



**RFP 11-12-PBCE01
REQUEST FOR PROPOSAL FOR A NOTICING SYSTEM**

November 2, 2011

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1 INTRODUCTION

1.1 Under California State law and San Jose City ("City") Ordinance, the City is required to give public notices to residents and businesses within San Jose who would be potentially impacted by the issuance of a permit within a specified radius ("buffer") of a specified project.

1.2 The City's Department of Planning, Building and Code Enforcement ("PBCE") is requesting proposals from qualified individuals or firms to recommend and implement a turnkey solution to improve its public noticing process.

2 PROJECT GOALS AND OBJECTIVES

The City is seeking a technological solution to provide a simple, easy-to-use process with minimal "clicks," returning accurate address and occupant information for noticing based on pre-defined parameters and/or user-defined parameters which are configurable by the City staff. The required outcome is to have a web-based, map-driven solution that integrates several City datasets, including addressing and GIS layers. The output will be a list of address labels and a resultant map of project location and affected parcels within a buffer distance. In addition, the solution must provide the ability to render the Google map.

3 MINIMUM QUALIFICATIONS

The successful RFP submittal shall demonstrate that the Proposer has the appropriate professional and technical background, as well as access to adequate resources, to fulfill the stated Goals and Objectives of the City.

3.1 Provide three references using the Previous Customer Reference Worksheet (Attachment E). At least one reference should demonstrate the following:

3.1.1 Experience in recommending and implementing public noticing solutions for Government agencies.

3.1.2 Experience implementing integrated web-based GIS and addressing solutions.

4 COMPLETE RFP

This document describes the goals and objectives of this procurement, the RFP process, and RFP provisions. In addition, the following attachments, exhibits and/or appendices are included:

4.1 Attachments

Attachment Reference	Title
A	Proposal Certification Form
B	Cost Proposal Form

C	Local/Small Business Enterprise Preference Request
D	Exemplar Agreement with Exhibits (Including Insurance Requirements) Exhibit B to Attachment D – Scope of Services
E	Previous Customer Reference Form
F	Conceptual Architecture Diagram

5 PROCUREMENT TIMELINE

Date	Event
November 2, 2011	RFP Released
November 15, 2011	Deadline for Objections and Questions
November 30 2011	Proposals Due by 3:00 PM Pacific Time Deliver to Contact Person listed below (see Section 6) Late Proposals shall not be accepted! (see Section 11)

6 CONTACT INFORMATION

	City of San Jose Planning, Building & Code Enforcement, 3rd Floor 200 E. Santa Clara St. San Jose, CA 95113 Attn: Page Benway Phone: 408-535-7887 Fax: 408-292-6055 E-mail: page.benway@sanjoseca.gov
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7 HOW TO OBTAIN THIS RFP

This RFP may be downloaded from the BidSync e-Procurement system located at www.bidsync.com. Suppliers can also find a link at the City of San Jose Bid-Line Web site at www.sanjoseca.gov/purchasing/default.asp. At either Web site, follow the links to register for the on line service. You may register for free either on-line or by calling BidSync Vendor Support at **1-801-765-9245** and telling the support representative that you are registering for City of San José procurements.

All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFP is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

8 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Questions pertaining to this RFP should be submitted via e-mail to the Purchasing Contact. Please submit all questions by the deadline indicated in the procurement timeline, Section 5. The City will provide a written response to all pertinent questions in the form of an Addendum.

9 OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the purchasing contact identified in Section 6 prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

10 SUBMISSION OF PROPOSALS

10.1 Submit one (1) original and five (5) copies of the technical proposal clearly marked as such. The outside of the box or package and the cover or title page of each proposal shall be marked as follows: RFP 11-PBCE01, Noticing System proposal. In addition, include an electronic copy of your proposal on a CD or DVD, in pdf format.

10.2 Submit one (1) copy of your cost proposal (Attachment B) in a separate sealed envelope clearly marked on the outside: RFP 11-PBCE01, Noticing System proposal. Include an electronic copy on the CD or DVD required in Section 10.1

10.3 All Proposals shall be submitted as hard copy bound documents. The Original hard copy version of the proposal will be considered the official proposal submission.

10.4 Hard copy RFP documents are to be printed on paper that contains a minimum of 30% PCW, Chlorine Free. 100% PCW, Chlorine Free is preferred.

10.5 All pages shall be sequentially numbered and a table of contents shall be provided.

10.6 The font size on each page shall be 11 point Times New Roman or Arial font.

10.7 The pages shall be double sided with a maximum of one and one half line spacing.

11 LATE PROPOSALS

Late proposals shall be rejected and returned to the proposer. This deadline is absolute and proposals received after the due date and time shall not be considered. Proposers must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.

12 RESPONSE DOCUMENTS / SUBMISSION REQUIREMENTS

12.1 In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposals shall include the following information in the format indicated.

12.2 COVER LETTER

Include a transmittal letter identifying the Contractor's firm and the proposal package being submitted and how Proposer meets the Minimum Qualifications as stated in Section 3. Include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name, title, address, telephone number, and fax number of the individual authorized to contractually bind the firm and be signed by the authorized individual.

12.3 EXECUTIVE SUMMARY

Include a summary containing highlights of the proposal approach, describing how the project team would be organized, and how the Contractor will ensure responsiveness to City staff and project requirements.

12.4 TECHNICAL RESPONSE

12.4.1 A solution based on the Conceptual Architecture Diagram in Attachment F.

12.4.2 A work flow diagram outlining steps in proposed noticing processes.

12.4.3 A data flow diagram showing all data sources and interfaces required for proposed solution.

12.4.4 Implementation strategy for proposed solution, outlining in detail the software and/or outcome of programming efforts, as well as consulting and City staffing resources required.

12.4.5 Programming Standards documentation, including coding style and techniques such as standards for indenting, commenting, and control structure, in which the source code of the software solution is developed following such standards.

12.4.6 Proposer shall state that conformance with W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level A **can** or **cannot** be achieved.

12.5 MANAGEMENT RESPONSE

12.5.1 Communication Plan

12.5.2 High Level Project Plan with timeline

12.5.3 Key Personnel Assignments/Responsibilities

12.5.4 Short resume or biography for each Key Personnel

12.6 COST PROPOSAL

12.6.1 Complete Attachment B – Cost Form in accordance with the instructions on the form.

12.6.2 Pricing shall be firm fixed and inclusive of any and all hardware, software, 3rd party software, professional services, and maintenance and support costs.

12.6.3 Payments shall be made to contractor upon City's acceptance of successfully completed milestones as negotiated between vendor and City.

12.7 OTHER ATTACHMENTS

12.7.1 Attachment A, Proposer Certification

12.7.2 Attachment B, Cost Form

12.7.3 Attachment C, Local and Small Business Preference,

This form must be provided if the proposer is requesting consideration. If this form is not included with your proposal, consideration for local and small business preference shall not be granted. This form may not be submitted at a later date.

12.7.4 Attachment D, Exemplar Agreement with Exhibits. Note any exceptions to the Terms and Conditions of the Exemplar Agreement. If there are no exceptions, please return the first page of the Agreement marked "No Exceptions". Please note that excessive changes may result in lower proposal scores or disqualification of proposal.

12.7.5 Attachment E, Previous Customer Reference Worksheet. Three references are required, copy the form as appropriate.

12.7.6 Attachment F - Conceptual Architecture Diagram

13 PROPOSAL REVIEW PROCESS AND EVALUATION CRITERIA

13.1 PROPOSAL RESPONSIVENESS.

13.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with the proposal submittal as described in Section 12.

13.2 PROPOSAL EVALUATION PROCESS

13.2.1 An evaluation team will evaluate proposal submissions.

13.2.2 The City may seek oral or written clarification from any or all proposers in order to better understand and evaluate the proposed solution. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

13.3 PRESENTATIONS / ORAL INTERVIEWS.

Finalists may be invited to present oral presentations for the purpose of introducing key members of the project team, and allowing the City to fully understand the Proposer's ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead, the City may modify proposal scores and resulting rankings based on the oral presentation.

13.4 BEST AND FINAL OFFER (BAFO)

13.4.1 A Best and Final Offer (BAFO) may be held with finalists if additional information or clarification is necessary in order to make a final decision. The BAFO may allow proposers to revise their original technical and/or cost proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

13.4.2 The City will request only one BAFO, unless the evaluation team determines that another BAFO is warranted.

13.4.3 Proposers are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there would be an additional opportunity to amend their technical or price proposals after the original submission of technical and price proposals. Proposers may not request an opportunity to submit a BAFO.

14 PROPOSAL EVALUATION WEIGHTING CRITERIA

Criteria	Weight
Proposal Responsiveness	Pass/Fail
Technical Capabilities	35%
Experience	35%
Cost	20%
Local Business Preference	5%
Small Business Preference	5%
TOTAL	100%

15 BASIS OF AWARD

15.1 Award will be based on the overall highest ranked proposer score in accordance with Section 14.

15.2 Should the City, in its sole discretion, determine that a secondary award is required, award will be to the second highest ranked proposer.

15.3 Should the selected proposer fail to provide post award documents as required, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked proposer for award.

15.4 The City reserves the right to accept an offer in- full, or in-part, or to reject all offers.

16 PROTESTS

16.1 If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to PBCE Department Head no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 15. Failure to submit a timely written Protest to PBCE Department Head will bar consideration of the Protest.

16.2 The address for submitting protests is:

City of San Jose
200 East Santa Clara Street, 3rd Floor
San Jose, CA 95113
Attention: Page Benway

17 GENERAL INFORMATION

17.1 The City reserves the right to accept or reject any item or group(s) of items of a response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.

17.2 The City is not required to accept the lowest price proposal. Responses will be evaluated to determine the most advantageous proposal on a variety of factors including but not limited to price, implementation costs, design quality, features and performance.

17.3 Final award shall be contingent upon reaching an agreement on software licensing terms, if applicable.

17.4 Do not include sales tax in your price quotation. The City will work with the selected supplier to add sales tax as appropriate, and will incorporate it into the Final Agreement.

17.5 Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

17.6 The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

17.7 The City may require financial statements for the last two fiscal years as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

18 GROUND FOR DISQUALIFICATION

18.1 All Proposers are expected to have read and understood Council Policy 0-35 titled Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007. A complete copy of the policy can be found at:

http://www.sanjoseca.gov/purchasing/pdf/Policy0_35.pdf.

18.2 Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

18.3 Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

18.4 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

18.5 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

18.6 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

18.7 In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

18.7.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

18.7.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

18.7.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

18.7.4 Proposer's default under any City agreement, resulting in termination of such Agreement.

19 ADDENDA AND INTERPRETATION

19.1 The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the contact named in Section 6.

19.2 Proposer requests for clarification shall be deliverable as stated in Section 8. Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP.

20 PROPOSAL SUBMISSION

20.1 This RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.

20.2 After acceptance of the successful proposal by the City, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted.

20.3 Should the successful Proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the Proposer, including forfeiture of the Proposal Bond,, if any, and an action for damages and shall have the right to award to the next responsive Proposer.

21 EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that Proposer was not fully informed as to any fact or condition.

22 CODE ADHERENCE PERMITS AND FEES

Proposer shall agree to abide by all laws, rules and regulation of the United States, State of California, Santa Clara County, and the City of San Jose, securing all necessary licenses and permits in the connection with resulting contract at no additional cost to the City. Successful proposer must have or obtain a current City of San Jose business license.

23 TERMS AND CONDITIONS OF AGREEMENT

Upon conclusion of the RFP process, the City will enter into negotiations with one or more Proposer(s). Proposer(s) shall enter into a contract with the City in substantial conformity with the selected proposal and the form of the City's Standard Terms and Conditions. **Attachment D, Exemplar Agreement**, outlines the City and its standard terms and conditions as part of the agreement between the City and the successful Proposer. The City reserves the right to negotiate project deliverables and associated costs.

23.1 All agreements will require the Proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations.

23.2 An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City.

24 INSURANCE REQUIREMENTS

24.1 The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in **Attachment D, Exhibit E**.

24.2 All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsements.

24.3 Certificate of Insurance, as required, shall be provided to City within 10 calendar days of the notice of award. Failure to provide the required Certificate of Insurance may result in withdrawal of the Award and award to the next highest ranked proposer.

25 LOCAL AND SMALL BUSINESS PREFERENCE

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference shall be 5 points if the business is local and an additional 5 points if the business is small. In order for the proposer to be eligible for local and/or small business preference, the proposer must complete **Attachment C**, Request for Contracting Preference for Local and Small Businesses. If the proposer fails to complete this form and submit it with the proposal, the proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

26 PUBLIC NATURE OF PROPOSAL MATERIAL

26.1 All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

26.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 26.5.

26.3 Do not mark your entire proposal as "confidential".

26.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public records Act which provides the exemption as well as the factual basis for claiming the exemption.

26.5 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

27 NON-DISCRIMINATION / NON-PREFERENTIAL TREATMENT

The successful Proposer agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of San Jose contracts.

28 CITY BUSINESS TAX

The Proposer(s) shall be required to comply with the San Jose Municipal Code Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of work. Contact Finance/Revenue Management at (408) 535-7055 to determine the applicable tax costs.

29 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

The City has adopted an "Environmentally Preferable Procurement" (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed. Computers and other electronics are a growing focus of environmentally preferable purchasing activities due to their high prominence in the waste stream, their numerous hazardous chemical constituents, and their significant energy use. Moreover, when these products are improperly disposed of they can release hazardous substances that pollute the environment.

29.1 In support of this policy, the selected supplier will be required to work with the City to apply this policy where it is feasible to do so. In addition, proposers should address any environmental considerations with their proposal response.

29.2 The entire EPP policy may be found in the City's internet site at the following link:
http://www.sanjoseca.gov/esd/natural-energy-resources/PDFs/EP3_2007.pdf

ATTACHMENT A

CERTIFICATION

Proposing Firm Name:		
Address:		
Telephone:		
Email:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
6. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they have downloaded from BidSync and reviewed all addenda pertaining to the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 6 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

ATTACHMENT B – COST FORM

A. CONSULTANT AND SOFTWARE SERVICES

It is the City's intention to compensate the Successful Proposer upon completion and City's acceptance of key project milestones.

Submit a firm-fixed price for all tasks and associated deliverables as proposed in your proposal. The total amount for all tasks shall be the total amount Proposer expects to be compensated for all the services as stated in your proposal.

Annual maintenance to commence thirty days after City's final acceptance and "go live" of completed project.

Item	Cost
Project Management	\$
Software	\$
Software Development	\$
Installation	\$
Testing	\$
Implementation	\$
Training	\$
Other (please list)	\$
Total	\$
Maintenance and support year 1	\$
Maintenance and support year 2	\$
Maintenance and support year 3	\$
Maintenance and support year 4	\$
Maintenance and support year 5	\$

NOTES:

1. Pricing must be for total cost of project for which you are to be considered.
2. All pricing is "firm fixed" for 180 days after the contract is signed
3. Only prices that appear on this Form will be considered. No other pages with prices and no attached price lists will be considered.
4. Do not include sales tax in your price quotation. The City will work with the selected supplier to add sales tax as appropriate, and will incorporate it into the Final Agreement.
5. All software and implementation breakdown costs, such as cost for project management,

software development, testing, installation, implementation and training.

6. If proposer has indicated in 14.1.1.6 that WCAG 2.0 Level A Conformance can be met, provide a line item cost (as an option) for providing Level A conformance and the Statement of Conformance.
7. Do not include the costs for the City provided items as indicated in the Conceptual Architecture Diagram in Attachment G:
 - A VMWare 64-bit Windows 2008 server instance
 - ArcGIS Server 10.0 Standard Edition software
 - Access to City datasets for this project, including Oracle views which contain the property information, owner and occupant information, and GISID – linkage to the GIS layers - ; and the GIS layers needed for the noticing project.
 - Google Map subscription

B. HOURLY CONSULTING COSTS

In the event that additional consulting services is required that is outside the scope of this project, please submit an average hourly rate inclusive of all overhead, and profit.

ATTACHMENT C – LOCAL AND SMALL BUSINESS PREFERENCE

City of San Jose Request for Contracting Preference for Local and Small Businesses			
Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the Consultant qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the Consultant. In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (<i>regardless of where they are located</i>) of your firm is 35 or fewer. There are two ways in which the preference can be applied. In procurements where price is the determinative factor (<i>i.e. there are not a variety of other factors being considered in the selection process</i>) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local Consultant submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199. In procurements where price is not the determinative factor such, as an RFP, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.			
The following determinations have been made with respect to this procurement: (for official use only)			
Type of Procurement	☐ Bid	☐ Request for Quote	☒ Request for Proposal
Type of Preference	☐ Price is Determinative		☒ Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost	LBE preference = 5% of Points SBE preference = 5% of Points	
In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.			
Business Name			
Business Address			
Telephone No.			
Type of Business	☐ Corporation	☐ LLC	☐ LLP
	☐ General Partnership	☐ Sole proprietorship	☐ Other (explain)
*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE In order to qualify as an LBE you must provide the following information: Current San Jose Business Tax Certificate Number Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:			
**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business - NOT just local employees, or employees working in the office address given above. Please state the number of employees that your Business has: 			
Based upon the forgoing information I am requesting that the Business named above be given the following preferences (<i>please check</i>): ☐ Local Business Enterprise ☐ Small Business Enterprise			
I declare under penalty of perjury that the information supplied by me in this form is true and correct.			
Executed at: _____, California Date: _____ Signature: _____ Print name: _____			

**ATTACHMENT D
CITY OF SAN JOSE
CONSULTANT AGREEMENT
STANDARD TERMS AND CONDITIONS**

(Referenced exhibits not attached will be added to final agreement)

THIS AGREEMENT is made and entered into this ____ day of _____ 2010, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and, _____
(hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, is listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from _____ to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The total compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed XXXX Dollars (\$0.00). The rate and schedule of payment is set out in Exhibit D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

CONSULTANT shall furnish to the CITY an invoice for work performed upon completion of all work and submittal by CONSULTANT and approval by City of the deliverables associated with each Phase of work, as outlined in Exhibit B, Scope of Services. .

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent

contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Human Resources or the Director's authorized designee ("Risk Manager") of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's Director of Planning, Building and Code Enforcement, or his designee, is empowered to terminate this AGREEMENT on behalf of CITY.

- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.

CONSULTANT agrees that, in the performance of this Agreement, CONSULTANT shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the CITY'S website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

- A. Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
- B. Use of Energy Star Compliant equipment.
- C. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- D. Internal waste reduction and reuse protocol(s).
- E. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 17. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 18. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

SECTION 19. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

SECTION 20. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.

- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 21. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 22. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT G, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 23. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

N
o
t
i
c
e

To CONSULTANT:

S

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 24. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Attachments attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM:

Deputy City Attorney

"CITY"

CITY OF SAN JOSE, a municipal corporation

By _____

"CONSULTANT"

, a

By _____

Name:

Title:

EXHIBIT A TO ATTACHMENT D

RECITALS

WHEREAS, the CITY OF SAN JOSE desires to obtain CONSULTANT services to provide the CITY implementation services in order to improve the Department of Planning, Building and Code Enforcement's ("PBCE") public noticing process; and

WHEREAS, CONSULTANT has the necessary professional expertise and skill to perform such services;

NOW, THEREFORE, the purpose of this AGREEMENT is to retain
_____ to CITY to perform those services
specified in SECTION 1 of this AGREEMENT.

EXHIBIT B TO ATTACHMENT D

SCOPE OF SERVICES

Project Description

CONSULTANT shall conduct the following work for the City of San Jose's Department of Planning, Building and Code Enforcement's Public Noticing Process which will provide a simple, easy-to-use process with minimal "clicks," returning accurate address and occupant information for noticing based on pre-defined parameters and/or user-defined parameters which are configurable by the City staff.

Task I - Planning, Mobilization & Project Management

CONSULTANT shall prepare for and participate in a project kick-off meeting, to confirm project personnel, roles and responsibilities, schedule, resources and goals. Time shall be allocated in the project to allow for regular compliance monitoring, status reporting and project meetings. CONSULTANT shall prepare a summary of discussion items, action items and responsible person from each meeting and distribute to meeting participants.

The Project Schedule Responsibility Plan

- The detailed project schedule is a Task 1 deliverable, and will summarize the milestone events and deliverables described in this scope within the timeline proposed
- The schedule will be finalized at the project kickoff meeting, and agreed upon and approved by City within 5 days of the meeting

CONSULTANT shall provide a "Project Status Report" on completion of each task, as a cover for task deliverables, with a sign off provision for the City.

Deliverables:

- Kick-off meeting agenda and record.
- Detailed project plan & schedule
- Issues List/Decision Log maintained and regularly presented for review.
- Project Status Report at the completion of Task 1

Task II – Development of the Web-based Software Solution

Consultant shall provide the web-based software solution that meets the Project Goals and Objectives outlined in Section 2 and the requirements as follows:

- a. Using web-based software, User is able to input the following information:
 - i. Address(es) or Assessor's Parcel Numbers (APN's), or a geographic area selected from a map or other user-defined parameters (such as Council Districts, property use code, tax rate area, project number, neighborhoods, etc).
 - ii. Desired buffer, in foot length, for noticing (e.g., 500').
 - iii. Other user-defined parameters are configurable by City staff based on data located within AMANDA or other systems identified in Exhibit F to Attachment D, Systems and Workflow Currently Used For Public Noticing.
- b. The system returns a location map identifying the subject addresses and adjoining parcels within the given buffer.

- c. The parameters for property selection are either pre-existing in the software or user-defined and configurable by City staff.
- d. User has the ability to zoom in or out of map to read parcel numbers and addresses of properties adjoining specified address(es). User has the ability to view any parcels from map that are located within or around San Jose.
- e. Using the mouse while viewing location map, user can move boundaries of specified buffer either in or out, and can also select or deselect individual APNs within or outside of buffer to include or exclude in noticing. The result is a noticing map.
- f. The tooltip, displaying APN and property address, will be enabled upon hovering over parcels on the map.
- g. The system has a Print Mailing List button, which exports owner-occupied as well as non-owner occupied ("resident") data of the properties selected into both address labels and a data format that can be used for address labels and other mailings. City will specify the file format and output layout.
- h. The system has a Print Map button, which prints maps identified in items "b" and "e" above in either Letter or Ledger paper size. Maps can be plotted on either paper or to file, in color and black and white. The output needs to show the print title and date, City logo, map scale, and north arrow as well.
- i. System includes a functional Google Map toolbar.
- j. System is developed using JavaScript and/or other industry programming languages to be approved by City.
- k. Functionality configurations should be table driven or user configurable, not hard coded.

Deliverables:

- Live prototype demonstrations.
- Project Status Report at the completion of Task 2.

Task III – Installation, Configuration and Functionality Testing

Consultant shall install and configure the software solution on City provided hardware and ArcGIS Server 10.0. Consultant shall perform functionality tests to ensure the solution meets the requirements outlined in Task II.

Deliverables:

- Installation and Configuration documentation, including server operating system and component requirements.

- Functionality test results.
- Training 5 City staff using prior real life examples, provided by the City.
- A statement of WCAG 2.0 Level A conformance (should the City choose the option.)
- Project Status Report at the completion of Task 3

Task IV – Site Acceptance Test (SAT)

City will perform site acceptance tests for real noticing scenarios based on the requirements listed in Task II above. Consultant shall make technical resources available to address any issues from the SAT tests and correct the errors within 5 days. City will test again until satisfactory results are achieved.

Deliverables:

- Source code of the software solution.
- Documentation for the software solution, including data flow diagram, entity relationship diagram, data model, and documentation for the tools used to develop the solution.
- Project Status Report at the completion of Task 4.

ACCEPTANCE CRITERIA

In order for the City to sign off and accept for the Noticing System as implemented by CONSULTANT, the System must, to the City's satisfaction, successfully perform each of the items outlined in Tasks I, II, III and IV above.

EXHIBIT D TO ATTACHMENT D
COMPENSATION

To be negotiated between City and successful proposer

EXHIBIT E to ATTACHMENT D

INSURANCE

CONSULTANT, at CONSULTANT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles.
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions insurance for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverages**

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

2. **Workers' Compensation and Employers' Liability**

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

3. **All Coverages**

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

Page Benway
200 E. Santa Clara St.
3rd Floor Tower
San Jose, CA 95113

And

City of San Jose – Finance Department
Risk & Insurance Program
200 East Santa Clara St., 13th Floor
San Jose, CA 95113-1905

G. **Subcontractors**

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT F to ATTACHMENT D

CITY OF SAN JOSE

SYSTEMS AND WORKFLOW CURRENTLY USED FOR PUBLIC NOTICING

Application / System Name	Description	Exe/Web	Interface to:	Used For
AMANDA	Plan Review and Permitting Workflow and documentation of Noticing	Both	FileNet SpaciaX GeoMedia Word FMS (85% manual)	Document/Image links AMANDA to FileNet Geographic Info and Aerial Maps Merge Documents Financial Records Oracle scripts update FMS with payment data from AMANDA for the Multiple Housing (MH) and Off Sale Alcohol (OSA) programs
County Assessor File	Update AMANDA property info		AMANDA	Property owner & mailing address Assessors Parcel Number
GeoMedia	Geographic Info and Aerial Maps	Both	AMANDA	Map viewer on the PC and Internet
MapInfo	GIS layer update Spatial Query for Noticing	Exe	Real Quest (manual) Renter's Database	Property Owner Information for Noticing Flat table of Occupant information purchased bi-annually
RealQuest	Property Owner information	Web		
Smart Mailer Pitney Bowes	Envelope Printer/Stuffer	Exe		Excel worksheet of address manually converted to .dbf and printed

CURRENT WORKFLOW USED FOR PUBLIC NOTICING

- 1) Application for Development intake:
 - a) Folder created in AMANDA for Development, Subdivision, Zoning, Public Projects, Tree Removals and many other projects and activities (DV, SB, ZN, PP, TS and AO folder types)

- b) Noticing buffer size as determined by ordinance, based on scope of work, is entered into FolderInfo.InfoCode 1100 Noticing Radius. Assigned Planner may increase or adjust the buffer size and shape.
- 2) Noticing team creates an initial list of Assessor Parcel Numbers (APN) to notice using MapInfo.
 - a) Select project property(s) in workspace. (GISPROD PW database)
 - i) Add additional properties or other areas
 - ii) Owner and Occupant records
 - (1) Buffer the selection
 - (2) Query parcels in buffer.-Save as dbf file
 - (3) Query renter/occupant/tenant by retrieving occupant addresses from the renters dataset (flat file imported into workspace.) Save as dbf file
 - (4) Select the APN's-from parcels in dbf file, paste in Excel spreadsheet
 - (5) Using Win2Data, query on APN's from Excel spreadsheet to retrieve address and owner name
 - (6) Export file from Win2Data (addresses & owner name) to DBF file
 - (7) Clean up the DBF file exported from Win2Data
 - (8) Combine (2), (3) and (6) above.
- 3) Noticing verification/validation part 1
 - a) Plot the APN's using MapInfo in workspace (GISPROD)
 - b) Visually compare to the noticing buffer. Note exceptions (PW uses a non-standard APN format which causes the exceptions)
- 4) Noticing verification/validation part 2
 - a) Retrieve project file and open GIS viewer in AMANDA
 - b) Select the exception properties
 - c) Retrieve AMANDA property records
 - d) Export to Excel, convert to dbf and combine with address from line 2.a.ii.8
- 5) Label and stuff envelopes
- 6) Mail

Code Enforcement Division does similar mailings and noticing but generally on a larger scale and based on Council Districts, Strong Neighborhood areas and other, user-defined groupings.

EXHIBIT G to ATTACHMENT D

SPECIAL PROVISIONS

There are no special provisions.

ATTACHMENT E

PREVIOUS CUSTOMER REFERENCE WORKSHEET

Provide reference information for the services you are quoting and provided in a manner and environment similar in size and scope to the requirements of this project. Copy this form as appropriate.

Name of Customer:	
Customer Address	
Customer Contact Name(s)	
Customer Contact Phone Number(s)	
Brief description of work performed for this client (use additional sheets if necessary):	

ATTACHMENT F
Conceptual Architecture Diagram

