



RFP #1704-092016
Request for Proposal for
Permitting System Software

Proposal must be received no later than:
October 31, 2016 @ 3:30 pm

Deliver proposal to the office of:
Stacey Bristow, Development Services Deputy Director
DAVID.RIZK@HAYWARD-CA.GOV
777 B Street (2nd Floor)
Hayward, CA 94541

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SECTION 1 - INVITATION FOR PROPOSALS

NOTICE IS HEREBY given that the City of Hayward will accept sealed proposals for a replacement Permitting **System (that includes a Code Enforcement Module)** in accordance with the general provisions for purchase of work and services on file in the office of the Purchasing Department, 777 B Street, Hayward, CA 94541, where copies of said conditions and specifications may be inspected or obtained. All proposals must be in the format specified, enclosed in a sealed envelope and clearly identified with RFP title, number, company name and due date.

Deliver proposals to the Purchasing Department at the address indicated above on or before October 31, 2016 @ 3:30 p.m. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time as late bids will not be accepted and will be returned unopened.

The City of Hayward Development Services Department is seeking an experienced and qualified vendor to provide a Permitting software system and implementation services that that satisfies the City's entire functional and technical requirement. A detailed description of the products and services required are contained in Section 3 Scope of Work.

Please submit your RFP response by **October 31, 2016** in the following format:

- a. Four (4) bound copies of the proposal on 8 ½ x 11 paper with section separators.
- b. Two (2) electronic copies on two (2) USB Flash Drive. The Requirements section of the RFP must be in Word format on the flash drive.

Proposals shall be submitted in a package marked "Proposal for City of Hayward - Permitting System". Send or deliver copies to the following:

Stacey Bristow, Development Services Deputy Director
777 B Street (2nd Floor)
Hayward, CA 94541

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Any administrative questions regarding bidding procedures should be direct to:

Maria Carrillo, Purchasing Manager
510.583.4800, Maria.Carrillo@Hayward-ca.gov

Questions relating to the project management may be directed to:

Stacey Bristow, Development Services Deputy Director
510.583.4004, David.Rizk@Hayward-ca.gov

All communication from prospective proposers regarding this RFP must be in writing via email to Stacey.bristow@hayward-ca.gov. Communication by telephone or in person will not be accepted. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City of Hayward with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

SECTION 2 - BACKGROUND AND CURRENT SYSTEMS

Background

The City of Hayward, California (the City) is located in Alameda County and is known as the “Heart of the Bay” because of its central and convenient location to San Francisco, Oakland, and San Jose. It is served by an extensive network of freeways and bus lines, two BART stations, an airport and an Amtrak station. Currently, it is estimated that there are 148,000 residents of the City of Hayward with the City growing by approximately three percent since 2000.

The City is governed by a City Council / City Manager form of government. The City Council is made up of six members plus a mayor that serves as the head of the City Council. The City Council appoints a City Manager to oversee the City’s twelve departments.

Background Summary	
Population	144,186
Number of Employees	790.45
Annual City Operating Budget (including General Fund)	\$239,923 M
Annual General Fund Budget	\$123,524 M
Annual City Capital Budget	\$106 M
Fiscal Year	July 1 – June 30
Number of Departments	14
Governance Structure	City Council / City Manager
Utility Customers	34,000
MOUs	7
Housing Units	48,000

Current Systems

The City currently uses Munis (Version 10.5) for Permitting and Planning. The City plans to upgrade Munis to version 11.2 in the near future. The City has determined the need to implement a more robust GIS-centric best of breed solution for Permitting, Planning, Code Enforcement and Inspections to meet the needs of Building and Planning and Code Enforcement, as well Police, Fire, and HazMat where possible.

The following table outlines key systems used by the City today, how they relate to this project, and whether they will be interfaced or integrated with the replacement Permitting system.

Application - Vendor	Keep/Replace	Integrate/ Interface
Permitting, Land Management – Munis 10.5	Replace	N/A
GIS - Esri ArcGIS 10.4.1	Keep	Yes
IVR – Tele-Works	Keep	Yes
Financials and Payroll – Munis 10.5	Keep	Yes
Cashiering – Tyler Cashiering	Keep	Yes
Code Enforcement – Accela GOV Outreach	Replace	N/A
ePlan Review – PDF Editor	Keep?	Yes

In addition, Excel spreadsheets, Access databases, or other shadow systems are being used to manage, query, and report information outside the Permitting system. The vision of the City is to eliminate or minimize the need for the shadow systems within each department and rely on technology to improve efficiencies and system usability. Process improvement is expected to coincide with software implementation activities and the adoption of best practices wherever possible.

Platform. The City prefers a Permitting solution that runs in a Microsoft Windows Server 2012 R2 environment utilizing the Microsoft SQL Server 2012 R2 for the database. Web-enabled or Web-based systems are preferred. The City will consider On-Premises or Cloud-based solutions and would like to understand more about a Vendor’s Cloud strategy.

Security. It is expected that the new Permitting system will have tight security controls which meet regulatory compliance and audit standards. Preference is for role-level security to the menu and screen level; security should flow through to standard as well as 3rd Party reporting tools. Microsoft Active Directory is preferred for single sign-on and global security administration.

Integration. Currently, most interfaces with existing systems are manual or via flat file. The City is interested in leveraging more open integration tools that support a Microsoft Windows platform such as .NET, Service Oriented Architecture, XML, Web Services, APIs, SharePoint services, etc. Prior experience with integration to the City’s existing applications is considered a positive differentiator.

Desktops. There are approximately 50 workstations running Windows 7 that will be migrated to Windows 10 by the end of 2016. Internet Explorer is the standard Web browser. The City is in the process of implementing Office 365 and it will be used for all email functions. The ability to interface with Office 365 is required.

Mobile Accessibility. The City’s preference is to utilize mobile devices for non-office or field work performed by employees, and is interested in exploring mobile hardware and software options that are optimized for what vendors provide. Mobile systems should have the ability to cache data from the server and allow data entry in the field without Wi-Fi connectivity and re-synch data once Wi-Fi is available. Mobile printing is a nice feature, but not required.

Parcel Information. Parcels numbers are assigned by the County, which also maintains official parcel ownership, sale and transfer dates, size and dimensions, and land value information. This information is currently imported into the Munis Permitting. The City maintains the parcel layer and parcel attribute data such as land use, zoning, permitting, entitlements, etc. The City shares this data with the County for assignment of an Assessor's Parcel Number (APN) when permits are requested. The City would like to improve transfer of data between systems to bring in monthly updates and update GIS.

GIS Systems. The City currently uses Esri ArcGIS V. 10.4.1 for its GIS solution. The City envisions that the new Permitting will have bi-directional integration with GIS. Functionality required includes the ability to drill down from spatial maps into the Permitting system for views of open, expired or pending permits, as well as history of permitting, code enforcement or other activities pertaining to an individual parcel or group of parcels within a project. The City would like to initiate actions from the GIS map such as initiate a Permit case or Code Enforcement case.

Reporting. Reporting from the system is facilitated primarily by the use of an enterprise Crystal Report Writer. The City requires more user-friendly ad hoc query and reporting tools that are intuitive to the user community and would like to explore the use of Microsoft SSRS tools for enterprise reporting in the future.

Document Management. The City currently uses Laserfiche for document management. A replacement Permitting system should provide functionality to store documents related to transactions within the system, as well as be able to interact with other stores of documents and images.

It is anticipated that the new Permitting system and successful implementation will:

- Position the City to meet its current and future strategic objectives.
- Make information easily and broadly available to internal and external consumers of data.
- Streamline the application and permit approval processes and eliminate bottlenecks.
- Minimize manual processes, reduce paper, and increase usage of automation wherever possible.
- Automate manual tasks and improve permit efficiency.
- Minimize the use of shadow systems.
- Promote the adoption of best practices and the development of policies and procedures.
- Provide intuitive systems that are easy to navigate.
- Support query and reporting of data in the user's desired format.
- Support or compliment the desired technical architecture.
- Ensure integration with other systems.

SECTION 3 - SCOPE OF WORK AND TIMELINE

Scope of Work

The City intends to purchase a Permitting system that includes the following specific modules and functional areas:

Modules/Functionality – Required
Permitting and Land Management
Inspections
Code Enforcement
Reporting and Query Tools

Modules/Functionality – Explore
Business Licensing

The City will choose a Permitting system that most closely meets its requirements for flexibility and configurability, the functional requirements defined in this RFP, and that provides an open system architecture that permits interfacing to other internal and external systems.

The solution selected will be implemented using a phased approach as recommended by the selected Vendor and approved by the City. The City expects process improvement through implementation of new systems and intends to adopt the best practices offered by the selected Vendor. Vendors who are invited to demonstrate their product should be prepared to discuss the application's best practices and the system's ability to adapt to user preferences.

Timeline

The following defines the estimated timeline for the selection of a Vendor. However, the City reserves the right to modify or reschedule procurement milestones as necessary.

Activity	Dates
Release of Request for Proposal	October 3, 2016
Vendors Questions Submitted	October 12, 2016
Vendors Questions – Answers Posted	October 17, 2016
Proposals Due	October 31, 2016
Selection of Finalists	December 31, 2017
Software Demos	February 2017
Due Diligence Review	March 2017
Contract Negotiations	April 2017
Award Contract	May 2017
Implementation Start Date	May 2017

SECTION 4 - EVALUATION PROCEDURES AND CRITERIA

Proposal Evaluation

The City will review all proposals received as part of a structured evaluation process. For each decision point in the process, the City will evaluate proposers according to specific criteria and will then elevate a certain number of proposers to compete in the next level.

The sole purpose of the proposal evaluation process is to determine which solution best meets the City's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide and has proposed the best solution and implementation approach for the City's current and future permitting system needs.

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and may arrange interviews with the finalist prior to selection. The evaluation of proposals will be based on a fair, impartial, and competitive selection process in which the evaluation of proposals will not be limited to price alone. Technical merit will be the primary consideration in the selection process.

The City reserves the right to select a vendor based solely on the information submitted in the proposal and to make a contract award without any further discussion with the Vendors regarding the responses received. Therefore, responses should be submitted initially on the most favorable terms available to the City from a price, contractual terms and conditions, and technical standpoint. The City also reserves the right to conduct discussions with Vendors who submit proposals. The City is not under any obligation to reveal to a Vendor how a response was assessed or to provide information relative to the decision making process.

The City reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the City may require, and to be the sole judge of the selection process. The City also reserves the right to negotiate separately in any manner to serve the best interest of the City. The City retains the right at its sole discretion to select a successful vendor.

Notification

Based on the evaluation of the proposals, the City will select a Short List of three or four Vendors and invite them to participate in Pre-Demo Meetings and Software Demos. The selected Vendors will be notified in writing or e-mail by the date indicated in Section 3.

Pre-Demo Meeting

The purpose of this meeting is to answer any questions about the Demo Script that will be provided by the City as well as any questions about the software demo process. This meeting will be scheduled after the Short List notification is made.

Software Demos

The functional and technical product Demos will be presented to the City by the Short Listed Vendors according to a pre-defined script issued by the City. All Vendors must follow this script during their Demo process. The evaluation criteria for the Demo process will include adherence to the script as well as the

ability to successfully demonstrate the product's ability to meet the City's functional and technical requirements. The City reserves the right to request additional information, interviews, follow-up demonstrations or any other type of clarification of proposal information it deems necessary to evaluate the final Vendors.

Follow Up Demo

The City may request a more extensive technical or functional Demo from vendors. This Demo will be scheduled on an as-needed basis for the Short Listed Vendors.

Site Visits

The City may conduct site visits to any or all of the Short-listed software Vendor's headquarters and/or references. These visits will be scheduled on an as-needed basis for the Short Listed Vendors.

SECTION 5 – VENDOR INSTRUCTIONS

Please submit your RFP response by **October 31, 2016** in the following format:

- a. Four (4) bound copies and one (1) unbound copy of the proposal on 8 ½ x 11 paper with section separators.
- b. Two (2) electronic copies on two (2) USB Flash Drive. The Requirements section of the RFP must be in Word format on the flash drive.

Proposals shall be submitted in a packaged marked “Proposal for City of Hayward - Permitting System”. Send or deliver copies to the following:

Stacey Bristow
Development Services Deputy Director
777 B Street (2nd Floor)
Hayward, CA 94541

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Pre-Bidders Questions

Questions regarding this RFP may be submitted to the City via email by the date indicated in Section 3. Email questions to David Rizk (David.Rizk@hayward-ca.gov). The City will address all questions and post them to the City’s website by the date indicated in Section 3 of this RFP. No formal Pre-Bidders Conference will be held.

Proposal Response Format

In order to assist in the fair and equitable evaluation of all responses, Vendors are being asked to **adhere to the specific response format** set forth below. Responses that deviate from the requested format may be classified as “non-responsive” at the discretion of the City and may be subject to disqualification. Marketing information will not be accepted in lieu of direct response to all requirements and questions.

Proposals should be organized and include the following sections and content:

Section	Description
1. Executive Summary	A letter of introduction signed by an authorized representative of the Firm that provides an executive summary of the Firm’s experience relevant to the scope of work described in this RFP. Limit to 2 pages.
2. Requirements	Completed Requirements document from Section 6 of this RFP. Complete as per the directions included in that document. Each Requirement must have a rating and a comment. Use the Word format and do not make any changes to formatting of this document.

Section	Description
<p>3. Pricing</p>	<p>Completed Pricing summary using Exhibit A of this RFP. Indicate costs for software, implementation and maintenance. Pricing must be fully comprehensive, complete, including all taxes, and list any available discounts or CPI increases. Pricing must be valid for at least 180 days from response submission date. All one-time and recurring costs must be fully provided.</p> <p>Software: Provide estimates for user counts defined in this RFP.</p> <p>Implementation Services: Including but not limited to implementation of the software, data conversion, system configuration, report development, testing and training.</p> <p>Maintenance: Indicate the estimated total dollars and percent of software license cost plus any CPI changes that might be incurred in years 2 – 10.</p> <p>Note: Additional pricing information can be supplied if it clarifies or provides relevant detail to your estimate.</p>
<p>4. Implementation</p>	<p>An overview of Proponent’s implementation methodology including but not limited to examples of or recommendations for the following:</p> <ol style="list-style-type: none"> a. MS Project Plan: including Phases, Tasks and Timeline. b. Implement using phases or all modules at one time. c. City Resources: Role, Responsibilities, Average Estimated Time per Month. d. Vendor Resources: Role, Responsibilities, Average Estimated Time per Month. e. Process Improvement: approach to process improvement through implementation. The City’s preference is to modify processes where necessary to leverage best practices offered by the software. f. Change Management: tools and methodology. g. Data Conversion: tools, methodology, experience with conversions from SunGard NaviLine, recommendation for data to be converted. h. Environments available (production, test, training, etc.) i. Testing: configuration, technical, user acceptance, etc. j. Training: approach, resources available, documentation provided. k. Integration: approach, tools, experience. l. Post Go-Live Implementation Support.
<p>5. Support</p>	<p>Review support services offered and recommended including but not limited to:</p> <ol style="list-style-type: none"> a. System Administration – remote performance monitoring, tuning, loading of patches and version releases, etc. b. User Support – hours of service, average/guaranteed response time, ticketing system used, resources available, escalation process c. Support for 3rd Party Partner applications d. System Enhancements – approach to user enhancement requests e. User Protection Plan - e.g. source code held in Escrow f. Hosting or Cloud Services g. Online Training / Library resources h. User Groups and Conferences i. System Back-up, Redundancy, Disaster Recovery Services

Section	Description
6. Technology Overview	<p>Provide an overview of the system technology and future strategic direction. Include the following in the overview:</p> <ol style="list-style-type: none"> a. Options for technical architecture, e.g. hosted, on-premises, Software-as-a-Service (SaaS), cloud-based, and the reason for this approach b. Hardware specifications for the proposed solution c. Mobile hardware and operating system specifications d. Support for Service-Oriented Architecture e. Remote access capabilities, supported technologies and portal and portal plans f. How your solution supports remote technologies and encryption (VPN, synchronization, etc.) g. Escrow Agreements, etc. Address how Hayward’s ERP data would be delivered or provided to the City in the event that the relationship between the City and the provider is terminated (methodology, format of data, etc.) h. Languages, structures or frameworks used e.g. .NET architecture, SQL, etc. i. If hosted or SaaS describe where data resides. What are the City’s options to access or retain it in the long-term, and how does data backup and recovery occur? j. Explain the preferred approach for accessibility to legacy ERP data, e.g. conversion, migration, look-up tables, etc. k. Timing and frequency of software updates, e.g. scheduled release, automatic updates, etc. l. What is included in annual maintenance e.g. unlimited bug fixes, etc. m. Maintenance on enhancements or customizations. n. Define maintenance responsibilities – vendor and City for on-premises, SaaS, Hosted o. API’s offered and languages supported.
7. References	<p>Using the forms provided in Exhibit B provide five public sector customer references that are similar in size and project scope to the City. Three references shall be current customers and two references shall be past customers.</p>
8. Contract Performance	<p>Indicate if at any time during the past five years Vendor has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party and circumstances.</p>
9. RFP Exceptions	<p>Specifically identify exceptions to this RFP.</p>
10. City Contract Exceptions	<p>Provide comments or concerns or changes requested in the City’s Standard Contract:</p> <ol style="list-style-type: none"> a. A “Sample Services Contract” (Exhibit D) is attached for review by the vendor. b. Any portions of the sample contracts not identified as concerns by the vendor in the proposal are considered to be acceptable by the vendor.
11. Vendor Contract Samples	<p>Provide Vendor contract templates including sample Statement of Work, Perpetual Software License, SaaS License Agreement, 3rd Party Agreements, Maintenance, and Services Agreements, etc. for all applications and modules.</p>

SECTION 6 – REQUIREMENTS

This section includes the Permit system requirements. This document will become Section 2 of your RFP response. This is not a comprehensive list of all of the City’s requirements, but includes the key requirements that will be used to evaluate the proposals and will be incorporated into the signed contracts.

For each item a ranking has been provided indicating the importance to the City. Rankings used are R for Required, I for Important, N for Nice to Have or E for Explore. Software applications that are missing a significant number of required features and technology preferences may be eliminated from consideration.

Vendors must **provide a rating and a comment for every item**. If the requirement does not pertain to the proposal being submitted, enter “N/A”. The comment should include a **brief explanation** of how the item is supported. **Please do not modify the format, font, numbering, etc. of this section.** If a submitted RFP includes blank responses the document may be considered in violation and rejected. Use the following rating system to evaluate each requirement:

Rating	Definition
4	Standard and available in the current release. Software supports this requirement and can be implemented out of the box or with configuration at no additional cost. No source code modification is required.
3	Meet requirement with minor modification. Modification maintains application on upgrade path. Testing and production of modifications will be completed by implementation date. Include an estimate for the cost of the modification.
2	Available with 3rd party software application. Indicate name of the application recommended and number of installs jointly completed.
1	Does not meet requirement and requires substantial system modification. Indicate timing required and estimated cost of modification.
0	Not available. Software will not meet requirement.
F	Future Release. Requirement will be available in future release. Indicate anticipated release date: month and year.

Sample Response Format: Please use the format below when completing your response.

	General	Rating and Comment
R	1. Audit Trail with user, date, time stamp throughout all modules. Before/after values is Important.	4 System logs all transactions and stamps them with user, date, time and before/after values. A report can be generated to review audit history.

USE “REQUIREMENTS.DOCX” FILE IN THE RFP PACKAGE AND INCLUDE IN RFP RESPONSE AS A MS WORD DOCUMENT

R = Required
 I = Important
 N = Nice to have
 E = Explore

City of Hayward, CA

Community Services Requirements

	Vendor Background	Comments
	1. Company	
	▪ Company Name	
	▪ Contact Person Name and Title	
	▪ Contact Address, Phone, Email	
	2. Company Information	
	▪ Public vs. Private	
	▪ Year Founded	
	▪ Revenue and Income: Current and Prior Year	
	▪ Office Locations: Headquarters, Implementation, Support, Development	
	▪ Nearest regional office to Hayward, CA	
	▪ Website	
	3. Vendor Employee Count	
	▪ Company Total	
	▪ Proposed Software Division - Total	
	▪ Proposed Software Division - Support	
	▪ Proposed Software Division - Development	
	4. Number of Customers	
	▪ Proposed Software - Total	
	▪ Proposed Software - Total in US	
	▪ Proposed Software - Total in California	
	▪ Proposed Software - Total Cities	
	▪ Proposed Software - Total Cities in California	
	5. Target Customer Profile	
	▪ Target Industry	
	▪ Sizing - Users and Population	
	6. Implementation Model: Direct or Partner	
	7. Version Schedule	
	▪ Current version and release date	
	▪ Typical release schedule	
	▪ Number of prior versions supported	

Pricing Summary		Comments
8. Software License:		
	<ul style="list-style-type: none"> ▪ 120 Named and 20 Mobile Users. XX for electronic plan review. 	Indicate number of users for plan review
9. Implementation:	Estimated total cost of all services including installation, training, configuration, integration, data conversion, travel, etc.	
10. Maintenance:	Percent of software license cost and amount – Year 1 and Years 2-10	
11. Database:	License and maintenance costs	
12. Other:	Hosting, licensing, subscription, etc.	
13. Total Cost – Year 1		
14. Total Cost – 10 Years		
Modules		Comments
R	15. Permitting and Land Management	
R	16. Inspections	
R	17. Code Enforcement	
R	18. Queries and Reporting	
E	19. Business Licensing	
Technology		Comments and Rating
R	20. Preference for MS Windows Server 2012 R2 Platform.	
R	21. Preference for MS SQL Server 2012 R2 database.	
	<ul style="list-style-type: none"> ▪ Database: List % of installs by database. ▪ Platform: List % of installs by platform. 	
R	22. Ability to run on Virtual Machines, e.g. VMware.	
R	23. Web-enabled or Web-based architecture with published open API's.	
R	24. Compatible with Windows 7 or higher desktop client, 64-bit.	
R	25. Role-level security to menu, screen and field level.	
R	26. Single sign-on: MS Active Directory, LDAP compatible.	
R	27. Microsoft Office integration with Word and Excel (mail merge, letters, data extraction, reporting etc.).	
R	28. Interoperability with Office 365 and Outlook – email generation, calendaring, etc. Describe functions supported.	
N	29. Instant Messaging from desktop or dashboard.	
N	30. System-generated text messages.	
R	31. List integration technologies, e.g. Web Services, SOA, XML, etc.	
R	32. Indicate experience integrating with software listed and method proposed (Web Services, API preferred):	
R	a. Esri 10.4.1 Geodatabase	
I	b. PDF Editor – Electronic plan review	

R	c. Tele-Works IVR – Inspection requests	
R	d. MUNIS 10.5 – GL, AP, AR, Projects (moving to 11.2)	
E	e. Tyler Cashiering – Central cashiering	
R	f. MUNIS Payroll – import employee cost information for customer billings	
R	g. Accela GOV Outreach – Mobile Citizen app for Code Enforcement system	
E	h. Envision Connect – Compliance tracking solution for CERS System e.g. Hazmat code case initiation, inspection results, etc.	
R	33. Indicate degree of Esri GIS integration and compatibility/ experience with Esri’s Local Government Model for GIS data.	
R	34. Scan and attach documents to records in multiple formats including PDF, JPEG, TIF, DWG, Word, Excel, etc.	
R	35. Identify which Operating Systems and device types are supported for mobile access.	
R	36. Describe functions supported via mobile devices, e.g. approvals, inspection scheduling and resulting, Code Case entry, etc.	
I	37. Store and forward mobile data entry for areas with poor or no mobile network connectivity.	
I	38. Online Data Dictionary.	
E	39. Describe internal and external Web/Portal functions supported. Prefer ability to apply, estimate fees, make payment, schedule inspections, look up parcel data, check zoning, check Permit status and print simple Permit types or licenses.	
General Requirements		Comments and Rating
R	40. Configurable role-based dashboards to present reports, tasks, notifications, etc.	
R	41. Audit Trail with user, date, time stamp throughout all modules. Before/after history is Important.	
R	42. User configurable menus, screens, fields and tabs.	
R	43. Searchable online help and user manuals; context sensitive help is Important.	
I	44. Role-tailored screen forms by operational group.	
R	45. Rules-based multi-level workflow; concurrent, sequential, by Permit type, complaint type, etc. with ability to add an approver while in process.	
R	46. Digital signatures for reviews, approvals, etc.	
R	47. Rules-based alerts or notifications triggered by actions or dates, e.g. property ownership changes.	
R	48. Attach files to transactions within the system they relate to.	
R	49. Global record repository of data. Enter field data once, update across all records, modules, and departments.	

R	50. Track parcel genealogy including parent/child relationships, splits, merges, retired parcels, etc.	
R	51. Configurable forms tools to create electronic applications that can be routed for approval and update transactions.	
R	52. Compliance with State and Federal reporting requirements, e.g. Strong Motion Fee reports.	
I	53. Manage California Environmental Quality Act data (CEQA): filing date, level of review, contracted studies, notes, documents, deadlines, etc.	
E	54. Mural Art Program: City tracks Graffiti-prone areas for Art Mural program; contracts with artists and business owners for Mural placement. Some grant funded. Describe an approach for managing this program within the software.	
Permitting and Land Management		Comments and Rating
Land Records, Master File and Activity		
R	55. Tie a Parcel to an Assessor Parcel Number (APN).	
R	56. Capture parcel history including parcel changes, street name changes, subdivisions, zoning, etc.	
R	57. Capture Parcel Address, Sub-Lots, Legal Description (Plat), Property ID, Geo-parcel ID, Lat./Long coordinates, etc.	
I	58. Convert temporary address record to final address within the same record.	
R	59. Unlimited Permit categories, types and sub-types with unique fees for each, e.g. Building, Commercial, Residential, Fire, etc.	
R	60. Manage Tract Permits: Multiple Permits, same subdivision with different plan types, square footages, etc. Submitted 10 at a time. Would like ability to copy and clone multiple Permits in a single action.	
R	61. Calculate Base Building Permit fee based on tiered valuation, e.g. \$50,001 to \$100,000 at \$815.70 for first \$50,000 plus \$8.87 for each additional \$1,000 or fraction thereof up to \$100,000	
R	62. Add additional fees to Base Building Permit fee, e.g. add 80% for Plan Check Fee; 15% for electrical inspection fee, 12% for plumbing Inspection fee, and aggregate for total Permit fee.	
R	63. Calculate Tract Fees. Based on Project size threshold to determine Base Cost plus additional cost per each square foot. Example 6,500 Sq. Ft. = \$7,081 base, plus \$30 for each additional 100 sf. Or fraction thereof.	
R	64. Calculate non-valuation Permit fees, e.g. Plan Check hourly fee, Demolition – 0-3000 Sq. Ft. = \$374 plus \$174 for each additional 3,000 square feet, Kitchen Remodel \$359, etc.	
R	65. Date effective fee updates.	
R	66. Unlimited Permit line item charge codes with unique General Ledger distribution for each.	

R	67. Define Permitting activities or checklists including application intake; ensure all data is gathered and all steps followed for completion.	
R	68. Attach a Permit to a line, road, or polygon.	
R	69. Manage Pre-Application process; schedule meetings (Outlook), review committee comments and recommendations list for Permit application submittal, etc. Retain data and attach documents for historical purposes.	
R	70. Online Permit application submittal. Online fee estimator tool is Important.	
R	71. Initiate an activity in the system via parcel map.	
R	72. Track multiple contacts and addresses for a Permit (e.g. Applicant, Owner, Contractor, Architect, Electrician, etc.).	
R	73. Support electronic submission of plans and attach to a Permit application.	
R	74. Link related Permits.	
R	75. Produce required notification for specific Permit types based on polygon or buffer zone on map.	
R	76. Track and manage time elapsed for review process based on calendar days, business days or both. Stop clock if sent to applicant for correction and restart once resubmitted.	
R	77. Track, manage and report on Projects; all Permits and Activities.	
I	78. Track and report on Project status including milestones, hearing progress, due dates, legal notification dates, etc.	
I	79. Capture 256+ character Project description field in master file and related Permits.	
R	80. Capture Project contact management data and activities including calls, emails, attachments; property owner, applicant, contractor, sub-contractor, etc.	
I	81. Track Project change management and change history.	
Review		
I	82. Manage routing of Permit review to external parties.	
R	83. Define library of comments and conditions that can be selected and added to Permits, letters, notifications, etc. or allow freeform text.	
R	84. Large notes field for recording review comments (256+ characters) with ability to cut and paste from Word document. Indicate characters available.	
R	85. Dashboard view of reviews required by department.	
R	86. Notify of past-due workflow review; escalation to next level approver is Important.	
I	87. Date and time tracking for Permit processing and review activities; report on intervals for each step.	

I	88. Electronic Plan Review, with comments, markup and signature by multiple reviewers. Describe tool proposed.	
R	89. Capture and consolidate Permit review comments and approve/deny status by reviewer into a single notification.	
R	90. Charge staff review or inspection time at actual pay plus overhead, time and materials, or flat fee by department. Generate invoice to customer or apply against deposit or Plan Review fees. Ability to track hours by activity is Important.	
I	91. Support zoning review at time of Permit application.	
R	92. Online Permit review approval queue.	
R	93. Permit corrections or changes trigger workflow for all required approvers.	
I	94. Date effective Permits with expiration dates and ability to extend expiration date.	
I	95. Alert, notification or report when nearing Permit expiration date (e.g. within 30 days).	
R	96. Assess 1% fee to Permits for Seismic Retrofit Program, with separate General Ledger distribution; ability to pass to Accounts Payable for payment is Nice to Have.	
R	97. Disallow Permit printing if mandatory fields, fees, holds, or inspections are missing.	
I	98. Manage transactions related to Developer Deposits, e.g. initial deposit, Permits issued, etc.	
I	99. Track multiple Deposit accounts to a single developer. Apply draws against specific Permit case.	
Inspections		
R	100. Define multiple inspection types with sub-categories, hierarchies and checklists.	
R	101. Interface with IVR for applicant inspection requests (Tele-Works).	
R	102. Online applicant request for inspections in A.M. or P.M. or ability to schedule time on back-end; prefer both options.	
R	103. Support scheduling of inspections; prefer integration with MS Outlook Calendar, specific appointment times, etc.	
R	104. Set default inspector based on Permit type and assigned area; track assignment based on actual inspector, not assigned one.	
I	105. Reassign all inspections from one Inspector to another.	
I	106. Assign a combination of inspectors for Commercial Permits by type and area, e.g. Area 5 is assigned specific inspectors.	
I	107. Generate route map using Google Map interface.	
I	108. Create a packet of documents required for inspection, e.g. images, maps, grade plans, improvement plans, etc.	
R	109. Add an inspection while in process; not pre-defined.	
R	110. Mobile and in-office update of inspection results; pass/fail, correction notices, re-schedule, status, etc. iPhone preferred.	

I	111.Group all inspections for routing at a single site.	
N	112.Mass inspection resulting, e.g. development tract, all pass foundation inspection.	
N	113.Auto-generate Certificate of Occupancy once all inspections are finalized.	
I	114.Post inspection status on Web site or Portal in chronological order.	
I	115.Dropdown list to choose and populate correction notices with standard language, code descriptions, link to building code, etc.	
R	116.Issue Stop Work order in the field; generate a fee or send a notice. Pass to other department for action.	
I	117.Add photos to an inspection via mobile device.	
R	118.Trigger a new Permit or Inspection during resulting process of scheduled Inspection.	
I	119.Track and bill non-Permit related periodic annual inspections, e.g. Housing, Fire and HazMat staff. Alternatively push billing information into Tyler Munis.	
Code Enforcement		Comments and Rating
R	120.Unlimited user-defined code case types.	
R	121.Online citizen access to submit requests or complaints with mandatory fields. Generate acknowledgment email.	
R	122.Staff or citizen complaint submitted via a mobile device.	
I	123.Add new complaint information to an existing Code Case.	
R	124.Ability to keep specific field or tab of information confidential.	
R	125.Auto-assign Code Case number as complaints are received.	
R	126.Assign a priority to a Code Case; Low, Medium, High.	
I	127. Set up a Code Case involving multiple departments and/or external agencies.	
R	128.Schedule inspectors using a central calendar; Outlook preferred.	
R	129.Add attachments to Code Case; e.g. pictures, documents, email, etc.	
I	130.Drop-down list of corrective actions based on violation type.	
I	131.View entire code case file at a glance; single screen.	
R	132.System-generated letters based on pre-defined template (Courtesy Notice, Notice of Inspection, Progress Check, Notice to Abate, etc.) with list of violations, required corrective actions, key dates, etc.	
R	133.Designate who notices are sent to, e.g. property owner, property manager, tenant, all, or select individuals.	
I	134.Generate invoices based on Code Case information.	
N	135.Ability to print all or selected documents related to a case, e.g. photos, letters, inspection results, etc. in a single action.	

R	136. Issue and track Stop Work Orders related to a violation; alert or notify Building department.	
I	137. Issue and print citations in the field.	
I	138. Track Code cases through to resolution with visibility to where they are in the overall process, e.g. appeals, request for hearing, determination, Permit compliance, etc.	
I	139. Ability to visualize via google maps or GIS API active code cases by case type.	
R	140. Ability to create custom forms or letters as well as standardized forms and Notices.	
	141. Ability to track changes to case by active user, and ability to maintain case history in printable format to include major case components (i.e.: images, notes, violations, property owner information)	
Queries and Reporting		Comments
R	142. Describe end user reporting tools to support standard and ad hoc reporting.	
R	143. Describe user level query tools (i.e. wild card search, drop down lists, etc.) to facilitate look-up by parcel I.D., owner name, partial address, contractor name, project #, etc.	
R	144. Reporting across modules on all standard and user-defined fields.	
R	145. Date-range and parameter-based queries and reports.	
I	146. Ability to modify standard reports to create and save new ones that can be shared or kept private.	
R	147. Drill down to source transactions and attachments from queries and reports.	

SECTION 7 – TERMS AND CONDITIONS

City's Rights Reserved

The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. The lowest proposed cost, though a major consideration, will not be the sole criterion for recommending the contract award. The recommended selection of the evaluation committee is final and subject only to review and final approval by the Steering Committee and the City Council.

The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.

The City reserves the right to retain all accepted proposals, including proprietary documentation, regardless of which proposal is selected. No proposals will be returned to vendors.

The City reserves the right to request any supplementary information it deems necessary to evaluate proposer's experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the proposer.

The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.

The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises this RFP, all proposers will be notified in writing by the City.

The City reserves the right to revise the RFP prior to the date that proposals are due. The City will communicate changes through addendum to this RFP. All registered proposers will be notified of revisions to the RFP. The City reserves the right to extend the date by which the proposals are due.

The City reserves the right to split the award from this RFP between multiple proposals when such split award is determined to be in the best interests of the City.

The City reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the City. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review.

The City shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

If the successful proposer defaults, the City may award this RFP to the next best proposal and may recover the loss occasioned by the successful proposer against a surety bond, if any, or by suit against the successful proposer.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, are subject to public review.

Protest

Should any proposer question or protest the award of the contract, such question or protest must be furnished in writing to the Purchasing Manager within three (3) calendar days after the City notifies all proposers of its intent to award. Such submittal must fully explain the basis of the objection supported by all relevant information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

Rejection of proposals

The City reserves the right to accept or reject any and all proposals or any portion or combination thereof, or award on the basis of the total bid. The City of Hayward reserves the right to reject any and all proposals, or to waive any informality or non- substantial irregularity in any bid.

Governing Law and Venue

In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.

Transfer of Interest

No interest in the contract shall be transferred to any other party without permission of the city.

Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall secure the payment of compensation to his employees. Consultant hereby acknowledges the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract documents."

The Consultant shall take out and maintain during the life of the contract, Statutory Worker's Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out occurrences on the work.

Proof of Carriage of Insurance

The consultant shall take out and maintain during the life of the Agreement all the insurance required by this section and shall annually submit certificates for review and approval by the City. Acceptance of the

certificates shall not relieve the consultant of any of the insurance requirements, and shall not decrease the liability of the consultant. The City reserves the right to require the consultant to provide insurance policies for review by the City.

Consultant shall not commence work nor shall consultant allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the City. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Consultant shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including but not limited to loss, theft, fire, property damage, and glass breakage.

Loss or Damage

The Consultant shall take and assume all responsibility for the work. The Consultant shall bear all losses and damages which may occur to said work or any part or portion thereof and in connection therewith to persons and/or property, and shall fully indemnify the City from and against the same.

The Consultant, subject to the limitations of Civil Code Section 2782, shall assume the defense of and indemnify and save harmless the City, officers and employees from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Consultant, or any Subcontractors or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Consultant or any Subcontractors, or anyone directly or indirectly employed by either of them or arising in any way from the work called for by this contract, or any part of the premises.

Indemnification

The consultant has the entire responsibility for any and all injury to the public and to individuals. The consultant expressly agrees to indemnify, defend and hold the City, its City Council, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of consultant's operation or performance under this Agreement.

Non Appropriation of Funds

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the City fails to appropriate or allocate funds for future payments under the Agreement, City of Hayward will not be obligated to make any payments remaining unpaid beyond the fiscal period for

which funds have been appropriate or allocated and either party hereto may terminate the Agreement as provided.

Termination

This Agreement may be terminated by City or Consultant at any time upon thirty (30) days written notice. In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination, provided, however, that City may condition payment of such compensation upon delivery to the City by Consultant of any and all documents and materials prepared pursuant to this Agreement.

Failure to Perform

The City of Hayward, upon written notice to the Consultant, may immediately terminate this Contract should the Consultant fail to perform properly any of its obligations hereunder. In the event of such termination, the City may proceed with the work in any reasonable manner it chooses. The cost to the City of completing the Consultant's performance shall be deducted from any sum due to the Consultant under this Contract, without prejudice to the City's rights to recover damages.

Successful bidder not an agent of the City of Hayward

The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

Public records

All responses to this RFP will become the property of the City. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

Attorney's fees

In the event suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

EXHIBITS

Exhibit A	Pricing Summary
Exhibit B	Customer References
Exhibit C	Insurance Requirements
Exhibit D	Sample City Contract

Exhibit B
Section 7 - Customer References – Existing Customers

Item	Vendor Response
Client Reference No. 1 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the City)	
Client Reference No. 2 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the City)	
Client Reference No. 3 - Existing	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Vendor's rationale for including the specific reference (e.g., similar in size to the City)	

Exhibit B

Customer References – Prior Customers

Item	Vendor Response
Client Reference No. 1 - Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products, Modules, Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Basis for Which Reference is No Longer a Client of Vendor	
Client Reference No. 2 - Prior	
Name	
Number of Employees	
Population	
Contact Name	
Contact Title	
Contact Telephone Number	
Contact E-mail Address	
Products / Services Provided by Vendor	
First Date of Business Relationship with Vendor	
Go Live Date	
Basis for Which Reference is No Longer a Client of Vendor	

Exhibit C

Insurance Requirements

Commercial General and Automobile Liability Insurance

The Consultant shall take out and maintain in the name of the Consultant and as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Consultant, the City, and its officials, officers, directors, employees and agents from claims which may arise from operations under this contract, whether such operations be by the Consultant, by the City, its officials, officers, directors, employees and agents, any subcontractors or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Form Number CA0001 (Ed.1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include but not limited to protection against claims arising from bodily and personal injury and damage to property, resulting from the Consultant's or subconsultant's operations, including the use of owned or non-owned automobiles, products and completed operations. The amounts of insurance shall not be less than the following:

- 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.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability Insurance: \$1,000,000 per occurrence.

The following endorsements must be attached to the policy:

- *The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.*
- If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence".
- The policy must cover Personal Injury as well as Bodily Injury.
- The policy must cover complete contractual liability. Exclusions of contractual liability. Exclusions of contractual liability as to bodily injuries, personal properties and property damages. **MUST BE ELIMINATED** from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.
- Broad form property damage liability must be afforded. Permission is granted for deductible, which shall not exceed \$10,000 without special approval of the City.
- A certificate shall be provided which states that the coverage is **PRIMARY INSURANCE** and that no other insurance affected by the City will be called upon to contribute to a loss under this coverage.
- The policy must include a cross liability or severability of interest clause.

- Any failure of the Consultant to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.
- Notice of Cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least thirty (30) days prior written notice by certified mail.
- Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A:XI
- The policy covers use of Non-owned Autos;

Should any insurance policy be materially changed before final completion of the work, and the Consultant fail to procure other insurance as herein required, immediately, the City may procure such insurance and deduct the cost thereof from any amounts due to the Consultant.

Insurance is to be placed with insurers acceptable to the City of Hayward's Legal Department.

Exhibit D

Sample Services Contract



City of Hayward
Standard Agreement.