

REQUEST FOR PROPOSALS
Electronic Permitting and Plan Review System
RFP: 14DSD041614

INTRODUCTION

The City of Maricopa will accept competitive sealed proposals for an Electronic Permitting and Plan Review System at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with “RFP –14DSD041614 Electronic Permitting and Plan Review” and the Offeror’s name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal.

Pre-submittal Meeting:	None.
Proposal Due Date:	June 18, 2014
Proposal Time:	2:00:00 PM Arizona time
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Pattie LaCombe, Purchasing Manager
E-Mail:	patricia.lacombe@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION	
For clarification of this offer contact:	
Name: _____	Email: _____
Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
Company Name _____	Printed Name _____
Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile), Mailgram or electronic proposals will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request for Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request for Proposal* shall be directed in writing or via e-mail **no later than five (5) calendar days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* ID, page, and paragraph number. However, the Offeror shall not place the *Request for Proposal* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Proposal* due date and time.

3. **PRE-SUBMITTAL MEETING:** None.

4. **DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager or designee by 2:00:00 pm on June 18, 2014, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or Mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or included with the proposal.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

8. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request for Proposal*, The City expressly reserves the right to:
 - 6 Waive any immaterial defect or informality: or
 - 7 Reject any or all proposals, or portions thereof, or
 - 8 Reissue a Request For Proposal
 - 9 Award based on Best Value
 - 10 Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

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STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
 - b. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
 - c. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.
- The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.
- The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- d. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
 - e. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RFP. In the event of a conflict in

language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

- f. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.
- g. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
- h. **Subcontracts:** the Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- i. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents.
- j. **Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- k. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures

or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

- l. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- m. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
- n. **Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- o. **Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
 - a. Waive the non-conformance
 - b. Stop the work immediately
 - c. Bring material into compliance

This shall be accomplished by a written determination for the City.

- p. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
 - q. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
 - r. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
 - s. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
 - t. **Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
 - u. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
 - v. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
 - w. **Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
24. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
25. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The

CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

- 25.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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SPECIAL TERMS AND CONDITIONS

PURPOSE:

The City of Maricopa intends to establish a contract for the purchase of and implementation of an Electronic Permitting and Plan Review System. The products and services required are detailed in this RFP.

Based on an evaluation of the Proposals and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm until project is completed.

1. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
3. **Term of Contract:** The term of any resultant contract shall commence upon the issuance of a Contract awarded by the City of Maricopa City Council and shall continue until the project is completed, unless terminated, cancelled, or extended as otherwise provided herein. At the discretion of the City of Maricopa, there may be an option for renewal. Renewals shall be accomplished through the issuance of subsequent purchase order and signed contract renewal.
4. **Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) bound copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP. Failure to comply with the format or to submit incomplete information will be grounds for disqualification and will be strictly enforced.*
5. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. **PRICES SHALL NOT BE READ.** After award of the contract, the successful proposal and the evaluation documentation shall be open for public inspection.
7. **Evaluation:** In order to facilitate a timely evaluation of offers submitted, the City of Maricopa shall evaluate proposals based upon the following criteria listed below in relative order of importance.

The City will evaluate all proposals deemed responsive to this request by a committee selected by the City of Maricopa. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent. Following the evaluation committee's analysis of the written proposals and discussions, the responses will be ranked to establish the five (5) highest scored responses. Up to three (3) will be asked to provide on-site demonstrations. Discussions and negotiations may take place with the short list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

- A. Quality, clarity and responsiveness of proposal in conformance with instructions, conditions and format contained herein (possible points 300)
- B. Cost and quality of software / implementation services (possible points 200).
- C. Functional/Technical requirements (possible points 150).
- D. Installation, implementation and training plan (possible points 150).
- E. Anticipated proposed time line for implementation (possible points 100).
- F. Demonstrated performance of proposed system elsewhere in the public sector; system maintenance, updating and ongoing technical support (possible points 100).

The intention of the City of Maricopa is to procure a functionally complete cost effective integrated system.

***Note:** References and current work history are part of the evaluation process and will be confirmed. Negative responses MAY be a basis for disqualification, at the discretion of the City of Maricopa.

8. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
9. **Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.

10. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
11. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror following award.
12. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.
13. **Liquidated Damages:** Liquidated damages shall be in the amount of \$50.00 for each calendar day of delay.
 - a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
 - b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
 - c. The City will issue written notice to Company for acting or failing to act as in any of the following:
 - i. The Company fails to adequately perform the services set forth herein;
 - ii. The Company fails to complete the work required within the time required;
 - iii. The Company fails to make progress in the performance of this Agreement and/or gives the City reason to believe that the Company will not or cannot perform the requirements herein. Upon receipt of the written notice of concern, the Company shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Company to adequately address all issues of concern may result in the City restoring to any single or combination of the following remedies:
 - a. Cancellation of this Agreement
 - b. Collection of liquidated damages at the rate of \$50.00 per day which shall be collected by reducing the monthly compensation due to the Company;
 - c. Reserve all rights or claims to damage for breach of any covenants of this Agreement;
 - d. In case of default, the City reserves the right to complete the required work. The City may recover any actual excess costs from the Company by deduction from an unpaid balance or any other remedies as provided by law.
 - d. The City's right of termination for cause as set forth herein shall be in addition to, and not a limitation of any and all other remedies available to City at law, equity, or under the terms and provisions of this Agreement. In the event of termination for cause, City shall not be liable to Company for any amount and Company shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.
14. **Insurance:**

The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

- 14.1 Prior to City's execution of a contract and prior to Company's commencement of the services, Company shall furnish certificates of insurance and required endorsements from each insurance carrier certifying that policies of insurance have been issued to Company in at least the amounts specified herein. The form of the certificates of insurance and endorsements shall be subject to the approval of the City of Maricopa City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to:

City of Maricopa

P.O. Box 610

Maricopa, AZ 85139

Each certificate of insurance and endorsement shall provide that in the event of anticipated expiration or proposed cancellation of the insurance policy for any reason whatsoever, the insurance carrier shall notify the City Attorney not less than thirty (30) days before the expiration or cancellation is effective.

Company shall also cause any other professional consulting firm that is retained by Company to perform sub company work under this Agreement and to obtain and maintain comparable insurance unless covered by Company's insurance.

All insurance policies shall contain the following provisions and coverage:

Workers' Compensation Insurance

This insurance shall be in accordance with the requirements of Arizona Revised Statutes Annotated (A.R.S.) §23-900 *et seq.* for all employees of Company. By execution of this Agreement, Company certifies as follows:

"I am aware and understand the provisions of A.R.S. §23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Company has no employees for which workers' compensation insurance is required, Company shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Company employs any employees subject to coverage.

General Liability Insurance: All liability insurance shall cover comprehensive general and automobile liability for both bodily injury, including death, and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

A combined single-limit policy with aggregate limits in the amount of \$5,000,000 and an underinsured/uninsured policy with aggregate limits in the amount of \$300,000.

Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Maricopa, Arizona, it is agreed that the City of Maricopa, Arizona, and their respective officers, employees, and contractors are added as additional insured under this policy.”

15. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor.
16. **Bonds:** Not Applicable.
17. **Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
 1. The contractor provides material that does not meet the specifications of the contract;
 2. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 3. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 4. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- Cancel any contract;
- Reserve all rights or claims to damage for breach of any covenants of the contract;
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-

compliance with the specifications, the actual expense of testing shall be borne by the contractor;

- In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
 - Deduction from an unpaid balance;
 - Collection against the bid and/or performance bond, or;
 - Any combination of the above or any other remedies as provided by law.

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SCOPE OF SERVICES

PURPOSE:

The City of Maricopa is seeking a “Software as a Service (SaaS)” cloud based solution to facilitate Electronic Permitting and Plan Review for its Development Services department. The system shall serve as either a replacement for, or work in conjunction with the City’s current MUNIS permitting module as provided by Tyler Technologies. Due to limited budget constraints, this project needs to be completed at a cost Not to Exceed (NTE) \$50,000. This estimate reflects the initial startup costs including but not limited to project management, systems design, systems configuration, data conversion and migration, data extraction (to the MUNIS ERP), systems testing, user documentation development and training - as well as the first year subscription or maintenance fee.

Based on an evaluation of the Proposals and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm until project is completed.

A. BACKGROUND

City of Maricopa is located in Pinal County, 20 miles south of Phoenix. The City operates under the Council/Manager form of government. Management of the City is responsible for establishing and maintaining an internal control structure which is designed to ensure that adequate tracking of permitting and plan review records. As a recipient of federal, state and county financial assistance, the City also is responsible for ensuring that an adequate internal control system is in place to assure compliance with applicable laws and regulations related to these programs.

The vendor must establish and implement a training program to teach the skills and knowledge necessary to effectively use the technology being proposed. The vendor will also be required to provide ongoing technical support and documentation to implement system updates as they become available, and to assist in the process of technological migration and organizational changes involved in moving to a distributed computing environment in which end users will have direct access to and control of those portions of the System necessary for the performance of their jobs.

DATA IMPORT/EXPORT FACILITY: The system must permit the import and export of information to and from other systems, e.g., the City’s currently implemented financial, permitting, and plan review systems, and must integrate with other desktop and server applications such as Microsoft Access, Microsoft Excel, query and reporting tools, and electronic mail. In addition, tools must be available which provide decision support capabilities such as the ability to select a subset and/or summary database from the production database.

I. SCOPE OF SERVICES

- A. Ability to accept, review, issue, and inspect a variety of permits, documents, and applications, including but not limited to:
- Building
 - Land use
 - Engineering

- Business license
- Fire
- Public works
- Special events

With support for information collection for the full, end-to-end range of the permit life cycle, including:

- Pre-application processes and conferences
- Code interpretations
- Design review
- Peer review
- Exemption and exception requests
- Fee payment
- Permit application
- Screening for completeness
- Document acceptance
- Routing, review and re-submittal
- Public notice
- Public comment
- Appeal of decisions
- Conditions of approval (and inheritance)
- “Time in possession” tracking
- Covenant and document recording
- Permit issuance
- Permit inspection
- Inspection monitoring
- Special Inspection programs
- Bonds and insurance
- Post-issuance submittals (revisions, shop drawings)
- Permit relationship management
- Certificate of Occupancy
- On-going performance monitoring
- Permit close out
- Handling of any exceptions to start-to-finish process flows (such as cancellation and expiration);

B. Ability to manage end-to-end code enforcement processes, including:

- Complaint lodging
- Case assignment
- Investigation inspections
- Issuance of citations and other enforcement documents
- Director’s Review
- Appeals
- Variances
- Hearing Examiner processes
- Referral for legal action
- Case resolution

- Exception process
- C. Support a variety of periodic and ongoing inspection programs, this may include:
- Object registration
 - Site and object attributes
 - Licensing
 - Operator certification
 - Periodic recurring billing
 - Inspection scheduling
 - Inspection performance (by both City and non-City staff)
 - Inspection auditing (for non-City inspections)
 - Renewal and closure processes
- D. Support for employee resource management, including:
- Tracking employee labor effort
 - Employee assignment and utilization
 - Management reporting and performance to goals
 - Full support for industry-standard reporting
 - Querying tools
 - Robust ad hoc reporting tools
- E. Support for auditable financial tracking, including:
- Handling all Department cash transactions
 - Escrow account management
 - Billing process management tools
 - Complete records for tracing and reconciliation tasks
- F. Ability to manage a variety of licensing programs (for both individuals and objects or installations,) including:
- Testing and test management
 - Requirements management/satisfaction
 - License issuance and renewal and close out
- G. Additional requirements to include but not limited to:
- User-friendly, web-based design that can track user activity and accept electronic signatures
 - Systems for internal and external users to create accounts with multiple security levels and possess the ability to notify users via email of changes or the status of permits
 - Capacity to handle copies, prints, photos, and plans, as well as process fees on-line
 - Capability to track internal and external process changes and user actions
 - Ability to implement custom workflows by permit type/group and to generate appropriate reports
 - Ability to host a multi-tenant client structure on a single database; and support appropriate associated/peripheral technology, including mobile technology/applications

With our current system, we have suffered from an inability to create true integrations, with traceable relationships and maintainable interfaces. Our replacement will have excellent integration software using industry-standard approaches (such as web services and published APIs). Areas where we plan to integrate include:

- Electronic plan submittal
- Electronic plan review/markup
- GIS application and geo-spatial data
- Public-facing services offered on the internet (such as online permit application and issuance, fee payment, inspection requests, notification subscription features, and customer-created personal portals)
- Support for internal mobile applications (for field personnel)
- Support for external mobile applications (for customers using mobile devices)

Additional Requirements:

- Personalized dashboard view of current work assignments and due dates
- Tools for staff to estimate work effort per project, and supervisors to make assignments, set completion targets, and monitor review progress
- Quality and design features that utilize software industry standards and non-proprietary languages, allow code re-use, and enable lower maintenance costs
- Monitoring/alert tools to support efficient plan movement and routing
- Inspection support tools to view daily assignments (list or map), balance workloads, link to related relevant documents, and enter inspection results in the field
- Tool to merge duplicate Contact records while maintaining data integrity of associated permit and other records

II. Expanded Capabilities Needed Include

- Robust tools for building, address, and property information management. Our practice to date has been to capture and manage information related to permit or case actions, but generally not beyond. With our new system, we plan to expand to have a City-wide focus, with information tracking and management for addresses, development site parcels, and building inventory records on a City-wide basis
- Calendaring system for workgroups to manage their internal schedules
- In-person interactions with the public
- Tool to manage inter-Departmental application prerequisites, set specific requirements per project, and track progress toward completion
- Tool to maintain records of early contacts with applicants, including notes about conferences and coaching sessions, logging of questions asked and answers received, and tracking for exception/exception processes that are resolved prior to formal permit application
- Electronic interactions with the public
- Manage a Knowledge Base for internal query to support public questions regarding the Land Use and Building codes (submitted electronically). Responses can be template-based, from the Knowledge Base
- Accept new applications and electronic plans and documents for review, and manage subsequent routing, review, mark up, and approvals
- Maintain public notice processes and “publish” public notice for Land Use permits on the web
- Provide automated correction letter capability from multiple personnel

III. Adjunct Functionality

- System to manage issuance, renewal, and expiration of trade licenses (including license testing functions)
- System to track registration, inspection and billing of installations with required regular periodic inspections (such as annual inspection of elevator) by City and non-City inspectors
- Has a workflow engine where jurisdiction can configure their own business processes; supports basic workflow features including sequential and parallel steps, recognition of events to trigger further actions, and branching/decision logic based on the data involved and on the user performing the action
- Provides industry standard Application Programming Interfaces (API), adapter development kits, or similar enterprise application integration (EAI) tools to facilitate transmission and exchanges
- Ability to call and use results from external services or APIs as part of workflow in the permitting system
- Public-facing web interfaces must support at least these major web browsers: Google Chrome (latest), Mozilla Firefox (latest), and Microsoft Internet Explorer (8+)
- Public-facing interfaces must comply with the City's Privacy Policy – no personally identifiable information should be collected unless volunteered by the user in an email or survey response. Only standard traffic-tracking data such as IP Address and browser/device information will be collected
- If any installations or configurations are required on staff desktop or tablet computers to support this software, such installation or configuration must be compatible with management through Microsoft Configuration Manager 2007+, which is the standard for personal computer management
- Ability to add additional document reviews and approvals (job applications, special events)

IV. Provides Functionality and Interfaces for the Public to Accomplish the following operations

- View all details and current status of any permit or complaint when searching by project number or address
- Ability to create an online account and track current status and activity of all their permits and applications in one place
- Start a new project online
- Submit their full permit application and all related documents online
- Be notified of completion of review and corrections requirements
- Submit electronic corrections and revision requests
- Pay permit and license fees online with a credit card and/or an advance deposit account
- Schedule inspections online
- Ability to process multiple record types and track process steps, fees, reviews, inspections, and specialized data for each
- Ability to provide a public-facing portal for applicant/public to view permit information and status, initiate actions, and make submittals online

V. Migration from Present System

The system must be able to utilize accumulated data from the systems currently in place. The migration path from the existing systems must include any necessary modifications to

currently existing systems which are not being supplanted by the new system as well as any necessary data conversion and importation from current systems to provide historical views for the last four to five years.

VI. Documentation

Specific elements of documentation which must be available with the system include operations and technical manuals (both on-line and hard copy), data element dictionary and context-sensitive on-line help text with customizable help screens.

VII. Ongoing Training and Support

The vendor will be responsible for providing ongoing user and technical support for a period of three or more years in a variety of areas including, but not necessarily limited to, training users on the initial implementation, installing and configuring product updates as they become available, assistance in building and maintaining the structure of codes, fees, and permit types, and in helping to design a documented paper workflow system which best complements the electronic workflow processes made possible by the new system. Any upgrades or enhancements must include user training.

1. On-going technical training shall be included for IT personnel during implementation of the original system and any subsequent upgrades or enhancements.

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PROPOSAL FORMAT AND REQUIRED RESPONSES

A total of one (1) unbound original document (label original) and five (5) bound copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. The requirements response section of the proposal shall be submitted in hard-copy as part of the submitted document. Expensive bindings, color displays, promotional material, etc., are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Letter of Transmittal (Limit to one page):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the scope of work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
3. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
4. **Executive Summary:** This part of the response to the RFP should be limited to a brief narrative (maximum 2 pages) highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.
5. **Firm Overview and Management Overview (Excluding attachments, limit to four pages):** Vendors must provide the following information about their company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. City, at its option, may require a vendor to provide additional support and / or clarify requested information.
 - a. The vendor should outline the company's background, including:
 - i. How long the company has been in business
 - ii. A brief description of the company size and organization

- iii. Number of public sector installs, size of each (number of users). Provide details and contract information for five (5) current customers (public sector customer with a population of 50,000+ for comparison to this proposed project/implementation.
 - iv. Percentage of clients that are in the public sector.
 - v. Most recent audited financial statement for the software vendor and the software implementer (e.g., annual sales, profitability, etc).
- b. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
- c. Organizational Chart is to be included.

6. Proposed Application Software and Computing Environment:

The vendor must present, in detail, features and capabilities of the proposed application software. In addition, the following information should be included:

- a. Hardware Environment: Describe the hardware environment required to utilize the proposed SaaS.
- b. List the operating system software support products required to support the recommended computing environment. List any additional vendor software products required to support your proposed application software/service.
- c. The vendor must maintain compatibility and functionality without additional charge for products/features/interfaces under this contract as Microsoft releases new Windows business/government operating systems (OS) and web browsers, such as Windows 8 and Internet Explorer 9. Compatibility and functionality compliance must be obtained and delivered within one year after Microsoft releases a newer Windows desktop OS or Internet Explorer version to market.
- d. The system must function on the City's network connected to workstations and mobile devices - and on mobile devices disconnected from the City Network. All modules must aggregate data back to the cloud environment when the mobile device is in a disconnected mode and will synchronize with the cloud system when reconnected. The system must support multiple users working on different elements of the same permit or plan review without overwriting data. Elements of the permit or plan review may be entered online, offline, or a combination of both, without data loss or conflicts.

7. Database Software:

Provide a description of the database utilized by the proposed integrated Permitting and Plan Review system. List any fourth generation features utilized in constructing the proposed system and any additional required or optional end-user productivity tools.

8. Third-Party Products/Optional Software:

Vendor should explicitly state the name of any third-party products that are part of the proposed solution to the City's list of requirements. For each third-party product, there should be a statement about whether vendor's contract would encompass the third-party product and/or whether the City would have to contract on its own for the product. Include a description of products, features or other value added components available for use with

the proposed Permitting and Plan Review system that have not been specifically requested in this RFP. Consideration of these products, features, or other value added components will be given where these may be of value to the City.

9. System Security:

The vendor should include a detailed description of the proposed system’s security features.

10. Response to General Requirements:

The vendor must provide narrative responses to each of the evaluation criteria in the Special Terms and Conditions, page 10, Item #7.

11. Implementation Support and Training:

The vendor must provide a detailed plan for implementing the proposed system and for providing training and ongoing support. This information must include but is not limited to:

- 1.1 Project organization chart
- 1.2 Detailed implementation methodology
- 1.3 Conversion support
- 1.4 Overview of proposed training, including options for on-site or training center services, end users and data processing personnel
- 1.5 Implementation and training plan, including estimated time-frame and deliverables for each stage of the project
- 1.6 Expected number of City FTE hours required at different stages/modules of the implementation process and for ongoing support
- 1.7 Level of expertise required of City staff for conversion and implementation, report writer, database and other system component maintenance, and for implementation and maintenance of any relevant hardware and software
- 1.8 Resumes and detailed related trainer expense requirements

12. Maintenance Program:

Specify the nature of any post-implementation support provided by the vendor including:

- 1.1 Telephone support to include toll-free support hotline; hours of operation; availability of a 24 x 7 hotline etc.
- 1.2 Special plans defining “levels” of customer support (e.g., gold, silver, etc.)
- 1.3 Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module
- 1.4 Availability of user groups
- 1.5 Problem reporting and resolution procedures
- 1.6 Other support (e.g., on-site, remote dial-in, Website access to patches, fixes and knowledge base

13. Vendor Questionnaire

Please complete the attached Vendor Questionnaire (Attachment B) and return it with your submittal.

14. Client References:

Vendors should provide at least five (5) client references (Attachment D) which are similar in size and complexity to the City of Maricopa, and have utilized the proposed system in a comparable computing environment. Submit references for fully completed installations to the extent possible. List the “breadth” of the software solution (e.g., Permitting, Plan Review, Licenses, etc.). Information should include at the minimum: date of installation, length of implementation, name of client reference, name of agency’s project manager, jurisdiction, address, telephone, and fax numbers. At least two (2) clients referenced should be located on the west coast of the US with Arizona being preferred.

15. Disclosures of Conflict of Interest (Limit to one page):

The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

16. Substitute W-9 Form:

Complete and return the attached City of Maricopa Substitute W-9 form (Attachment C).

17. Bonds – Not Applicable

18. Amendment of Proposal:

In the event there is an Amendment to the Proposal posted on the City website, receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or included with the proposal.

19. Proposed Fees/Compensation (Limit to two pages):

Complete one (1) Cost sheet (Attachment A) for all of the proposals that your firm wishes to bid (Attachment A).

20. Pre-Submittal Meeting:

None.

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VENDORS SUBMITTAL CHECK-OFF FORM

The information set forth below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

- _____ Offer Sheet **Signed**
- _____ 1 Unbound Original and 5 bound copies
- _____ Letter of Transmittal
- _____ Table of Contents
- _____ Firm Overview and Management Overview
- _____ Database Software addressed
- _____ Third-party Products/Optional Software addressed
- _____ System Security addressed
- _____ Evaluation Criteria addressed
- _____ Functional/Technical Requirements addressed
- _____ Implementation Support and Training detailed
- _____ On-going Training and Support detailed
- _____ Migration to Present System detailed
- _____ Maintenance Program detailed
- _____ Experience of Implementation Staff and On-going Support
- _____ Qualifications, Experience and Competence of entire team
- _____ References provided
- _____ Disclosures of Conflict of Interest
- _____ Substitute W -9 Form, completed and **signed**
- _____ Proposed Fees/Compensation
- _____ Organization Chart
- _____ Amendment included and **signed**

SOLICITATION AMENDMENT No.1:
RFP 14DSD041614
Electronic Permitting and Plan Review System

An **original** signed copy of this amendment shall be received by the City of Maricopa Purchasing Office with your offer or prior to the Solicitation due date and time. This Solicitation is amended as follows:

1. Offer Sheet (page 1 of solicitation)

Proposal due date has been extended to June 30, 2014.

2. Instructions to Offeror

a. Item # 4 Due Date and Time: should read as follows:

“Offerors must submit proposal to the City’s Purchasing Manager or designee by 2:00:00 pm on June 30, 2014, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

<p>Offeror hereby acknowledges receipt and understanding of the above amendment.</p> <p>_____</p> <p>Signature Date</p> <p>_____</p> <p style="text-align: center;">Typed Name and Title</p> <p>_____</p> <p style="text-align: center;">Company Name</p> <p>_____</p> <p style="text-align: center;">Address</p> <p>_____</p> <p>City State Zip</p>	<p>The above referenced Solicitation Amendment is hereby executed this eleventh day of June, 2014, at Maricopa, Arizona.</p> <p>_____</p> <p>Patricia A. LaCombe, CPPB Purchasing Manager City of Maricopa, AZ</p>
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