Program in order to verify that new employees are not employ illegal aliens.

(d) Professional hereby confirms that:

(i) Professional shall not knowingly employ or contract new employees without confirming the employment eligibility of all such employees hired for employment in the United States under the Public Contract for Services.

(ii) Professional shall not enter into a contract with a subcontractor that fails to confirm to the Professional that the subcontractor shall not knowingly hire new employees without confirming their employment eligibility for employment in the United States under the Public Contract for Services.

(iii) Professional has verified or has attempted to verify through participation in the Federal Basic Pilot Program that Professional does not employ any new employees who are not eligible for employment in the United States; and if Professional has not been accepted into the Federal Basic Pilot Program prior to entering into the Public Contract for Services, Professional shall forthwith apply to participate in the Federal Basic Pilot Program and shall in writing verify such application within five (5) days of the date of the Public Contract. Professional shall continue to apply to participate in the Federal Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Professional is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Federal Basic Pilot Program is discontinued.

(iv) Professional shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

(v) If Professional obtains actual knowledge that a subcontractor performing work under the Public Contract for Services knowingly employs or contracts with a new employee who is an illegal alien, Professional shall:

(1) Notify such subcontractor and the City of Aspen within three days that Professional has actual knowledge that the subcontractor has newly employed or contracted with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the new employee who is an illegal alien; except that Professional shall not terminate the Public Contract for Services with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(vi) Professional shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(vii) If Professional violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City of Aspen may terminate the Public Contract for Services. If the Public Contract for Services is so terminated, Contractor shall be liable for actual and consequential damages to the City of Aspen arising out of Professional's violation of Subsection 8-17.5-102, C.R.S.

(ix) If Professional operates as a sole proprietor, Professional hereby swears or affirms under penalty of perjury that the Professional (1) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (2) shall comply with the provisions of CRS 24-76.5-101 *et seq.*, and (3) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement.

7. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.

(b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering 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 this Agreement, or to any solicitation or proposal therefore.

(c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

(d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and
4. Recover such value from the offending parties.

8. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

9. General Terms.

(a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the

execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO:

[Signature]

By: _____
[Name]

Title: _____

Date: _____

PROFESSIONAL:

[Signature]

By: _____
[Name]

Title: _____

Date: _____

Approved as to form:

City Attorney's Office

EXHIBIT A

Scope of Work

EXHIBIT B

Hourly Fee Schedule

APPENDIX C: ROUND 1 REVIEW CRITERIA

All proposals will be evaluated against the Round 1 Criteria below, and must score at an “acceptable” level against ALL of the criteria in order to proceed to the next Round of consideration.

A. Qualifications, experience level, and financial status of the company

B. Overall project management approach and timeline

C. Cost

D. Technical capabilities

1. Ability to create separate City and County databases

- Ability for each entity to manage their own systems separately
- Ability for some City and County Community Development employees and some referral departments to access both City and County systems to manage records, enter information, etc.
- Ability for both City and County systems to have the same functionality, including real-time connection to GIS and Laserfiche systems
- Ability for each entity’s system to have a unique setup that supports separate Finance Department general ledger accounts; different permit types and associated custom fields, fees, and reports; and in some cases, different processes and structures.
- Ability for both entities to share certain databases where it makes sense for cost savings and the ability to share data, such as with License records.

2. Ability to handle electronic plans review

- Allow multiple users to review, edit, and comment on a set of electronic plans and other application documents simultaneously.
- Ability to create dynamic forms that can change dependant on data entered by customer (example: customer enters that project is commercial and form is auto populated with relevant questions)
- Ability to make calculations, take measurements, redline, and insert notes on sets of plans.
- Ability to insert revised sets of plans into existing and insert notes on changes

3. Presence of a dynamic citizen access portal

- Provide a single portal access point that then splits between City and County data. For example, a contractor only needs to login once, but once logged in, will need to choose between City and County data in order to submit or view records.
- Provide accurate, easy to interpret, real-time application status information, including approvals, holds, rejections, and associated information, to individual applicant and/or licensee.

- Ability to submit permits and land use applications and all associated documents
 - Ability to pay for permits, and other services online
 - Ability to estimate fees due for customer at submittal based on permit and parcel criteria entered on application
 - Ability to comment on projects, submit complaints, or upload additional documents
 - Ability to schedule inspections
 - Ability to provide secure access to data
- 4. Real-time GIS and Laserfiche interfaces**
- Ability to access real-time data tables and mapping from GIS
 - Ability to transfer and retrieve documents to/from Laserfiche
- 5. Ability to create new fields within a permit type**
- Ability to auto-populate existing permits with newly created field.
Example: you create a new field to track permeable surface sq ft. Now all new permits will contain that field; however, you also want that field to appear in permits already in process – you have the option to also add that field to existing permits in one step vs. opening each permit and inserting the field manually.
- 6. Dynamic search capabilities**
- Ability to easily search the database by any field or combination of fields within the database.
 - Ability to search using filtering symbols such as greater than, less than, does not equal, and, or, etc. and in combination (example: search dates >1/1/2010 for permit types PRBK and PRBU)
 - System supports date fields with calendar drop downs
- 7. Ability to handle mobile inspections**
- Ability for inspectors to have access to database (offline or online) from a laptop in the field.
 - Ability for inspectors to enter inspection comments, etc, either directly into the software when online and connected, or to enter comments into a standalone software version when not connected and upload and synchronize data when they get a connection
 - Ability for inspectors to print out a copy of the inspection sheet for the customer while in the field
 - Ability to control number of inspections assigned to each inspector
 - Ability to auto generate re-inspections
- 8. IVR Capabilities**
- Ability to receive inspection requests and automatically schedule within permitting system
 - Ability to refuse invalid inspection requests

Other High Priority Requirements

9. Reporting

- Ability to export query data to MS Excel, Word, Access
- Compatibility with powerful report generating software, such as Crystal Reports
- Ability to differentiate between weekdays and weekend days for time in process tracking
- Ability to easily generate ad hoc reports
- A large selection of canned reports within the system

APPENDIX D: ROUND 2 AND 3 REVIEW CRITERIA

The criteria in this appendix will be used to further evaluate offerors meeting all of the requirements in Round 1.

CRITERIA SET A: COMPANY QUALIFICATIONS	
No.	Requirement Description
1	Financial stability (market share; financial condition)
a	Market Share
b	Financial condition
c	Company reputation (5-year retention rate; customer satisfaction)
2	Relevant Experience
a	Experience with similar deployments
b	Availability of experienced staff for this deployment
c	Length of time in business
3	Commitment to quality and customer service
a	Commitment to continuous product improvement (ex: frequency of software upgrades; responsiveness to customer needs)
b	Approach to support (ex: level and hours of support provided; anticipated response time for help)
c	Level and type of training included
d	Warranty policy

CRITERIA SET B: COST	
No.	Requirement Description
1	First year software and hardware cost
2	On-going maintenance and support cost
3	Cost of additional training
4	Cost of scale-up
5	Other costs

CRITERIA SET C: PROJECT APPROACH, MANAGEMENT, AND TIMELINE

No.	Requirement Description
1	Completeness of Phase 1 project plan
2	Completeness of Phase 2 project plan
3	Feasibility and responsiveness of project plan
4	Timeliness of project plan
5	Adequacy of cost, timing, and scope controls

CRITERIA SET D: TECHNICAL SOLUTION

1. Technology Systems and Administration Requirements

No.	Requirement Description
IT SYSTEM COMPATIBILITY	
1	System is compatible with Dell servers.
2	System is compatible with MS Windows 2003/2008 32/64 bit server operating systems.
3	System is compatible with Dell-EqualLogic, iSCSI SAN infrastructure.
4	System is compatible with Gateway, Dell, and other work stations.
5	System is compatible with Windows XP and Windows 7 operating systems.
6	System is compatible with LAN/WLAN networks.
7	System is compatible with TCP/IP protocol
8	System is compatible with Internet Explorer versions 7 and 8; Mozilla Firefox
9	System is compatible with Outlook on Exchange Server 2003
10	System is compatible with Microsoft SQL server 2005 and 2008 databases.
11	System is compatible with Sophos anti-virus software.
12	System is compatible with networked HP, Ricoh, and Xerox printers.
13	System is compatible with Checkpoint SSL Network Extender/RSA SecurID and NetMotion VPN access
14	System is compatible with Qwest ISP/full DS3.
15	System is compatible with Microsoft Active Directory Domain Services.
16	System is compatible with a system using Legato to tape for backup.
17	System is compatible with HP, Fujitsu, an Canon scanners.
18	System is compatible with MS Office 2003, 2007, and 2010 business applications.
19	System has a hosted option.
SYSTEM INTEGRATION AND MANAGEMENT	
20	System conforms to open architecture standards
21	System can integrate with other applications via web services
22	System updates require a minimum of IT involvement and time.
23	System allows simultaneous access to data by concurrent users
24	System has the ability to schedule processes and to change the time of scheduled processes
25	Customer has the ability to upgrade applications as new releases are deployed
26	Ability to customize the software and develop additional tools post-implementation without reliance on the vendor

27	Database can be accessed by customer's IT personnel in order to create connections to other City and County applications (i.e. database is not proprietary)
28	System is based on industry best practices and uses common business process flow
29	Applications are integrated and modules work cohesively
30	Ability to integrate with ESRI-based GIS system (ArcGIS 9.3.1 and 10, ArcGIS Server 10, ArcSDE 9.3.1 and 10), at the parcel and subparcel level
31	Ability to provide accurate, real time GIS and mapping information
32	Ability to integrate with EDEN V5.4 and other financial software.
33	Ability to integrate with Laserfiche V8.1.2 and Weblink V8.0.2 (the web version of Laserfiche)
34	Ability to integrate with all necessary systems without a significant decrease in system performance and responsiveness
35	Ability to generate exception reports on system functions.
36	Ability to work with Smartphones and other mobile devices capable of integrating with the City/County network
SECURITY	
37	Ability to designate and provide specified users and groups with read only access to screens, tables, records and fields
38	Ability for user defined edit and validation rules to control data integrity
39	Ability to prevent a primary record from being deleted if secondary records exist
REMOTE SERVICES	
40	Ability to access features and functionality in a disconnected state (i.e. via PDA or laptop devices in the field).
41	Ability to send email notifications
42	Ability to send text message notifications
43	Ability to send automated voice-mail notifications
HELP	
44	Ability to customize help documentation.
45	Availability of documentation specific to IT administration.
46	Extensive help within the application.

CRITERIA SET D: TECHNICAL SOLUTION

2. General Functional Requirements (Applicable to All Departments and Agencies)

No.	Requirement Description
EASE OF USE FOR STAFF AND APPLICANTS	
1	Provide an intuitive, easy to navigate, web-based portal
2	Provide easy to use help features
3	Provide up-to-date system documentation and user help online
4	Provide system documentation and user help within the program itself
5	Provide context sensitive documentation and help
6	Provide the easily ability to upload and download attachments, including large files such as plats and architectural drawings
7	Dynamically generate forms, based on user-specified parameters
8	Provide the ability for staff and applicants to share information and documents during on-line meetings.
9	Provide the ability to review, modify, and markup plans electronically
10	Provide the ability to print all permit-related information.
11	Ability to link multiple permits, cases, plans, and licenses to a single master project
12	System supports date fields with calendar drop downs
13	Provide user prompts to correct errors.
14	Provide controls on data entry formatting.
15	Ability to rapidly query permit information for answering telephone inquiries.
APPLICATION/FORM SUBMISSION AND TRACKING BY APPLICANTS	
16	Provide for on-line and paper completion and submission of licenses, applications, and permits
17	Provide ability to modify and update information on-line, including the ability to provide additional information submittals
18	Allow printing of forms, attachments, and related information
19	Provide for electronic signatures and stamps
20	For existing customers, automatically populate data fields with previously entered information
21	Provide security to prevent unauthorized access to submissions
22	Prevent submission of incomplete applications/forms.
23	Provide user prompts to correct errors.
24	Provide controls on data entry formatting.
25	Provide the ability to communicate on-line with staff to ask questions, clarify needs, submit additional required information, mark up drawings, or make modifications to submittals.
26	Provide the ability for applicants to automatically receive notice of public hearings, agenda, and other meetings regarding their application.
27	Provide the ability for citizen's at large to provide comments or post complaints over the web, including the ability to upload photos
28	Provide the ability for customers to be able to login and track the process and see what conditions need to be met.

29	Ability to have multiple names, addresses, & phone numbers to be entered for an application. Allow for searches by any of these names to locate a permit.
30	Ability to have multiple subcontractors associated with a single permit. For example, an electrical permit could have two or more subcontractors. Allow for online searches by any of these names to locate a permit.
FEE CALCULATION AND TRACKING	
31	Accurately calculate fees as forms are completed
32	Allow for partial or full fee payments on-line or in-person
33	Allow payment by cash, check, echeck, or credit card
34	Allow for electronic payments via third-parties such as PayPal
35	Provide the ability to charge re-inspection fees
36	Provide the ability to estimate fees for potential projects
37	Allow manual updates of fee payments
38	Track fee payment status by fee type and status (paid, outstanding)
39	Provide reports on financial payment status, by individual applicant or by groups of applicants
40	Ability to assign a receipt to a file
41	Provide the ability to assess fees and collect payments by the appropriate step in the process (planning, permit applications, etc.)
42	Ability to warn counter staff of contractors who historically submit bad checks
43	Ability to delete and edit receipts
44	Fees displayed during processing should be determined by the type of project with only the fees applicable to the project type being displayed.
45	Ability to set multiple fee due dates (staggered due dates)
46	Ability to modify fees after permit issuance
47	Flexible payment options, including but not limited to: ability to make partial payments and prioritize payments; ability to split or join fees; ability to generate refunds; ability to void fees.
48	Ability to export payment detailed information to external financial system
49	Ability to automatically calculate impact fees based on a property's location (i.e. water and sewer district, fire protection district, etc.) base on county created GIS boundary data.
50	Ability to prevent overpayments (i.e. disallow payment amounts greater than amount due)
51	Ability to electronically sign and stamp permits and licenses
52	Ability to charge hourly fees for services
53	Ability to prevent application approval until all fees have been paid
54	Ability to post fees by internal fund transfers
SCHEDULING	
55	Provide for on-line cheduling of meetings
56	Provide for IRV scheduling of meetings
57	Provide for on-line scheduling of inspections.
58	Provide for IRV scheduling of inspections.
59	Provide for on-line scheduling of qualifications testing for contractors.
60	Provide for IRV scheduling of qualifications testing for contractors.
PROCESS MANAGEMENT AND TRACKING	
61	Automatically email appropriate review departments once a permit application has been logged and is ready for review

62	Ability to automatically assign new file numbers and folders based on application type
63	Provide for flexible workflow design, control, and status monitoring for multiple types of applications and licenses
64	Allow multiple parties to concurrently and easily access electronic applicant information, enter comments, update conditions and requirements for approval; make modifications to plans and other documents; and share this information in real time with one another.
65	Provide the ability for electronic plan reviews and markups, as well as documentation of inspections. Include the ability to print documents. documents
66	Provide the ability to automatically generate letters and other documents communicating interim and final decisions and information needs.
67	Provide the ability to place holds or "flags", so no additional activity or approvals can continue on a permit until a code violation is addressed
68	Track conditions of approval.
69	Provide email and other alerts ("ticklers") for due events and tasks, both short and long term. Alert staff to upcoming meetings, as well as issues and requirements, including conditions of approval, pending future requirements, and other future follow-up actions required.
70	Provide accurate, easy to interpret, real-time application status information by individual applicant/licensee, step in the process, approvals granted, and other key data fields.
71	Provide the ability to indicate approval status by step in the process, including probationary/conditional approval, approval of milestones, and final acceptance
72	Provide the ability to change the duration or open period for a permit. Provide the ability to send notifications of this change.
73	Provide the ability to check information and status via mobile devices such as smartphone/iphones
74	Provide version control and version comparison.
75	Provide the ability to track project milestones
76	Provide for easy analysis of process performance (cycle times, errors, work in progress, work submitted, work completed, etc.) by step in the process and overall
77	Provide the ability to differentiate between work days and weekend days in tracking performance
78	Ability to track correspondence history
79	Ability to enter notes and comments freeform.
80	Ability to document and track what happened after project approval.
81	Ability to export meetings, events, etc. to Outlook calendars
	GEOGRAPHIC INFORMATION
82	Provide the ability to view specific locations of permits, permit applications and other permit related information, construction sites, etc. in GIS
83	Provide the ability to tie permits to a specific geographic location ,not just a parcel
84	Provide the ability to track parent/child parcel numbers and data when a parcel is split or subdivided
85	Provide histories of permits and licenses by address and parcel
86	Allow user to identify specific area on a map and pull up all development data for specific area. Circle area, choose streets, enter address and radius, etc.
87	Ability to perform spatial queries using GIS data provided
88	Ability to embed map image in notifications
	SECURITY

89	Provide security to prevent unauthorized access to open or completed applications/licenses information.
90	Provide security to prevent unauthorized changes to each department's information
91	Ability to configure security to assure that only authorized persons are allowed to sign off or provide approvals of process steps or application completion
GENERAL REPORT REQUIREMENTS	
92	Ability to easily generate standard and customized ad hoc reports, drawing from information in any or all data fields entered by applicants
93	Allow creation of individual and summary reports by any field of data, or groups of data fields, entered by the applicant
94	Allow filtering of applicant data (for instance, by permit type)
95	Ability to schedule and automatically route reports
96	Ability to graphically display and perform basic statistical analysis on-the-fly
GENERAL SEARCH CAPABILITIES	
97	Ability to perform flexible searches (i.e. non-case sensitive, wildcards, etc.)
98	Ability to easily search the database by any relevant field or combination of fields entered (parcel id, permit number, applicant name, applicant type, development type, document type, etc.)
99	Ability to search documents associated with applications, such as comments, letters, and other documents
100	Ability to search for applications using user defined criteria including but not limited to address, parcel number, associated names, dates, application # or any combination of these items
101	Robust search capability (for instance, – if incorrect address or spelling is off system should offer “do you mean this” options to choose from.)
CONTRACTOR TRACKING	
102	Allow for the capture of basic contractor information and track status of contractor licenses
103	Ability to have multiple subcontractors associated with a single permit
104	Perform automatic checking of requirements for a contractor before a permit may be written during permit processing. These requirements to consist of verification of validity of contractor's business license and expiry date.
105	Alert input person if contractor license is expired

CRITERIA SET D: TECHNICAL SOLUTION	
3. Additional Functional Requirements for Planning	
No.	Requirement Description
SEARCH CAPABILITY	
	Include ability to search the following.
1	o Code Interpretations
2	o Approvals without Parcel #, such as special event permitting, ie. Food & Wine
3	o Text & Map Amendments
4	Provide the ability to search what has been approved and built over a specific time frame, ie. 10 years
PLANNING REPORTS	
5	Ability to generate a report listing all projects and associated applications
6	Ability to generate a report listing all projects assigned to a planner
7	Ability to print out a daily summary of revenues by "start" and "end" date
8	Ability to generate a report listing all outstanding plan reviews
9	Ability to generate a report listing all fees and payments associated to a project
10	Ability to print out a detailed revenue report which shows each item receipted
11	Ability to create quarterly reports for impact fees
12	Ability to generate a report listing all projects that have expired
13	Ability to generate a report detailing applications status
14	Ability to generate a report detailing project milestones
15	Ability to generate a report detailing time required to complete plan reviews
16	Ability to generate a report detailing all scheduled hearings
17	Ability to track Growth Management Allotments
18	Ability to track projects that have been approved but not yet built (that is, projects with vested development rights not yet built)
PLANNING AND ZONING APPLICATION REVIEW	
19	Provide for the ability to measure dimensional requirements such as lot and building size
20	Provide for the ability to automatically calculate figures such as floor area ratio
21	Provide for the ability to automatically detect and determine compliance with routine zoning requirements, based on application data
22	System prevents the change in Plan review status to "completed" if corrections exist and are still outstanding
23	Ability to provide information on lot Sizes, using information generated by City Assessors and GIS, including data for duplex or multiple family parcels.
24	Allow users to flag entire projects or individual project conditions in such a manner as to alert the Building personnel of a project or special condition at the time of permit application.
25	Ability to schedule a hearing
26	Provide a method of producing meeting documents (such as agendas) for all projects scheduled for a particular meeting and date. Documents should be accessible without re-keying comments and/or conditions entered previously as part of the individual project reviews.
27	Provide the ability to document and track conditions of land use approval, including those that must be met prior to building permit application submission.
28	Ability to schedule, communicate and track/enter Design Review Committee notes all on system
29	Include the Development Order in the system and cross reference information for reporting purposes.
PLANNING AND ZONING COMPLIANCE REVIEW DURING BUILDING PERMITTING	

30	Ability to define structure detailed data items based on the type of work being performed. For example, a different set of data may be set up for renovation permits than for new single family homes.
	ZONING INSPECTION DURING BUILDING PERMITTING
31	Ability to enforce appropriate inspection order when sequence is important.
32	Ability to disallow an inspection to be scheduled if there is a flag in the file indicating a problem.
33	Ability to disallow a final inspection approval until all predevelopment conditions are met
34	Alert inspectors and supervisors of inspections that are overdue
35	Ability to automatically generate re-inspections
36	Ability to access permit applications and enter inspection results while offline and have data automatically synchronized when connection is restored

CRITERIA SET D: TECHNICAL SOLUTION	
4. Additional Functional Requirements for Buildings	
No.	Requirement Description
	BUILDING REPORTS
1	Ability to generate a report listing all outstanding permit fees
2	Ability to generate monthly reports on fee income by each building permit type
3	Ability to generate a report listing all permit fees paid within a specified time frame
4	Ability to generate a report listing all inspections by status
5	Ability to generate a report of all scheduled inspections by inspector
6	Ability to generate a report listing all completed inspections by inspector and detailing average time required to complete an inspection
7	Ability to generate a report listing all permits by status
8	Ability to generate a report detailing permit turnaround time
9	Ability to generate a report listing the status of all contractor licenses and notify if contractor is applying for a new permit while license is expired
10	provides list of permits about to expire and generates notification letter
11	provides list of permit applications about to expire
12	generates letters that notifying that permit has expired
13	generates notice of non-compliance and/or letter of compliance
14	generates permit activity reports
15	generates project activity reports and sub-permit activity
	BUILDING PERMIT INTAKE
16	Alert permit input person if previous permits have not been closed out
	BUILDING PERMIT PLAN REVIEW
17	Allow application to be created on a temporary parcel. Actual parcel number and address required before a C/O may be issued.
18	Ability to define structure detailed data items based on the type of work being performed. For example, a different set of data may be set up for renovation permits than for new single family homes.
19	Ability to track where building plans are in the review process
20	Ability to define and maintain codes using pick lists for such items as type of construction, occupancy type, etc.
21	Allow for a distinction between building permits (projects) and related sub-permits
22	Ability to define valuation calculations based on a user-defined table of construction values.

23	Ability to define square footage calculations based on a user-defined table of square footage values.
24	Ability to duplicate an existing permit application and all associated information to a new application at a different location. An example would be a "standard plan" type of application that is being built repeatedly by a contractor.
25	Ability to track construction bonds posted for permit applications and transact through cashiering.
26	Calculate permit expiration date automatically based on user parameters. Ability to extend expiration date based on inspection activity. Provide option and ability to send notification letters to contractors and/or owners prior to permit expiration.
BUILDING INSPECTIONS	
27	Ability to schedule inspections and track inspection results
28	Ability to enforce appropriate inspection order when sequence is important.
29	Ability to update the Permit Status to Final once all inspections are complete
30	Ability to disallow an inspection to be scheduled if there is a flag in the file indicating a problem.
31	Ability to disallow a final inspection approval until all predevelopment conditions are met
32	Ability to automatically assign inspections to inspectors based on geographical zone
33	Ability to automatically assign inspections to inspectors based on areas of expertise
34	Ability to limit/control the number of inspections assigned to an inspector
35	Ability for supervisor to reassign an inspector's scheduled inspections
36	Ability for inspectors to take data contained in the database out into the field using a PDA or other device.
37	Ability to send text messages to the public to let them know about updated inspection times
38	Ability to provide an inspection checklist that can be updated
39	Alert inspectors and supervisors of inspections that are overdue
40	Ability to automatically generate re-inspections
41	Ability for inspectors to check in the field if a building permit has been pulled for a certain property
42	Ability to access permit applications and enter inspection results while offline and have data automatically synchronized when connection is restored
CO ISSUANCE	
43	Ability to print final inspection approval documents and certificates directly from the program

CRITERIA SET D: TECHNICAL SOLUTION	
5. Additional Functional Requirements for Referral Agencies	
No.	Requirement Description
Engineering, Stormwater, Construction Mitigation	
1	Ability to track Construction Management Office daily inspections and results
2	Ability to track bonds, including the ability to track bonds across multiple permits
3	Ability to receive an owner change notification from GIS on encroachment permits
4	Ability to track Special Event Permits
Environmental Health (Food Safety Inspections)	
5	Ability to flag projects with commercial kitchens
6	Ability to record food safety inspection results while disconnected and automatically synchronize data when connection is re-established
7	Ability to easily track change in ownership of establishments
8	Ability to track income from food safety inspections

	Parks
9	Ability to add tree permits
10	Ability to allow an offsite department like parks to access scanned permits, building permits, and engineering permits
11	Link tree permits that are related to building permits, so applicants can see that the building permit is on hold for tree permit
12	Link to or access GIS aerial photos (for example, ability to hit a tab and have it open the GIS data to the address and show existing aerial photos)
	Water; Sanitation
13	Requirements are captured in Basic Technical Requirements
	Fire
14	Ability to track fire code occupancy code violations
15	Ability to track liquor licenses
16	Ability to interface with Rescue Net / Zoll Data Systems
17	Ability to track occupant loads
18	Provide the ability to view as-builts in laserfiche

CRITERIA SET D: TECHNICAL SOLUTION	
6. Additional Functional Requirements for Referral Agencies	
No.	Requirement Description
1	Ability to apply for and pay for licensing on line if required information is complete
2	Ability to sign affidavits electronically
3	Ability to interface with permits or inspections, giving warnings when licensed contractor is expired
4	Ability to have more than one kind of license for a contractor
5	In cases where a contractor has more than one type of license, the ability to choose which lices applies to each permit.
6	Report for putting status of licensed contractors on the web.
7	Ability for the licensing module to share address database with other modules.
8	Ability to share the licensing database between the city and county, with ability for both sides to edit data.
9	Ability, when a contractor is in a permit, to pop up a notification if that contractor has an expired license.
10	Ability to create a report to generate letters automatically for contractors who are currently about to expire, for whatever time range we choose. The ability to print a renewed or new certificate.
11	Ability to edit expiration dates or any portion of the record without the system requiring a change to the contractor license number.
12	Ability to maintain a history of contractor licenses.
13	Ability to track multiple individuals and their BEST card information under a business.
14	Ability to bring in 5 years of data on active and inactive contractors.