



**I) REQUEST FOR PROPOSALS
FOR
REGULATORY APPLICATION / WORKFLOW SYSTEM- RFP #2991**

and/or

**II) REQUEST FOR QUALIFICATIONS WITH OR WITHOUT PROPOSALS
FOR
INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM – RFQ/P #2991**

PROPOSAL NUMBER 2991

I) REGULATORY APPLICATION / WORKFLOW SYSTEM-PROPOSAL SUBMISSION DEADLINE:
July 8, 2010, by 3:00pm

II) INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM QUALIFICATIONS-
PROPOSAL SUBMISSION DEADLINE: July 8, 2010, by 3:00pm

PROPOSAL CONTACT: **Jason MacDonald, Purchasing Manager**

Phone: (559) 621-1332

Fax: (559) 488-1069

CITY OF FRESNO
PROPOSAL / QUALIFICATIONS SPECIFICATIONS

I) REQUEST FOR PROPOSALS

REGULATORY APPLICATION/WORKFLOW SYSTEM

and/or

II) REQUESTS FOR QUALIFICATIONS WITH OR WITHOUT PROPOSALS

INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

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I.) INTRODUCTION

PURPOSE/DESCRIPTION/GUIDELINES

The Purpose of this document is twofold:

I) A Request for Proposals – Regulatory Applications/Workflow System

The City of Fresno is soliciting proposals to provide a software solution to manage the workflow requirements during any Regulatory Application process within the Planning and Development Department

and/or

II) A Request for Qualifications with or without Proposals - Interactive Web-Based Development Entitlement Program

The City of Fresno is requesting vendor qualifications with or without proposals, related to the ability to provide an Interactive Web-based Development Entitlement Program for the purpose of automating its development entitlement processes, The City believes that Interactive Web-based Development Entitlement programs should exist, but is not aware of any specific capabilities in this area; and is therefore seeking out those abilities.

General Guidelines

- 1) Applicants may submit for either one or both the Regulatory Applications/Workflow RFP, and the Interactive Web-Based Development Entitlement Program RFQ/P in this document.**
- 2) The City may negotiate proposals received and award on either one, or both of the Regulatory Applications/Workflow RFP, and the Interactive Web-Based Development Entitlement Program RFQ/P in this document.**
- 3) Applicants submitting qualifications only in response to the Interactive Web-Based Development Entitlement RFQ/P are specifically advised that City has reserved the right to negotiate and award on proposals received in response to the Interactive Web-Based Development Entitlement RFQ/P in this document, without any phased or further solicitation, and accordingly applicants may not have a subsequent opportunity to submit proposals in response to the Interactive Web-Based Development Entitlement RFQ/P in this document.**
- 4) The term “Proposal” is used in relation to the RFPs within this document.**
- 5) The terms “Submitter” and “Submittal” refer to applicants submitting RFP Proposals and/or RFQ/P Qualifications with or without Proposals hereunder.**
- 6) The same timelines apply to both the Regulatory Applications/Workflow RFP, and the Interactive Web-Based Development Entitlement RFQ/P in this document.**

NOTICE INVITING SUBMITTALS

Sealed submittals will be received at the office of the Purchasing Manager of the City of Fresno, 2101 "G" Street, Building "A," Fresno, California 93706, all in accordance with the Specifications for:

REGULATORY APPLICATION/WORKFLOW SYSTEM – RFP #2991

and/or

INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM – RFQ/P #2991

The City of Fresno is: I) Soliciting proposals to provide a software solution to manage the workflow requirements during any Regulatory Application process within the Planning and Development Department and/or II) Requesting vendor qualifications with or without proposals to provide an Interactive Web-based Development Entitlement Program.

I) REGULATORY APPLICATION/WORKFLOW SYSTEM

A Regulatory Application is any type of request from the public that requires the city staff to ensure compliance with established guidelines, specifications or legislation.

The types of regulatory applications that we will implement under this RFP are: Building Permit with all sub categories, General Plan amendments, Rezone and Conditional Use Permits, Site Plan Review, Encroachment Permits, and related processes. Based on implementation of these six (6) regulatory applications, the number of concurrent users required will be one hundred (100). However, we want to implement all other Regulatory Applications within the City in the future using the same system. The RFP forms and specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: www.fresno.gov, *For Business* (to the right of the screen), *Bid Opportunities*.

II) INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

The City of Fresno, California, Planning and Development Department is seeking vendor Qualifications with or without proposals related to a Web-based Development Entitlement Programs. The City seeks to automate to the greatest extent practicable its development entitlement processes that support customer and Planning Department workflows connected via the internet.

These processes, connecting customers and the Planning Department via the internet, should include: entitlement applications for general plan amendments, zoning map and text amendments, conditional use permits, site development plans, subdivision tracts and parcel maps, variances, appeals and related fee-based applications. Associated with these processes are notice and procedural requirements of the California Environmental Quality Act (CEQA).

All Submittals for both Regulatory Applications/Workflow RFP, and the Interactive Web-Based Development Entitlement RFQ/P are to be submitted at the Office of the Purchasing Manager of the City of Fresno, 2101 "G" Street, Building "A," Fresno, CA 93706 prior to the opening at 3:00 PM on Thursday, July 8, 2010, at which time they will be publicly opened and recorded.

The City of Fresno hereby notifies all Submitters that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at 10:00 a.m. on June 22, 2010 at 10:00 AM at Fresno City Hall, 2600 Fresno Street Room 3054, 3rd Floor. Prospective Proposers and/or Qualification Submitters are encouraged to attend.

The City of Fresno reserves the right to reject any and all proposals and/or qualification submittals.

INSTRUCTIONS TO SUBMITTERS

PART I. GENERAL

1. No submittal will be considered for award unless it is submitted on the forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer/Qualification Submitter and delivered, under sealed cover plainly marked:

REQUEST FOR PROPOSALS NO. 2991 / REGULATORY APPLICATION/WORKFLOW SYSTEM

and/or

REQUEST FOR QUALIFICATIONS/PROPOSALS NO. 2991 /INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

at the Office of the Purchasing Manager, 2101 "G" Street, Bldg. "A" Fresno, California, 93706, on or before the date and time specified in the Notice Inviting Proposals/Qualification Submittals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.

2. The City will award a Contract or reject any or all proposals and/or qualification submittals within the time stated in the Specifications, and no proposal/qualification submittal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000 shall be subject to the approval of the City Council.

3. The City reserves the right to reject any and all proposals and/or qualification submittals.

Submittal of Proposal(s) and/or Qualifications

4. Each Submitter shall carefully examine each and every term of this document; and each Submitter shall judge all the circumstances and conditions affecting his/her submittals. Failure on the part of any Submitter to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Submitter did not understand the conditions of this document.

5. The Submitter shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

7. Submitters will submit **an original and 4 copies of their proposal and/or qualification submittal in a sealed envelope**, marked on the outside RFP No. 2991, **REGULATORY APPLICATION/WORKFLOW SYSTEM and/or RFQ/P 2991, INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM** and will include the name of the Submitter and the date and time of submittal deadline.

8. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposal/qualification submittal, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals and/or Request for Qualifications/Proposals. It may accept the proposal submittal(s) that it considers to be in the best interest of the City of Fresno, with or without negotiation.

9. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Submitter, to re-advertise if desired, and to accept the proposal submittal(s) which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal submittal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

Local Preference

10. Fresno Municipal Code Section 4-109 LOCAL PREFERENCE IN CONTRACTS FOR CONSULTANT SERVICES AND OTHER CONTRACTS, provides for a local preference.

(b) Contracts for Consulting Services. The following shall apply for services contracted for pursuant to Section 4-107 of this Code, except for those projects funded by the federal or state government when such funding would be jeopardized because of this preference:

(1) For purposes of this section, "local firm" shall mean a firm with a fixed primary or branch offices within a twenty-five mile radius of Fresno City Hall, located at 2600 Fresno Street in the City of Fresno, and a majority of the work on the project will be performed by employees who are permanently assigned to such office prior to the city requesting proposals for the project and whose regular duties would include local work on other than city projects.

(2) Subject to subdivision (3) below, the City shall contract for professional consulting services (including, but not limited to, engineers, architects, attorneys, landscape architects, planners, surveyors, and construction project managers) by giving a primary preference to local firms, when such firms have the necessary qualifications, experience and expertise to complete the project(s) being proposed for work, as determined by the city. A secondary preference shall be similarly given to non-local firms which form an association for pecuniary profit with local firms for the projects being proposed wherein the benefit to the local firm(s) is an amount greater than fifteen percent of the total contract price for the project(s).

(3) Notwithstanding subdivision (2) above, the preference given for local firms, or non-local firms which associate with local firms, shall not be applicable whenever, to the best knowledge of the city, the number of local firms providing the specific consulting service within the area of expertise for the subject matter of the work is less than three.

(4) The City shall, in contracting for professional services, other than consulting services, extend a five per cent preference for a local firm in evaluating submittals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest submittal price from a firm other than a local firm, if the submitter submitting the lowest submittal price is not a local firm. The submitter shall certify, under penalty of perjury, that the submitter qualifies as a local firm. The preference is waived if the certification does not appear on the submittal.

(c) Other Contracts. The Purchasing Agent, in his or her discretion, may extend a preference to a local business in the purchase of materials, supplies, equipment and/or public works construction for which competitive bidding is not required by Charter Section 1208(a) provided that such preference is applied in the same manner as described in Section 4-108 above

Submitters shall submit the form CERTIFICATION FOR LOCAL PREFERENCE with their submittal proposal if they seek the benefit of local preference.

Public Records

11. The submittals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a submittal which are defined by the Submitter as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Submitters who indiscriminately and without justification identify most or all of their submittal as exempt from disclosure may be deemed non-responsive. Submittals, excluding confidential information, will be available for review after posting of staff recommendation.

Selection Process and Evaluation Criteria

12. Submittal Evaluation - The Selection Committee will review and evaluate all submittals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Submitter's written proposals/qualification submittals. In other words, advantages which are not stated will not be considered in the evaluation process.

Submitters whose proposals/qualification submittals include a failure to comply with or take exception to these Specifications may be considered nonresponsive and dropped from the evaluation process.

The Selection Committee will include at least one representative from a Department with no direct interest in the service(s) being requested by this document and a representative from the Purchasing Division. A member of the City of Fresno Finance Department will be responsible to review the Submitter's Financial Statements and the Selection Committee will be provided a copy of the report generated by that review. The Committee may also include a representative from outside the City organization. It will be the responsibility of this committee to make recommendations advisory to City Manager and in accordance with the award criteria enumerated below.

The Selection Committee will evaluate the proposals on the following criteria:

- a. **Cost** as shown on the proposal form.
- b. **Ability** to meet the stated service requirements.
- c. **Past Performance and Experience** based on References and experience shown on the "Qualification Questionnaire".
- d. **Conformance** to the terms and conditions of this document.
- e. **Financial Stability** based on information provided in the Submitter's Financial Statements and the Qualification Questionnaire.
- f. **Other** related information.

The City reserves the right to accept or reject any or all submittals and may select, and negotiate with one or more Proposers concurrently, and enter into a Contract with such Submitters who is/are determined, by the City, to provide the services which are in the interest of the City. The City may agree to such terms and conditions as it may determine to be in its interest.

13. The Selection Committee reserves the right to request additional information from Submitters, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Submitters to appear before the Selection Committee to clarify points of their proposal/qualification submittal.

14. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Submitter whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project.

15. The City reserves the right to make the selection of a Submitter based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Submitter to perform the services set forth herein.

Time to Award

16. The Submitter agrees that the City may have 120 days to accept or reject proposals/qualification submittals. It is further understood that, if the Submitter to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another submitter, who shall be bound to perform as if she/he had received the award in the first instance.

Documents required after Award

17. Upon City's acceptance of a proposal and/or qualification submittal, the successful Proposer will be required to execute and return a Contract furnished by the City, along with a Performance Bond in the amount of \$10,000.00 and all certificates of insurance within fifteen (15) calendar days from the date of Notice of Award issued by the City. Should the successful Submitter fail or refuse to execute the Contract, the City reserves the right to accept the proposal of the Submitter offering the next best

value to the City.

Questions, Clarifications and Concerns

18. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to Jason MacDonald, Purchasing Manager and shall be sent by facsimile to (559) 488-1069. A Question Form for this purpose has been included as page 12.

Questions will be accepted only up to five (5) working days prior to the proposal/qualification submittal date to allow the City, if necessary, to issue an addendum to all proposers/qualification submitters stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Designated Buyer of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or her/his designee.

Contacts with City Staff

19. Before an award is made, any contact with City staff, other than the Purchasing Manager or his/her designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

Regulated Communications in City Procurement Process Ordinance

20. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective April 29, 2006. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer/Qualification Submitter or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer/Qualification Submitter violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of FMC Chapter 4, Article 6 may be viewed on the City's website at, www.fresno.gov, reference link "*FOR BUSINESSES*" (top of screen), "*Doing Business with Fresno*", "*Other Purchasing Information*," and "*MAYOR/COUNCIL COMMUNICATIONS ORDINANCE*" from there. Additional information can be found under the "*FAQs*" (Frequently Asked Questions) and "*Outline of Ordinance*" links on the same page.

Notification of Staff Determination

21. Once the City has reviewed and evaluated the submittals received and has determined for award the responsible proposal(s) that provide(s) the best value to the City, that determination will be posted on a public bulletin board outside the Purchasing Division Office and the City's website www.fresno.gov, reference link "*For Business*" (right hand side of screen), "*Bid Opportunities*," and "*Anticipated Award*." The bulletin board and website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested Submitters to seek this information from either of these sources.

For those Submitters that have concerns or rebuttal of any determination of non-responsiveness or

non-responsibility about the Staff Determination, they will be given an opportunity to submit, in writing, within [5] days of posting to the Purchasing Manager any concerns with the RFP/RFQ/P process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within [5] days. If no action is taken within such [5] days, then there shall be no change in Staff Determination. The exercise of Submitter of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

Debarment

22. A Proposer who has been determined by the Council to be non-responsible may be debarred from bidding or proposing upon or being awarded any contract with the City or City of Fresno Redevelopment Agency, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Resolution No. 2003-130 adopted by Council on April 29, 2003. The initial period of any such debarment shall not be less than one year or more than three years. A Bidder may request a hearing, in accordance with Resolution No. 2003-130, upon receipt of a notice of proposed debarment from the City Manager or his/her designee. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING

23. The City of Fresno hereby notifies all Submitters that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Submitter who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability and prices.



PURCHASING DIVISION

TELEPHONE # (559) 621-1332

FAX # (559)488-1069

BID QUESTIONS FOR (circle one): RFP No. 2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM And/or RFQ/P No: 2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM ATTENTION: Jason MacDonald, Purchasing Manager	(FOR CITY OF FRESNO USE ONLY) QUESTION No: _____ DATE: _____ REVIEWED BY: _____ RESPONSIBLE FOR RESPONSE: ☐ CITY ☐ CONSULTANT
FROM: _____ COMPANY: _____ CONTACT PERSON: _____	DATE: _____ PHONE No: _____ FAX No: _____
QUESTION _____ _____ _____ _____ _____ _____ _____ _____	
ANSWER: _____ _____ _____ _____ _____	
RESPONSE BY: _____ DATE: _____ INCLUDED IN ADDENDUM NO. _____ DATE: _____	

One question per page - Duplicate this form as necessary

II.) –SUBMITTAL AND CONTRACT DOCUMENTS

(Submit one form each with RFP and/or RFQP Submittal)

Submitter's Name _____

CHECKLIST

Submittals shall be submitted in a three-ring binder, **one original and 4 copies**. The total submittal packet must be sealed and clearly marked on the outside **RFP No.-2991 for REGULATORY APPLICATION/WORKFLOW SYSTEM and/or RFQ/P 2991 for INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM**.

Submittals are requested to submit this Checklist **with each RFP or RFQ/P response** and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of a Contract.

1. **COVER LETTER**, including company name, address, contact name, phone number and fax number.
2. **COST PROPOSAL** (p.15/16)(complete attached form)
3. **QUALIFICATION QUESTIONNAIRE** (pp. 17-18)
4. **CITY FORMS** (pp. 20 - 23) (complete/return attached forms)
STATEMENT INDICATING ACCEPTANCE OF INDEMNIFICATION AND
INSURANCE REQUIREMENTS
CERTIFICATION FOR LOCAL PREFERENCE, if applicable
NON-COLLUSION AFFIDAVIT
ADDENDA AND PROPOSAL DEPOSIT
5. Signature page of all **ADDENDA** issued, Addendum No. ____ to ____
(Enter numbers, if applicable)

*****(Note: additional documents will vary)*****

6. **REFERENCES** (p. 20)
7. **SIGNATURE PAGES** (pp.25 – 26), including (for corporations) Notary Acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.

Submitters Name _____

TO THE PURCHASING MANAGER, CITY OF FRESNO:

COST PROPOSAL

For

REQUEST FOR PROPOSAL NO. 2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM

Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1.	Workflow Application Software	\$ _____
2.	Installation and Implementation	\$ _____
3.	Training	\$ _____
4.	Annual Maintenance and Support Fees	\$ _____
5.	1 st Year License Fees (if different from annual)	\$ _____
6.	Data Conversion Fees	\$ _____
7.	other (list) _____	\$ _____
8.	other (list) _____	\$ _____
9.	other (list) _____	\$ _____
10.	other (list) _____	\$ _____
11. (use separate page if necessary)	other (list) _____	\$ _____

TOTAL BASE BID AMOUNT \$ _____

The Total Amount of this RFP Proposal is _____ Dollars
and _____ Cents.

Hourly Rate for System Customizations \$ _____ per hour

The above amount shall include any and all applicable taxes. Please provide all documents with your proposal that are necessary for the City to properly evaluate your proposal.

The quantities listed on the proposal submittal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposal submittals.

Submitter's Name _____

TO THE PURCHASING MANAGER, CITY OF FRESNO:

COST PROPOSAL

**REQUEST FOR QUALIFICATION/PROPOSALS NO. 2991 - INTERACTIVE WEB-BASED DEVELOPMENT
ENTITLEMENT PROGRAM**

Having carefully examined the Request for Qualification/Proposal, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1.	Application Software	\$ _____
2.	Installation and Implementation	\$ _____
3.	Training	\$ _____
4.	Annual Maintenance and Support Fees	\$ _____
5.	1 st Year License Fees (if different from annual)	\$ _____
6.	Data Conversion Fees	\$ _____
7.	other (list) _____	\$ _____
8.	other (list) _____	\$ _____
9.	other (list) _____	\$ _____
10.	other (list) _____	\$ _____
11.	other (list) _____	\$ _____
(use separate page if necessary)		

TOTAL BASE BID AMOUNT \$ _____

The Total Amount of this RFQ Proposal is
Dollars and _____ Cents.

Hourly Rate for System Customizations \$ _____ per hour

The above amount shall include any and all applicable taxes. Please provide all documents with your proposal that are necessary for the City to properly evaluate your proposal.

The quantities listed on the proposal submittal page(s) are estimates. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposal submittals.

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

QUALIFICATION QUESTIONNAIRE

FOR:

(circle one)

RFP # 2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM

or

RFQ # 2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the RFP or RFQ/P Specifications:
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

- b. Address: _____

Is your firm operating as a franchisee? Yes _____ or No _____

If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

3. How many years has your business been established? _____

How many years has your business been under your present name? _____

How many years under former names? (List name and number of years)

4. How many years has your business been providing services? _____

5. What other types of services does your business provide? _____

Submitter's Name _____

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes _____ or No _____

If so, list the date, client, and reason for termination below:

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached?
Yes _____ or No _____

9. Does the proposer currently possess sufficient inventory to meet the initial requirements (See Estimated Quantities required for the system, pgs. 35-46) for this contract?
Yes _____ or No _____

If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:

10. Describe how you will meet the system requirements referenced on pages 35-38. Responses should be one of the following: Standard, Custom, or Not Available. Please indicate responses on the table on pages 39-42.

11. Outline your on-going support services, including establishing direct lines of communication between City technical staff and your technical staff.

NOTE: Use additional pages as necessary; especially for RFQ Qualifications responses

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

ADDITIONAL INFORMATION TO BE PROVIDED

(circle one)
by RFP or RFQ/P SUBMITTER

Submitters must present evidence, satisfactory to the City, indicative of the Submitter's ability to provide the required services and the Submitter's long term financial strength. To this end, the Submitter must attach the following information to the Submittal Forms:

A. MANUFACTURER'S CERTIFICATION:

If the Submitter is other than the manufacturer, Submitter shall attach:

1. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Submitter is an authorized representative of the manufacturer to sell and lease the manufacturer's product and that all equipment is new; and
2. Certification from the manufacturer(s) on manufacturer's letterhead stating that the Submitter is authorized to repair and maintain the manufacturer's equipment; and
3. Documentation that the Submitter's technicians are factory trained and certified; and
4. Either of the following: (1) a letter of commitment from the manufacturer which will assure the Submitter of a source of supply sufficient to satisfy the City's requirements for the contract period including the option years; or (2) other evidence that the Submitter will have an uninterrupted source of supply from which to satisfy the City's requirements for the contract period.

B. TECHNICAL LITERATURE:

The submitter shall include with the submittal detailed descriptive literature for the software(s) being offered. Such literature must provide information on all technical data required for a full evaluation. If technical literature provided is not sufficient for the City to evaluate the submittal, the City may be request additional literature.

C. FINANCIAL STATEMENTS:

The Submitter shall attach a full and detailed presentation of the true conditions of the Submitter's assets, liabilities and net worth. This will require a copy of the Submitter's latest financial statements (audited preferred or reviewed at minimum) and a copy for the previous year. If the Submitter is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If to be treated as Confidential **submit one copy only** with the submittal in a separate envelope marked on the exterior as Confidential – Financial Statements.

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1.AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICE OR PROJECT PROVIDED:

TYPES OF SERVICES PROVIDED: (As Needed vs Annual) _____

MAINTENANCE HISTORY: _____

2.AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICE OR PROJECT PROVIDED:

TYPES OF SERVICES PROVIDED: (As Needed vs. Annual) _____

MAINTENANCE HISTORY: _____

3.AGENCY/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ PHONE NUMBER: _____

LENGTH OF CONTRACT: _____ YEARS

TYPE OF SERVICE OR PROJECT PROVIDED:

TYPES OF SERVICES PROVIDED: (As Needed vs. Annual) _____

MAINTENANCE HISTORY: _____

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

FOR (circle one):

RFP #2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM

or

RFQ/P #2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

The Submitter shall sign below that the Proposer/Qualification Submitter accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Submitter takes exception to some portions, those portions shall be listed here below and the Submitter shall sign that the Submitter accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

☐ **ACCEPT**
☐ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:

Signature of Authorized Person

Type or Print Name of Authorized Person

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

CERTIFICATION FOR LOCAL PREFERENCE

FOR

(circle one)

RFP #2991- REGULATORY APPLICATION/WORKFLOW SYSTEM

or

RFQ/P #2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

We certify that we qualify as a local business pursuant to Fresno Municipal Code Section 4-109

Location of Business:

(Please provide street address, no PO Box)

Primary Office []
Branch Office []
(Please mark as applicable)

Address: _____

Phone: _____

The undersigned Submitter hereby declares under penalty of perjury under the laws of the State of California that the information contained on this CERTIFICATION FOR LOCAL PREFERENCE is correct and complete.

The above Statement is part of the submittal. Signing this submittal on the signature page thereof shall also constitute signature of this Certification.

Submitters are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

NON-COLLUSION AFFIDAVIT

FOR (circle one):

RFP #2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM

or

RFQ/P #2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

Submitter declares under penalty of perjury under the laws of the State of California that this submittal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Submitter has not directly or indirectly induced or solicited any other Submitter to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Submitter or anyone else to put in a sham submittal, or that anyone shall refrain from submitting a proposal; that said Submitter has not in any manner directly or indirectly sought by agreement, communication, or conference with any one to fix the proposal price of said Submitter or of any other Submitter, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other Submitter, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Submitter has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Submitter in this general business.

The above Non-Collusion Affidavit is part of the submittal. Signing this submittal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Submitters are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

for (circle one):

RFP #2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM

or

RFQ/P #2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications is distributed to all interested parties. It shall be the Submitter's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the submittal on the signature page thereof shall also constitute signature on all addenda.

TIME PERIOD TO AWARD/REJECT

The undersigned Submitter agrees that the City may have **120 DAYS** from the date submittals are opened to accept or reject submittals. It is further understood that, if the Submitter to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

BUSINESS LOCATION

- () The undersigned Submitter does not maintain a place of business in the City of Fresno.
- () The undersigned Submitter maintains a place of business in the City of Fresno
at: _____, Fresno, CA _____

BUSINESS LICENSE

- () The undersigned Submitter has a current City of Fresno Business License and the number
is _____

(Submit one form each with RFP and/or RFQ/P Submittal)

Submitter's Name: _____

SUBMITTAL SIGNATURE PAGE

FOR (circle one):

RFP #2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM

or

RFQ/P #2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

By my signature on this submittal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this submittal are true and correct.

SUBMITTAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) _____ () _____ () _____
Firm Phone Fax

(2) _____
(Corp) (Individual) (Partner) (Other)

(3) _____
Business Address

City State Zip Code

(4) By: _____
Signature of Authorized Person

Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: _____ Date: _____

INSTRUCTIONS FOR SIGNATURE PAGE

CORPORATIONS: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY IN CORPORATE FORM (See Line 4(a), of next page.)

INDIVIDUALS, PARTNERSHIPS OR JOINT VENTURES: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY.

LINE 1: The name of the Submitter must be the same as that under which a license is issued, if a

license is required. If the Submitter is a corporation, enter the exact name of the corporation under which it is incorporated; if Submitter is an individual, enter name; if Submitter is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Submitter is a corporation, the submittal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign proposals and contracts. The signature of the officer or employee who signs the proposal/qualification submittal must be acknowledged by a notary in the corporate form.

(b) If Submitter is an individual, he/she must sign the proposal/qualification submittal, or if the submittal is signed by an employee or agent on behalf of the Submitter, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals/qualification submittals or must be submitted with the submittal. Any signature must be acknowledged by a notary.

(c) If the Submitter is a partnership, the submittal must be signed by all general partners; or by a general partner(s) authorized to sign proposals and contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.

(d) If the Submitter is a joint venture, the submittal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign proposals and contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and (c) above apply respectively. All signature(s) must be acknowledged by a notary.

Where Submitter is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

NOTE: All addresses must be complete with street number, City, State and Zip Code.

SAMPLE CERTIFICATION

I, _____, certify that I am the secretary
Name
of the corporation named herein; that _____ who signed this
Name
Submittal on behalf of the corporation, was then
_____ of
Title
said corporation; that said Submittal is within the scope of its corporate powers and was duly signed
for and on behalf of said corporation by authority of its governing body, as evidenced

By the attached true and correct copy of the _____
Name of Corporate Document

By: _____
Name: _____
Title: Secretary
Date: _____

**SAMPLE
CONTRACT**

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a municipal corporation, hereinafter called the "City" and _____, hereinafter called the "Contractor," as follows:

1. The "Notice Inviting Submittals," "Instructions to Submitters," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions" and "Scope of Work" for:

copies of which are annexed hereto, together with all documents specifically referred to in said annexed documents, including Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the monetary consideration of _____, as set forth in the Proposal, the Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged

to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

Contractor

CITY OF FRESNO,
a municipal corporation

By: _____

By : _____

(Type or print Written Signature.)

Title: _____

Dated: _____

Title: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

JAMES C. SANCHEZ
City Attorney

REBECCA E. KLISCH
City Clerk

By: _____
Deputy/Senior Deputy

By: _____
Deputy

III. GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Submitters, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. **DELIVERY OF SERVICES:** If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, Building "A", 2101 "G" Street, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the proposal deposit and initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of ***. This bond is to be renewed annually.

7. INSURANCE REQUIREMENTS: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Bests Insurance Rating Guide, or (ii) authorized by the City's Risk Manager. The following policies of insurance are required:

- (1) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include coverage for products and completed operations, personal injury and advertising liability and contractual liability for bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.
- (2) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as ISO Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired and non-owned automobiles or other licensed vehicles (Code 1 – Any Auto) with combined single limits of liability of not less than \$1,000,000 per occurrence.

- (3) WORKERS' COMPENSATION insurance as required under the California Labor Code. EMPLOYERS' LIABILITY insurance (if Contractor has employee(s) or at such time as he/she employs such person(s) during the life of this Contract) with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30-day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Contract, the Contractor shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, the Contractor shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City of Fresno, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Contractor's insurance shall be primary and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Contract and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Contract.

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to the Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Contract.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Field Code Changed

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to provide insurance protection in favor of the City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractor's certificates and endorsements shall be on file

with the Contractor and City prior to the commencement of any work by the subcontractor.

8. INDEMNIFICATION: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

9. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

10. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

11. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications and where not specified, in accord with generally accepted standards.

12. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

13. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

14. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

15. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment,

transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

16. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

17. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

18. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

19. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

20. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

21. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted

meaning.

22. **ATTORNEY'S FEES:** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. **EXHIBITS:** Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

24. **MAINTENANCE OF RECORDS:** Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

25. **RECYCLING:** In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

- (i) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (ii) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

- (iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

26. **NOTICES:** Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

27. **BINDING:** Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

28. **WAIVER:** The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

29. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

30. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

31. EXTENT OF AGREEMENT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

32. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

IV. SPECIAL CONDITIONS

PAYMENT: The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

ATTENTION:
City of Fresno
Planning and Development Department
2600 Fresno Street, Room 3065
Fresno, CA 93721-3604

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

V - SCOPES OF WORK

V.a) SCOPE OF WORK

for: RFP #2991 - REGULATORY APPLICATION/WORKFLOW SYSTEM

The City of Fresno is soliciting proposals to provide a software solution to manage the workflow requirements during any Regulatory Application process within the Planning and Development Department. A Regulatory Application is any type of request from the public that requires the city staff to ensure compliance with established guidelines, specifications or legislation.

The types of regulatory applications that we will implement under this RFP are: Building Permit with all sub categories, General Plan amendments, Rezone and Conditional Use Permits, Site Plan Review, Encroachment Permits, and related processes. Based on implementation of these regulatory applications, the number of concurrent users required will be one hundred (100). However, we want to implement all other Regulatory Applications within the City in the future using the same system.

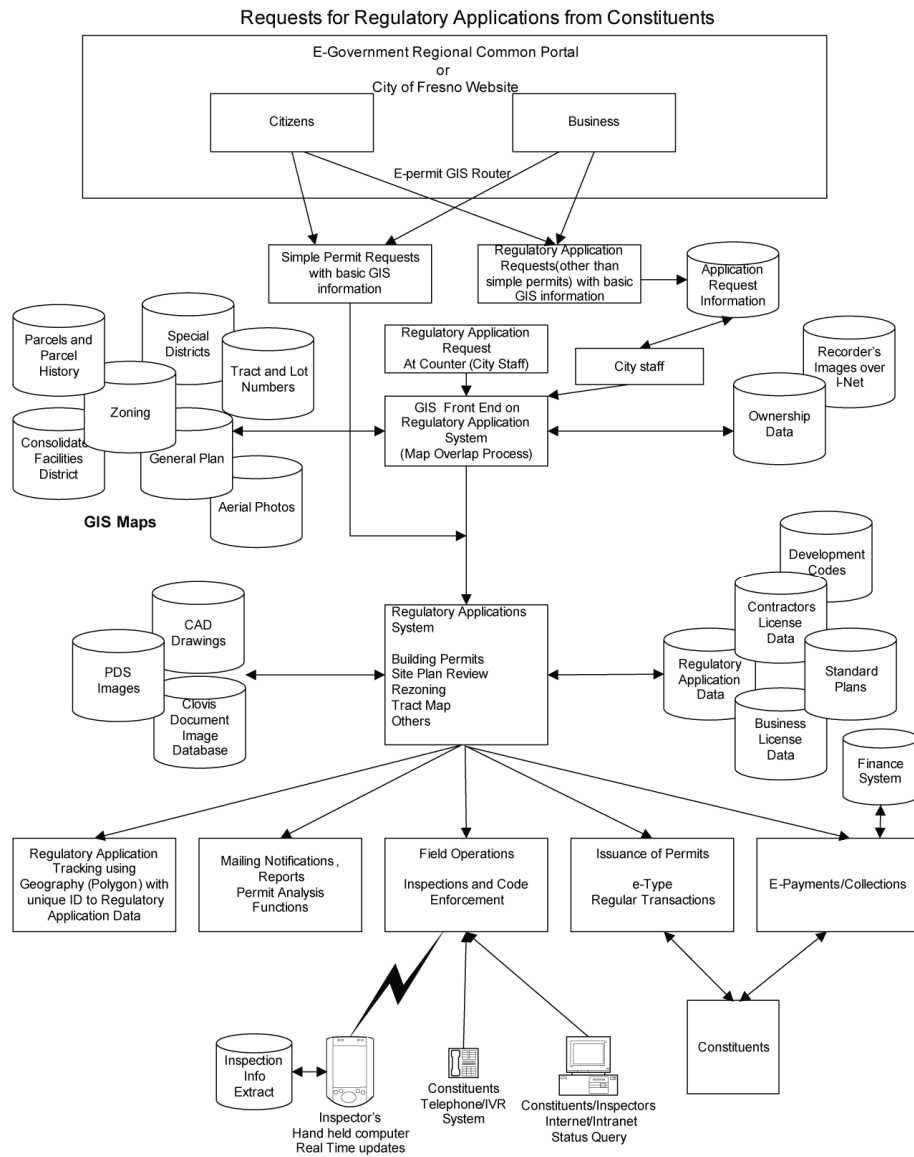
. The types of expectations for these Regulatory Applications are itemized below:

- a) To manage workflow and ensure business processes are followed.
 - 1) Standardize process to ensure our processes are followed, not some “canned” way of doing it.
 - 2) Ensure that all steps are completed and documented.
 - 3) Ensure that all required input is gathered properly and in a timely manner.
 - 4) Send notices to departments divisions, and outside agencies automatically of projects needing their review and comments.
- b) To manage and store data.
 - 1) Create a single access point for all data available to the departments that use the system.
 - 2) Store data for all processes being handled by the workflow system or be able to recall the information stored in different systems, yet utilized by the various departments using the product.
 - 3) Store the same types of information as other systems and when necessary hold more current information than may be available in other systems.
 - 4) Allow data to be retrieved by the use of searches on almost any of the data used or contained in a process.
 - 5) Allow user-defined reports to be built when needed to gather or retrieve information already contained in the system.
- c) To allow each department or division to create the needed regulatory reports they need.
 - 1) Building permits, entitlement recommendations and staff reports, correction notices, bonds, stop work notices and other reports as needed.
 - 2) Track permits and automatically generate notices of impending expirations.
 - 3) Generate letters of violation and other documents and keep these documents retrievable to the property they apply to.
 - 4) Keep and manage historical information in the form of documents to a property.
 - 5) Attach photographic information or any other type of file or documents to processes so they can be retrieved for a specific project or property.
- d) Track projects that have milestones that are measurable by keeping track of timelines.
 - 1) Create “To Do Lists” for all users so they know what is expected to be completed.
 - 2) Allow those lists to have “Done By” dates so that an individual user can look at the work he has to do and set priorities.
 - 3) Track and document when steps are to be done and when they were completed and by whom.
 - 4) Allow the assignment of work not just to individuals but to groups so that in the event of an absence others know what must be done.

Basic System Workflow Requirements:

- The system must have an ESRI GIS interface on the front end of the regulatory application process so that the geographic location for the regulatory application may be selected (parcel number, owner of parcel, site address of the parcel, and/or the user selecting a parcel from the GIS map) or defined by the user creating a polygon defining the location of the application when it is not on a parcel.
- After the user selects or creates the geographic location of the regulatory application, the system must use the defined geographic location (polygon) and perform an overlap against other required map layers (based on the application requirements) to find what other map layers affect the defined application geographic location and pass into the regulatory application input mask the attribute data found during the map overlap process. Example: The parcel selected is overlapped against the zone district map layer and the overlap process finds that the parcel falls within an "RIA" zone district polygon and sends that attribute information to the application.
- The system must retrieve the required property owner's information from the six (6) Assessor's databases which reside on the County ArcSDE/Oracle geodatabase and place it into the regulatory application input screen based on the assessors parcel number.
- If required by the Regulatory Application, the system must retrieve required information from the State Contractors file and validate the contractor's status based on the Contractor's license number.
- If required by the Regulatory Application, the system must retrieve required information from the City of Fresno Business License file and validate the business license status based on the business license number. The City of Fresno is currently in the process of implementing a new Business Tax application with Progressive Solutions; expected go-live date is January 2010.
- The system must be able to calculate the required fees and collect the funds from the applicant either at the counter or via the Internet and provide the proper information to the City's financial system. The City of Fresno currently uses PeopleSoft Financials version 8.8; an upgrade to 8.9 is in progress with a go-live date of March 2010.
- The system must accept and issue the regulatory application.
- The system must have real time ESRI GIS interface on the back end to create/modify/append a map layer of the historical geographic location (polygon as defined on the front end of the process) with a key to the non-geographic data for the regulatory application data.
- The City of Fresno has fiber connectivity to the City of Clovis, the County of Governments and the County of Fresno. The City of Fresno is requesting the vendor offer options to provide workflow services to other cities and communities by hosting the software utilizing the referred to connectivity.

Basic System Workflow:



Hardware Configuration

Describe the Regulatory Application/Workflow System hardware platform in detail. Is it based on industry standard hardware or is it proprietary?

Describe the required and/or optional architecture and network diagram/specifications for the Regulatory Application/Workflow System.

Provide a cost of the hardware platform required for the Regulatory Application/Workflow System.

Provide the Client and Server Specifications required for the Regulatory Application/Workflow System.

Software Configuration

Which software package is being proposed? Please provide the release and version.

Is this the most recent release of this software? When is the next software release due?

How does your company provide software releases? How is software upgrades performed?

When system software updates are performed, must the system be shut down or can these types of activities take place in an on-line environment?

What operating system(s) does the Regulatory Application/Workflow System run on?

What database is utilized by the Regulatory Application/Workflow System? (i.e., Oracle, SQL, etc.).
What training or database administration duties are required or recommended for the administration of the proposed system?

System Features

Item #	Basic System Requirements	Standard	Custom	Not Available
1.0	Must be geographic-based.			
2.0	Must meet the requirements as described in Overview – Types of expectations			
3.0	It would be desirable for the proposed system to be a native Microsoft .NET application.			
4.0	Must support / utilize Microsoft SQL Server 2005 & 2008 or Oracle 11g release 2; FILE-BASED DATABASES <u>WILL NOT BE ACCEPTED</u> (i.e. Microsoft ACCESS)			
5.0	Must support Microsoft Windows XP / Vista			
6.0	Must provide user-defined security, role designation and user options.			
7.0	Must provide end-user personalization (notifications, tasks, reports, favorites, etc.).			
8.0	Must utilize an “on-demand” report engine.			
9.0	Must be table-driven.			
10.0	Must allow for users to open and use several windows/functions at one time.			
11.0	Must provide detailed audit trails / reports for user activity.			
12.0	Must allow for default values to be defined, where applicable (i.e., City, State and Zip).			
13.0	Will not be case-sensitive.			
14.0	Will be web-enabled and allow access of the application over the internet/intranet.			
15.0	Must allow citizens / contractors to perform ALL OF THE FOLLOWING: Apply for any Regulatory Application, schedule inspections, check the status of any Regulatory Application, and report citizen concerns via the internet.			
16.0	Must support internal notifications and alerts notifying users of various activities (i.e., expiring application, requested inspections, ordinance complaints, etc.).			
17.0	Must integrate with Microsoft Office Suite for mail merging, inspection scheduling, etc.			
18.0	Must integrate with ArcSDE/Oracle and/or ESRI .shp files.			
19.0	Must support inspection route planning.			
20.0	Must provide IVR functionality for automating inspection scheduling, status inquiries, etc.			
21.0	Must provide automated inspection results call-back via IVR. City of Fresno's IVR vendor is currently Selectron.			
22.0	Must support attachment / image cataloguing regardless of format for regulatory applications, inspections, plans, compliance cases, parcels, etc.			
23.0	Must support internal document exporting capabilities for exporting reports including but not limited to .pdf, .doc., .rtf, .xls, .csv			
24.0	Must support internal merging functionality for generating mass mailings/reports/notification letters.			

25.0	Must support transactions of type(s): cash, check, credit card and generate associated receipts, invoices, etc.			
26.0	Must support automatic fee calculations and invoice generation. Fee configurations that must be supported include: fixed, percentage based, calculated, adjustable, and bracketed etc.			
27.0	Must support individual fee payments for unique invoice fees and support fee adjustments and refunds with appropriate security.			
28.0	Must support comprehensive GL / Charge Code Tracking for individual fees within individual item types (permits, licenses, plans, etc.)			
29.0	Must support contractor multiple invoice management / payment.			
30.0	Must produce detailed financial / audit reports for reconciling deposits, reporting GL information, etc.			
31.0	Must support both a Production and Development System.			
Item #	Regulatory Application Functional Requirements			
1.0	Supports Unlimited Regulatory Application Types (Permits, Site Plan Review, Business License, CUP, Subdivision, etc.).			
2.0	Supports Auto-generated Regulatory Application unique ID #'s			
3.0	Supports User-Defined Unique Fields			
4.0	Supports User-Defined Status Designation			
5.0	Supports User-Defined Workflow Management			
6.0	Supports Unlimited Submittal & Review Types by User & Department			
7.0	Supports User-Defined (unlimited) Corrective Actions			
8.0	Supports Multiple Parcels and/or Addresses (unlimited) for each Regulatory Application.			
9.0	Supports Multiple Entities (unlimited) for each Regulatory Application (i.e., applicants, owners, designers, engineers, contractors, etc.)			
10.0	Supports Comprehensive History Tracking / Audit Trail by User, Date, Time Stamp and Geographic location			
11.0	Supports Regulatory Applications and their user-defined required Inspections.			
12.0	Supports Regulatory Application Reports & Letters with user-defined parameters			
13.0	Supports Automatic Invoice Creation			
14.0	Supports Automatic Receipt Generation			
15.0	Supports Automatic Fee Calculation (must support fixed, percentage, calculated, adjustable fee and bracketed configurations)			
16.0	Supports Comprehensive Contractor License & Activity Management			
17.0	Supports User-defined Queries and Searching Parameters			
18.0	Offers the ability to create Custom Reports & Letters			
Item #	Regulatory Application - Permit Management Functional Requirements			
1.0	Supports Unlimited Permit Types (Commercial, Industrial, Residential, HVAC, Storm water, etc.) and Project Types			
2.0	Supports User-Defined Permit Types, Identifiers and Auto-Generated Permit #'s			
3.0	Supports Unlimited Required Inspections for each Permit			
4.0	Supports Inspection Work Flow			
5.0	Supports C/O Issuance Contingencies (based on inspection			

	status)			
6.0	Supports Bond Issuance / Tracking			
Item #	Regulatory Application - Code Enforcement Functional Requirements			
1.0	Supports Unlimited User-defined Case Types (regardless of discipline)			
2.0	Supports User-defined Activity Types – unlimited			
3.0	Supports User-defined Status Types & Auto-Generated Case #'s			
4.0	Supports Automatic Fine Accruals based on Compliance Deadlines			
5.0	Supports Automatic Inspection Generation by Case Type			
6.0	Supports User-Defined Custom Fields			
7.0	Supports Multiple Violations per Case			
8.0	Supports Multiple Violators per Case			
9.0	Supports Multiple Inspections per Case			
10.0	Supports Multiple Hearing Dates per Case			
11.0	Supports Vehicle / Tag tracking			
12.0	Monitors habitual violators			
13.0	Supports User-defined Case Workflow			
14.0	Supports Case Manager Assignment			
Item #	Regulatory Application - Inspections Functional Requirements			
1.0	Unlimited User-defined Inspection Types & Auto-Generated Inspection #'s			
2.0	Auto-generated Inspection Checklists / Fail Code Generation			
3.0	User-defined Inspection Worksheet			
4.0	Microsoft Office Outlook Integration for Scheduling			
5.0	Automatic Re-inspection Generation and Fee Calculations			
6.0	Global Inspections Management (permit, license, code, parcel, address, etc.)			
7.0	Integration with IVR automation			
8.0	Default Inspector Assignment by Zones			
9.0	Mobile Inspection Functionality			
10.0	Individual Inspector Workload Management			
11.0	Customized Individual Worksheets and Reports			
Item #	Contractor Management Functional Requirements			
1.0	Tracks Unique Contactor # & Auto-Generated #'s			
2.0	Unlimited User-defined Contractor Types			
3.0	Tracks company and contact info: address, email, phone, fax, etc.			
4.0	Tracks Primary and Sub contractors			
5.0	Supports Unlimited Contract License Types per Contractor with associated Expiration Cycles			
6.0	Internal Flagging for Licensing issues			
7.0	Comprehensive Activity Tracking (i.e., Permits, Plans, Code Cases, Inspections, etc.)			
8.0	Multiple Invoice Management / Individual Fee Payments			
9.0	Supports Free Form Entry Fields for Comments related to individual contractors			
Item #	Parcel/Property Management Functional Requirements			
1.0	Tracks Parcel Addresses			
2.0	Tracks Parcel Number			

3.0	Tracks additional fields such as block, lot, tract, APN page, etc.			
4.0	Unlimited User-defined Custom Parcel Fields			
5.0	GIS coordinates			
6.0	Legal Description of Property			
7.0	Parcel Attachments (Images)			
8.0	Retrieve Property Ownership and other related Assessor information from the County Assessor data base.			
9.0	Comprehensive Application Tracking (i.e., permits, plans, code cases, inspections, ownership changes, etc.)			
Item #	GIS Functional Requirements			
1.0	Access SDE/Oracle Map layers, images and Tabular data from multiple servers			
2.0	Use on-the-fly map overlap to obtain attribute information about other map layers affecting the user created polygon or selected parcel; process is used to supply required data for the Regulatory Application			
3.0	Buffer from the outside boundary of a parcel polygon or a user defined polygon the user defined distance			
4.0	Mailing Labels must allow the user to select one or all of the following: • owners only • occupant only using point address • remove duplicates • labels only for a selected jurisdiction			
5.0	Must create a historical geographic location of the regulatory application in an SDE/Oracle geodatabase feature class automatically from the Regulatory Application/Workflow system			
6.0	Must perform all of the GIS requirements as described in the 1.1 Overview section above entitled "Basic System Flow Requirements"			

PROGRAM SOURCE CODE

The City of Fresno understands the proprietary nature of the Software Manufacturer's system and Software Manufacturer concerns over providing source code to customers. the City, however, must be assured that its investment in the system will be protected in the event that the Software Manufacturer becomes unwilling or unable to support it. The city recognizes that these issues may have to be resolved by non-disclosure, Escrow or other agreements between the Software Manufacturer and the City of Fresno.

For all delivered components, the Software Manufacturer shall provide the City of Fresno with a machine-readable copy of all source code, build and support files under their control. This includes code and Help source files, "make", batch and project files, libraries, and other compile/link components. The Software Manufacturer shall provide updates and source files as program updates are released during the initial and any subsequent Warranty and Technical Support periods.

This requirement excludes standard, unmodified operating systems, compilers, assemblers, and other third-party software used by the Software Manufacturer in the development of the system. The Software Manufacturer must, however, identify all such third-party software including proposer, product and version number.

As an alternative to providing all source code and details of third-party development tools, the Software Manufacturer shall complete an Escrow Agreement that guarantees the City access to the source code and other files of the software and firmware, via a mutually agreeable Escrow Agent, should the Software Manufacturer be unwilling or unable to perform future system software/firmware maintenance or modifications required by the City of Fresno.

SOFTWARE SOURCE CODE ESCROW

The parties shall, prior to Notice To Proceed, negotiate and enter into a software escrow agreement whereby the source code on electronic media and detailed software documentation, including a list of applicable software development tools, for software, which is proprietary to the proposer, are placed in escrow. City of Fresno's Purchasing Manager shall execute said escrow agreement on behalf of the City of Fresno.

The escrow agreement shall provide that the escrow materials remain at all times the exclusive property of the proposer and shall contain appropriate safeguards thereof. In the event of a release to the City of Fresno, the city shall have the right to use the escrow materials for its own purposes of operating, maintaining, and enhancing the software delivered under the proposal.

The proposer shall make the initial deposit of escrow materials within 30 days of Final Acceptance. Thereafter, the proposer shall replace the escrow materials with any updated versions of the source code and documentation to coincide with updates made to the required deliverables.

The cost of the escrow agreement, including storage costs, shall be borne by proposer.

The escrow agreement shall continue in effect for a period of time mutually agreed upon. The escrow agreement shall identify a mutually acceptable, neutral escrow agent who shall only be authorized to release the escrow materials to the City of Fresno, if any of the following events occurs and the escrow agent has received appropriate notice together with supporting documentation:

1. If proposer is in default of its obligations under its contract to support or maintain the software and has failed to remedy such default within a reasonable period of time,
2. If proposer is adjudged as bankrupt, makes an assignment for the benefit of creditors, or has a receiver appointed,
3. If proposer has failed to make payments to the escrow agent for the continued storage of the escrow materials after 15 business days from notice of failure to remit,
4. Upon expiration of the escrow agreement, or upon termination if mutually agreed upon by both the proposer and the City of Fresno,, the escrow materials shall be returned to the proposer.

SYSTEM ADMINISTRATION

Is system administration accessible from any workstation on the LAN/WAN?

What methods are used to access system administration?

How is security provided to prevent unauthorized access to the system administration? How many levels of security can be defined? Is there any limit to the number of administrative users that can be given access passwords? Can some administrative users be defined with view-only permissions?

Can access control be integrated with Microsoft Active Directory?

Are there auditing capabilities built into the system? If so please describe.

Explain how the administrator would reload the database or a portion of it if they needed to restore a previous configuration/data.

Is there a limit to the number of administrators that can be logged on to the system at one time?

Does the system administration have on-line help?

IMPLEMENTATION

Project Management

Project Plan – Vendors are required to supply a complete description of the key activities required for the installation of the proposed system.

Project Organization Chart – In the project plan, the Vendor will include a project organization chart with reporting relationships of project team members and other key personnel. An escalation matrix should also be included.

Responsibility Matrix and Project Schedule – A master project schedule must be included, along with a work responsibility matrix, identifying the tasks the vendor will perform and the tasks the City of Fresno is expected to perform to successfully implement the proposed system.

TRAINING

Description – Provide a detailed description of the on-site training that will be provided. Include the training requirements for the following:

System Administration
Database Administration
User
Application Administration

Materials – Reference copies of the training materials should be included as part of the vendor's response to this RFP.

Describe the training program and materials for designated City of Fresno personnel who will train future employees.

VENDOR SERVICE

Maintenance and Warranty

A complete maintenance and warranty agreement must be included as part of the vendor's proposal, including all options available for extended coverage and full pricing details for each level of coverage.

Logistical Support

Vendor should identify the address of the vendor's local service centers and the number of service personnel trained on the proposed system.

Include in this section any other support levels in the local area available to the City of Fresno for the maintenance of the proposed system.

Disaster Recovery

Emergency Installation – Describe how long it takes trained personnel to install and load operating system, software and database software, if a major disaster destroys the system.

Back-up Procedures – Describe standard database back-up procedures for the system.

REFERENCES

Vendors must provide a list of at least ten (10) functional sites where the proposed hardware and software has been installed and is currently being utilized. Vendor must include contact information for each site.

EXISTING INFORMATION SERVICES ENVIRONMENT

Purpose

To enable, through the use of Technology, the City of Fresno departments and staff to meet or exceed citizens' expectations for a friendly, customer service-oriented government and for providing the best services and support in Community Development, and Administration.

Technology Today

- Four Core Functions/Services provided by the Information Technology Department
 1. Communications
 2. Network and Security
 3. Geography-based Systems
 4. Applications and Database Systems
- Current Work Programs
 - Day-to-day Desktop and End-user Help Desk Services
 - Workflow and Process Automation system fact finding and needs assessment
 - Enhancing Applications delivered via the city's website (example: Online Permitting – local and regional)

Applications by Departments and/or /Functions

Administration

- Document Imaging – A system that will support permanent records retention and archiving requirements.
- Digital Audio Recording System (Planning Commission)

Planning and Development Services

- Building Permits (HTE-Naviline)
- BravaDesktop / AutoCAD
- Project Management
- E-Permits Click-to-Gov (HTE-Naviline)

- E-Permit transactions via the Web
- Building Permit/e-Permit Inspection System

Geographic Information Systems

- ESRI product line

ARCIMS Intranet Application (City View example)

Planning and Development Department - City View - City Of Fresno - IE Web Browser

Address: 2223 G ST

2223 S GARDEN AVE

2 matching records.

Back

APN: 46506204T
LCID: 64072
ZONING: SPUIT

Hit Data More Info Assessor Map

Refresh Map

Visible:

- ☐ Tentative Subdivision
- ☐ Final Subdivision
- ☐ Wards
- ☐ Historic Place
- ☐ Hydrants
- ☐ Fire Station
- ☐ Sewer Pipe
- ☐ Water Pipe
- ☐ Zoning
- ☐ Zip Code
- ☐ Addresses
- ☐ Parcel Boundary
- ☒ Freeway
- ☒ Streets
- ☐ CITY
- ☒ City Limits
- ☐ Aerial Photo 1999
- ☒ Aerial Photo 05
- ☒ COUNCIL
- ☐ Code Enforcement
- ☐ Not Area
- ☐ COF INTERSECTIONS
- ☐ OWNERS
- ☐ COF TRACERMAP

Go Back to Main Search Menu

Zoom In

Project#	Application	Date	Description
06-1629	NCNS	02/09/06	COUNTER ELE MECH PLUMBING COMMERCIAL
05-1151	AACM	02/08/05	COMMERCIAL ADDITION
05-13204	FIRE	10/13/05	FIRE PREVENTION
04-4881	NCNS	05/12/04	COUNTER ELE MECH PLUMBING COMMERCIAL
04-4950	NCNS	05/17/04	COUNTER ELE MECH PLUMBING COMMERCIAL
04-5006	ICNS	05/18/04	IC COUNTER ELE MECH PLUM COMMERCIAL
04-5041	FIRE	05/18/04	FIRE PREVENTION
03-8351	FIRE	09/15/03	FIRE PREVENTION
02-11662	IANR	12/27/02	IC ADJUNCT COMMERCIAL
01-2413	ICNS	04/02/01	IC COUNTER ELE MECH PLUM COMMERCIAL
01-7330	NCNS	09/07/01	COUNTER ELE MECH PLUMBING COMMERCIAL
00-6163	IANR	08/11/00	IC ADJUNCT COMMERCIAL
00-10241	FIRE	12/26/00	FIRE PREVENTION
98-2137	IANR	03/19/98	IC ADJUNCT COMMERCIAL
98-8739	FIRE	10/08/98	FIRE PREVENTION
98-10191	MSWU	11/18/98	MISCELLANEOUS SEWER/WATER URM
96-2720	AANR	04/05/96	TENANT IMPROVEMENT
94-1174	HIST	09/29/94	HISTORICAL APPLICATION
88-13	NONH	04/25/88	OTHER SHELTER

City of Fresno Long Range Planning Context for GIS-Based Planning Tools

In addition to ESRI based land management, development application, work flow, and web-based access needs for Development Services, the City of Fresno Planning and Development Dept – Long Range Team - is currently using City developed and maintained ESRI based mapping platforms and is launching a new ESRI based scenario planning and impact assessment platform to facilitate completion and maintenance of the comprehensive Fresno Green Development Code, General Plan and Master Environmental Impact Report Update Project that it is now preparing and will complete by June 2012.

The City of Fresno currently has two web-based mapping tools: **(1) CityView**, which is operated and maintained by Planning and Development and the Information Services Dept., which is an ESRI based true GIS application compatible platform; and **(2) iView**, which is an AutoCAD tool using MapGuide and is maintained by the Dept. of Public Utilities.

The Long Range Planning Team is working with the Information Services Dept to launch **I-PLACE3S** (an ESRI based sketch planning scenario tool with various other modules for impact assessment and other functions) currently used extensively and very effectively by SACOG. **I-PLACE3S** facilitates integrated land use and transportation planning known as scenario planning and provides a web-based platform from which to communicate ideas, store data, and analyze potential outcomes and impacts. **I-PLACE3S** will be an essential tool for the effective completion and maintenance of the Fresno Green Development Code, General Plan and Master Environmental Impact Report Update Project. A key **I-PLACE3S** module will analyze data to assist in the calculation of items such fiscal impacts, infrastructure costs, cost/revenue analysis, return on investment, etc.

Additionally, the City of Fresno is increasingly coordinating advanced planning and current planning efforts with the City of Clovis, which has selected an ESRI based land management, development application, work flow, and web-based access platform.

Desk Top

- Microsoft Office Suite and products

Operating Systems

Servers - Windows 2003, Windows 2008

Desktop – Windows XP

Hardware

Servers

- Dell
- Gateway
- IBM

Desktop

- Dell

Databases

Microsoft SQL Server

Oracle

Access

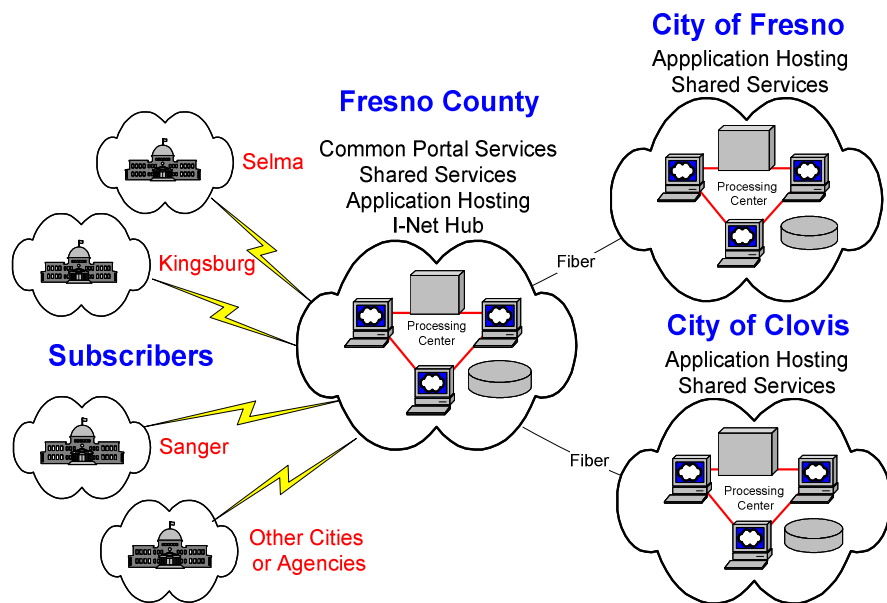
City of Fresno Networks

Cisco

Wireless

Regional Institutional Network

High Speed Fiber Connection to County of Fresno, City of Clovis



V.b) SCOPE OF WORK

for: RFQ/P #2991 - INTERACTIVE WEB-BASED DEVELOPMENT ENTITLEMENT PROGRAM

Interactive Web-based Development Entitlement Program

The City of Fresno, California, Department of Planning and Development seeks to automate to the greatest extent practicable its development entitlement processes that support customer and Planning Department workflows connected via the Internet.

These processes, connecting customers and the Planning Department via the internet, should include: entitlement applications for general plan amendments, zoning map and text amendments, conditional use permits, site development plans, subdivision tracts and parcel maps, variances, appeals and related fee-based applications. Associated with these processes are notice and procedural requirements of the California Environmental Quality Act (CEQA).

These processes, defined by state law and city ordinances and policies, involve discrete steps and stages of intake and evaluation, recommendation, and approvals/denials as a prerequisite to obtaining a local building permit.

The City is seeking qualified firms with the ability to work with the City to create Web-based Development Entitlement Programs which address, among other issues:

- Development Entitlement workflow definition and analysis
- Process automation
- Web-based interactive tools designed for secure login and management of application materials and review agency comments and requirements for both City agencies, other governmental agencies, and the public in general
- Effective systems designed to achieve and maintain effective connectivity to other city processing systems such as fee collection and processing, and building permitting, and construction plan checking, and inspections
- Transparent tracking and reporting of the various application review stages and processes with clear access to all interested stakeholders

All of the above items must work in conjunction with the RFP requirements listed in Section V.a.) "Scope of Work for RFP #2991 REGULATORY APPLICATION/WORKFLOW SYSTEM". The Scope of work documents included in the Section V.a.) may be used as a reference for your Qualifications Submittal information, including: connections to the Regulatory Application/Workflow System based on expectations of the Regulatory Applications and Basic System Workflow Requirements, Hardware and Software Configuration questions, System Features, Program Source Code requirements, Software Source Code Escrow, System Administration needs, Implementation, Training, Vendor Service, and Vendor References. Section V.a.) can also be used to reference the Existing Information Services Environment in the Planning and Development Department.

Please clearly note in your submittal documents, whether you are submitting qualifications or qualifications with a proposal for this RFQ/P- Interactive Web-based Development Entitlement Program. Please provide all documents with your submittal that are necessary for the City to properly evaluate your submittal. If you are submitting for the RFP portion of this document and are also submitting for the RFQ/P, you must indicate how your qualifications and/or proposal related to the Web-based Development Entitlement programs will act/function/cost: 1) in conjunction with your Regulatory Application/Workflow system proposal and 2) as a separate set of programs that would

have to work with another vendor's Regulatory Application/Workflow programs (assuming the RFP portion of this document is awarded to another firm).

NOTE: Applicants submitting qualifications only in response to the Interactive Web-Based Development Entitlement RFQ/P are specifically advised that City has reserved the right to negotiate and award on proposals received in response to the Interactive Web-Based Development Entitlement RFQ/P in this document, without any phased or further solicitation, and accordingly applicants may not have a subsequent opportunity to submit proposals in response to the Interactive Web-Based Development Entitlement RFQ/P in this document.