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**CITY OF FRESNO, CALIFORNIA**

**REQUEST FOR PROPOSAL  
FOR**

**Enterprise Land Management System  
Software and Implementation Services**

**RFP Number 9346**

**Issue Date September 9, 2015**

**Proposal Due Date September 28, 2015, 5 PM**

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# 1 Contents

<b>1.0 City Overview and Project Purpose</b> .....	<b>1</b>
1.1 Project Scope .....	2
1.2 Project Drivers .....	2
<b>2.0 RFP Process and Contracting Requirements</b> .....	<b>5</b>
2.1 RFP Schedule of Events .....	6
2.2 RFP Coordinator .....	6
2.3 Proposal Preparation Costs .....	7
2.4 RFP Amendment and Cancellation .....	7
2.5 Questions Pertaining to the RFP .....	7
2.6 Letter of Intent to Propose .....	7
2.7 Proposal Submittal .....	8
2.8 Proposal Evaluation .....	9
2.9 Public Records Law .....	9
2.10 Contracting Requirements .....	10
<b>3.0 Organizational Charts, Metrics, Interface Requirements and Technical Standards</b> .....	<b>13</b>
3.1 Development and Resource Management (DARM) Department .....	13
3.2 DARM Planning Division .....	14
3.3 DARM Building and Safety Services Division .....	14
3.4 DARM Code Enforcement Division .....	15
3.5 Public Works Department .....	15
3.6 Fire Department .....	16
3.7 Information Services Department .....	16
3.8 Fresno Metrics .....	16
3.9 Key Operational Volumes .....	17
3.10 System Interface Requirements .....	17
3.11 Current Technical Environment .....	18
<b>4.0 New System Objectives and Land Management Support Organizations</b> .....	<b>19</b>
4.1 General System Characteristics .....	19
4.2 Development Review Committee (DRC) Meetings .....	20
4.3 DARM Planning Division .....	21
4.4 Planning Commission and City Council Meetings .....	21
4.5 DARM Building and Safety Division .....	21
4.6 DARM Code Enforcement Division .....	22
4.7 Fire Department .....	23
4.8 Cashiering .....	24
4.9 Fee Calculation .....	24
4.10 Reporting .....	25

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<b>Appendix A – Permit Types .....</b>	<b>26</b>
<b>Appendix B – Reports.....</b>	<b>33</b>
<b>Appendix C – Planning Division Routing.....</b>	<b>34</b>
<b>Appendix D – Consultant Services Agreement .....</b>	<b>35</b>
<b>5.0 Vendor Response .....</b>	<b>53</b>
Section 1. Company Background .....	55
Section 2. Company Qualifications .....	57
Section 3. References.....	58
Section 4. Response Requirements Template .....	63
Section 5. Implementation Approach .....	97
Section 6. Other Response Requirements .....	99
Section 7. Pricing.....	101
Section 8. Additional Information.....	109

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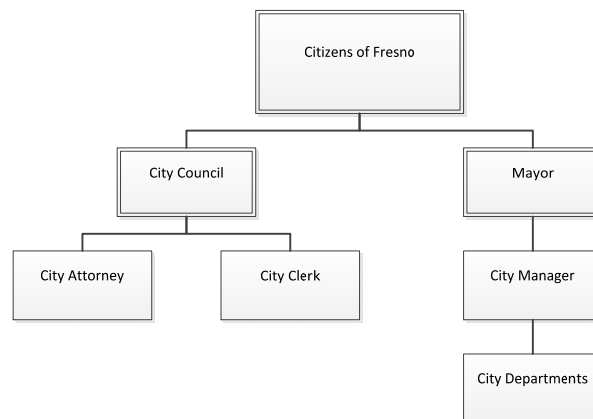
## 1.0 City Overview and Project Purpose

Fresno is the county seat of Fresno County, California and is the economic and cultural hub of the Central San Joaquin Valley, a metropolitan region with more than 515,609 residents in the City proper, and over 1 million in Fresno County. As of the most recent data in 2014, the population estimate continues to reflect Fresno as the fifth largest city in California, the largest inland city in California and the 34<sup>th</sup> largest in the nation. Fresno is located in the center of the San Joaquin Valley of Central California, approximately 200 miles north of Los Angeles and 170 miles south of the state capitol, Sacramento.

Fresno is a “Strong Mayor” City, in which the Mayor serves as the top-level executive for the organization. The Mayor is responsible for hiring the City Manager, producing the City budget, proposing legislation to City Council, and ensuring the public is kept informed of important issues within the community.

Seven Councilmembers are elected by district to four-year overlapping terms. The Mayor is elected at large, does not serve on the Council, but has veto power over certain actions taken by Council. The Council appoints the City Attorney and the City Clerk.

The City organizational chart is presented below.



**Figure 1 – City Organization Chart**

The City provides a full range of services to the community including fire, police, public transportation, parks and recreation, public utilities and public works. In addition, the City has the Fresno Yosemite International Airport, the Fresno Chandler Executive Airport and Fresno Convention and Entertainment Center.

The Mayor has launched a major initiative, the “Business Friendly Fresno Task Force” promoting business growth and private investment in Fresno by conducting a thorough examination of existing interdepartmental development processes, improving customer outcomes, and benchmarking with other cities’ competitive operations and results. The City seeks to

implement these processes with a more robust, GIS based, web enabled, customer centric land management application.

## 1.1 Project Scope

This project will replace the SunGard Public Sector Building and Permitting, Planning and Zoning, Land Management, Code Enforcement and Miscellaneous Receivables system (HTE) the City implemented in 1996. In addition to the software functionality, the City is seeking a proposer to provide professional services that will ensure a successful implementation. The professional services should include the following:

- ◆ Project Management
- ◆ Software Installation and Configuration
- ◆ Business Process Review and Redesign
- ◆ Conversion Services
- ◆ Training
- ◆ Documentation
- ◆ Software Maintenance and Support

The City is interested in evaluating both on-premises and cloud-based service and support models. Proposers are encouraged to offer alternatives to the traditional license purchase approach. If alternatives are offered, the Proposer should clearly identify what is being offered and the pricing to allow the City to fully evaluate the offering as compared to the traditional licensing approach.

## 1.2 Project Drivers

The drivers for this project include streamlining business processes, replacement of outdated software, improvement of services to the community, and the ability to provide initial user training as well as on-going training for future new employees.

The features and functionality required in the new system include:

- ◆ Permit Lifecycle Management
  - System management from application pre-submittal through multi-department and external approval process, conditions, rejections, resubmission, notes, fee assessments and attachments
  - Ability to track compliance with the conditions of approval
  - Track and manage application inactivity

- Track and manage permit expirations
- Track the expiration of temporary Certificates of Occupancy
- Centralized repository for all project records
- ◆ Workflow
  - Ability to identify the required application and plan reviewers and track the date received, routed, review completion due date for internal and outside reviewers (i.e. Fresno Metropolitan Flood Control District)
  - Ability to identify why and when internal review is delayed while waiting for additional information from the applicant
  - Easily view the comments and conditions of approval following review
  - Ability to automatically notify an applicant their plans are ready for pickup
  - Incorporate a project dashboard to display project review status including assigned reviewers, date due, delays
  - Create a final signoff for all required project approvers that will prevent the issuance of a Certificate of Occupancy until all Departments/Divisions have signed off that the conditions of approval have been met
  - To maintain GIS land layers for Existing Land Use, Planned Land Use, Existing Zoning, Planned Zoning, City Limits and Circulation, generate an email notification when a building is demolished, a final inspection is completed, there is a change of occupancy, a tract map is finalized, an annexation, rezone, plan or amendment occurs and when an official plan line is approved
- ◆ Customer Access – Web Portal
  - Online self-service to view status of planning applications, permit applications, request inspections, view inspection results, report code violations, and make payments
  - Ability to view the conditions of approval
  - Ability for contractors to submit applications for simple permits (i.e. water heater)
  - Optional – an online module to assist citizens with understanding the development process and requirements and to help businesses launch faster, i.e. zoning information, online permit applications
- ◆ Mobile Access for City Staff
  - Support smart phones, notebooks, laptops or other devices
  - Access the applications, update information, view GIS
  - Provide dropdown menus for ease in entering inspection results
- ◆ Project Tracking and Reporting
  - Provide approval status for each Department/Division (reviews assigned, completed and pending)

- Provide project review activity reports including calculation of the number of days in review and the number of days awaiting applicant reply or action
- ◆ Reporting and Query Tools
  - Flexible ad hoc query for non-technical users with the ability to download to Excel
  - Ability to create custom reports
  - Repository of standard reports
  - Generate reports for current status and comparisons with previous periods (i.e. same month last year/this month this year)
- ◆ ESRI GIS Integration
  - Ability to view land management information from ESRI GIS while working in the application
  - Ability to link to ESRI GIS from the land management system
  - Ability to enter a Planning application and link it to an area in GIS without a specific address or a specific parcel (i.e. half of a parcel, two or three parcels)
  - Ability to identify development in the City's growth areas identified in GIS by finalized building permits; track the value of the investment and generate reports by growth area with a date range
- ◆ Electronic Plan Submittal
  - Ability to accept plans electronically, allow reviewers to make corrections and return the reviewed plans to the applicant

## 2.0 RFP Process and Contracting Requirements

Figure 2, Selection Process Overview, provides a high-level overview of the selection process the City intends to follow.



**Figure 2 – Selection Process Overview**

The RFP and subsequent evaluation of proposals will allow the City to identify a short-list of proposers. The short-list proposers will be invited to complete an eight-hour on-site interview and proof-of-capabilities (POC) demonstration. Upon the completion of the proof-of-capabilities, the City intends to identify a finalist. Even though the City intends to only select a single finalist, the City reserves the right to select more than one finalist in the event that the evaluation committee is not able to agree on a single vendor.

The scripted proof-of-capabilities (POC) demonstration is not intended to be a generic demonstration of the application, but rather a demonstration of specific product functionality deemed most critical to the City using data provided by the City. Proposers must be prepared to invest the time and resources in the proof-of-capabilities to be successful with this procurement. The City will provide the agenda, scripts, data, and other relevant documentation prior to the scheduled POC.

It is the City's intention to negotiate a final agreement upon successful completion of the POC demonstration. If the finalist's solution fails to satisfy the needs of the City, the City will proceed with the next highest scoring Proposer.



## 2.1 RFP Schedule of Events

Table 1, RFP Schedule of Events, represents the City's best estimate of the schedule that will be followed.

	RFP EVENT	DATE/TIME
1	City Issues Request For Proposal	9/9/15
2	Deadline for Letter of Intent to Propose	9/11/15
3	Deadline for Written Questions and Comments	9/14/15
4	City Issues Responses to Written Questions and Comments	9/16/15
5	Deadline for Submitting a Proposal	9/28/15 5 PM
6	City Completes Technical and Pricing Proposal Evaluations	10/5/15
7	City Notifies Short-listed Proposers	10/6/15
8	Short-list Proposers Provided with Proof-of-Concept Demonstration Scripts	10/19/15
9	POC Demonstration(s)	10/20/15 – 10/22/15
10	Finalist Identified	11/8/15
11	Conclusion of Contract Negotiations with Finalist	12/2/15
12	Award of Proposal and Contract Signing	12/17/15
13	<b>Contract Start Date</b>	<b>January 2016</b>

**Table 1 – RFP Schedule of Events**

The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers that submitted a Letter of Intent to Propose (see Section 2.6).

## 2.2 RFP Coordinator

All communications concerning this RFP must be submitted in email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Ms. Cindy Abbott, Procurement Consultant

Email – [cindy.abbott@nexlevelit.com](mailto:cindy.abbott@nexlevelit.com)

Proposer contact with anyone else in the City is expressly forbidden and may result in disqualification of the proposer's bid.

The City has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

**RFP # 9346**

## 2.3 Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

## 2.4 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it will be provided to all proposers submitting a Letter of Intent to Propose. (See Section TBD). Proposers will respond to the final written RFP and any exhibits, attachments, and amendments.

## 2.5 Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted in writing, via e-mail to the RFP coordinator (see Section 2.2) before the date identified in Section 2.1 Schedule of Events. Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Copies of all written questions and the City's responses will be emailed to all Proposers submitting a Letter of Intent to Propose (see Section 2.6).

## 2.6 Letter of Intent to Propose

Each proposer who plans to submit a proposal should register by submitting a letter indicating a Proposer's intent to respond to this RFP. The letter of intent should be emailed to the RFP Coordinator no later than the Letter of Intent to Propose deadline date.

Proposers may withdraw their Letter of Intent to Propose at any time before the deadline for submitting a proposal.

The following information should be included in the Letter of Intent to Propose:

- ◆ Proposer name
- ◆ Name and title of proposer main contact

- ◆ Address, telephone number, and email address of proposer's main contact
- ◆ Signed Statement of Intent to Propose

Submittal of a Letter of Intent to Propose, by the specified deadline, is a highly desired prerequisite for submitting a proposal, and is necessary to ensure a proposer's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent is not intended to bind Proposers to submitting a proposal.

## 2.7 Proposal Submittal

Proposals will be submitted no later than the Proposal Deadline time and date detailed in the Schedule of Events (section 2.1). (Note: it is the City's recommendation that the delivery method chosen require receipt confirmation). Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service.

Proposers will respond to the RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified.

Proposals may not be delivered orally, by facsimile transmission, by email, or by other telecommunication or electronic means.

Proposers must submit in a sealed package one (1) original, signed Master, eleven (11) hard copies, and three (3) electronic copies. Proposals must be prepared on standard 8½" X 11", two-sided paper, and submitted in three-ring binders. The package should be clearly labeled:

- ◆ Attention: City of Fresno RFP Number 9346  
Proposal for Enterprise Land Management System  
Name of Proposer  
Proposer's Address  
Proposer's Contact Person  
Proposer's Telephone Number

The proposal package should be mailed, couriered, or hand delivered to the City of Fresno, 2600 Fresno St., Fresno, CA 93721, Attention: Bonique Emerson, Third Floor, Room 3043, Counter 11.

All proposals must be received by the City by the date and time shown section 2.1 RFP Schedule of Events. Proposals received after this time and date will be returned unopened. Postmarks will not be accepted as proof of receipt.

## 2.8 Proposal Evaluation

The City reserves the right to reject all proposals or make no award, require modification to initial proposals, or make partial or multiple awards.

An Evaluation Committee shall review all proposals to determine which proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will continue in the evaluation.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the City
- Proven technical ability to design, install and support the proposed system
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Anticipated value
- Perceived risk or lack thereof
- Company financial stability
- References for each application proposed

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the proposer shall put such clarifications in writing.

## 2.9 Public Records Law

Pursuant to California Government Code Section 6250, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to this code section.

## 2.10 Contracting Requirements

### Regulated Communications

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the *Fresno Municipal Code*) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

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

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

Note: The full text of *Fresno Municipal Code*, Chapter 4, Article 6 may be read at the following website: <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>.

### Debarment

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

Furthermore, firms listed as debarred or suspended by the U.S. Department of Housing and Urban Development will not be considered as an eligible proposer. Information on this list can be obtained at the following website:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/enforcement/debarments](http://portal.hud.gov/hudportal/HUD?src=/program_offices/enforcement/debarments)

### Professional Liability Insurance

Professional liability insurance (errors and omissions) with limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and commercial general liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate will be required for this project. The City's standard contract will be used, which includes a conflict of interest statement and completion of a statement of economic interest.

#### Approval by City Council

Any contract exceeding \$50,000 shall be subject to the approval of the City Council in accordance with the *Fresno Municipal Code*.

#### Consultant Agreement

The City will be utilizing a Standard City Consultant Agreement. Copies of the City's Standard Contract and Consultant Selection Policies are available upon request.

#### Local Preference

Fresno Municipal Code Section 4-109, LOCAL PREFERENCE IN CONTRACTING FOR SERVICES, provides for a local preference. Portions pertinent to this Contract are paraphrased as follows:

Except for those contracts funded by the federal or state government when such funding would be jeopardized because of this preference, the City of Fresno shall, in contracting for professional services, other than consulting service, extend a five percent (5%) preference for a local firm in evaluating proposals for award. The amount of the preference shall be equal to the amount of the percentage applied to the lowest proposal price from a firm other than a local firm, if the Proposer submitting the lowest proposal price is not a local firm. The Proposer shall certify, under penalty of perjury, that the Proposer qualifies as a local firm. The preference is waived if the certification does not appear on the proposal.

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

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

The City will use the standard Consultant Agreement in Appendix D of the RFP and the proposer will agree to the terms without exception.

### 3.0 Organizational Charts, Metrics, Interface Requirements and Technical Standards

The organizational charts for the City Departments that support Land Development are presented below.

#### 3.1 Development and Resource Management (DARM) Department

The Development and Resource Management Department (DARM) is focused on property development and neighborhood revitalization. The DARM organization chart is presented below.

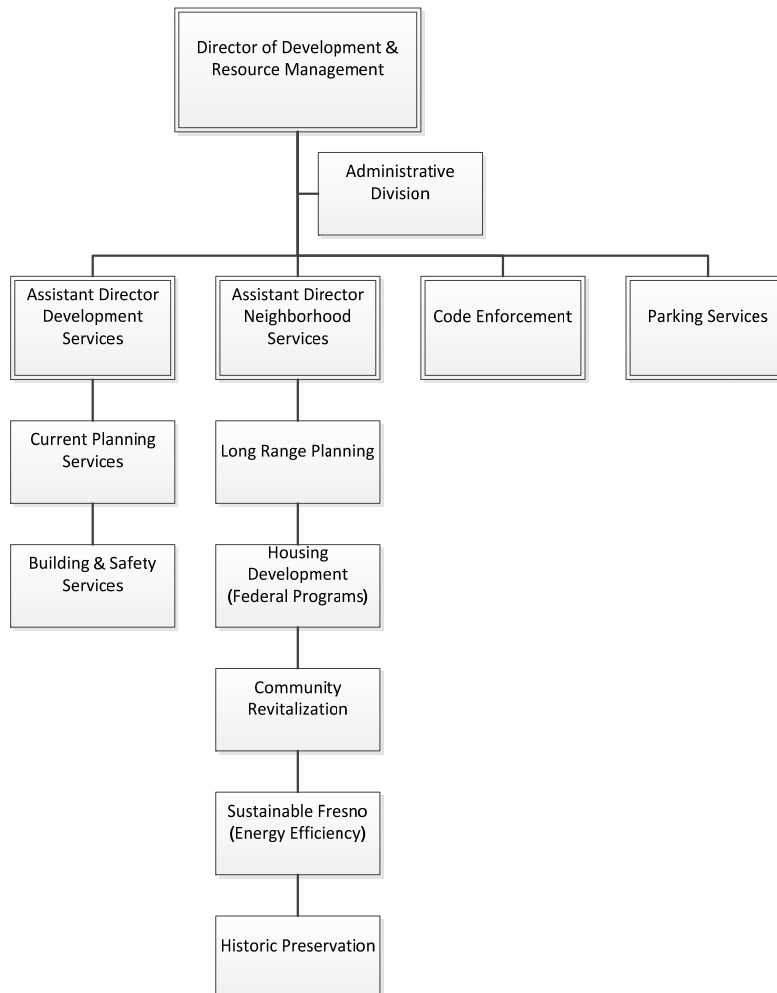


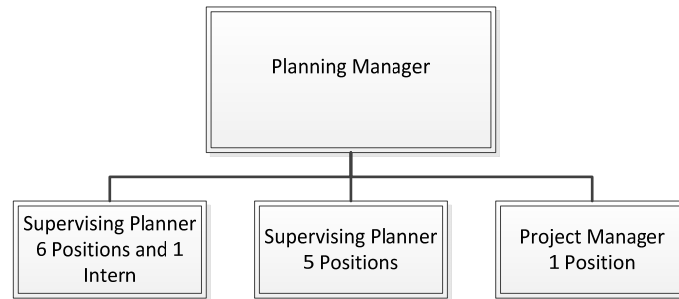
Figure 3 – DARM Department Organization Chart



The new system will support the DARM Current Planning Services, Building & Safety Services, Code Enforcement, and Administrative Divisions.

### 3.2 DARM Planning Division

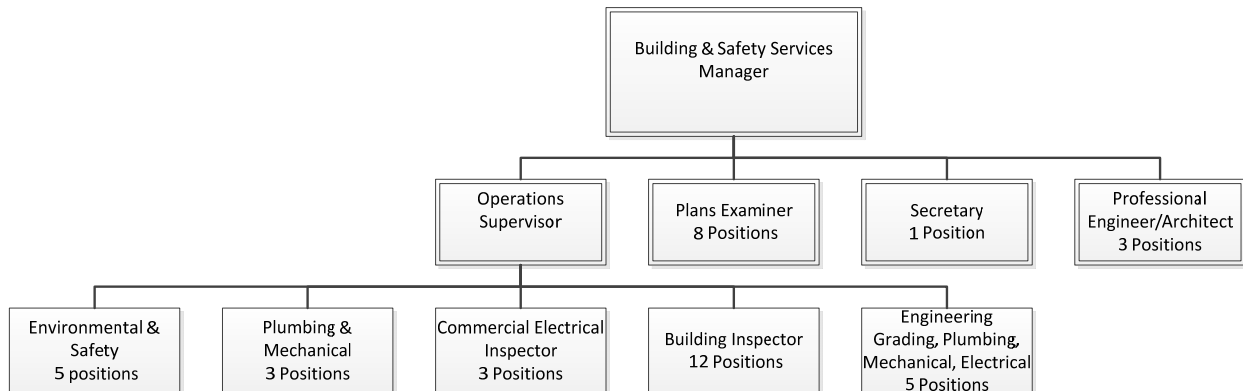
The DARM Department Planning Division's organization chart is presented below.



**Figure 4 – DARM Planning Division Organization Chart**

### 3.3 DARM Building and Safety Services Division

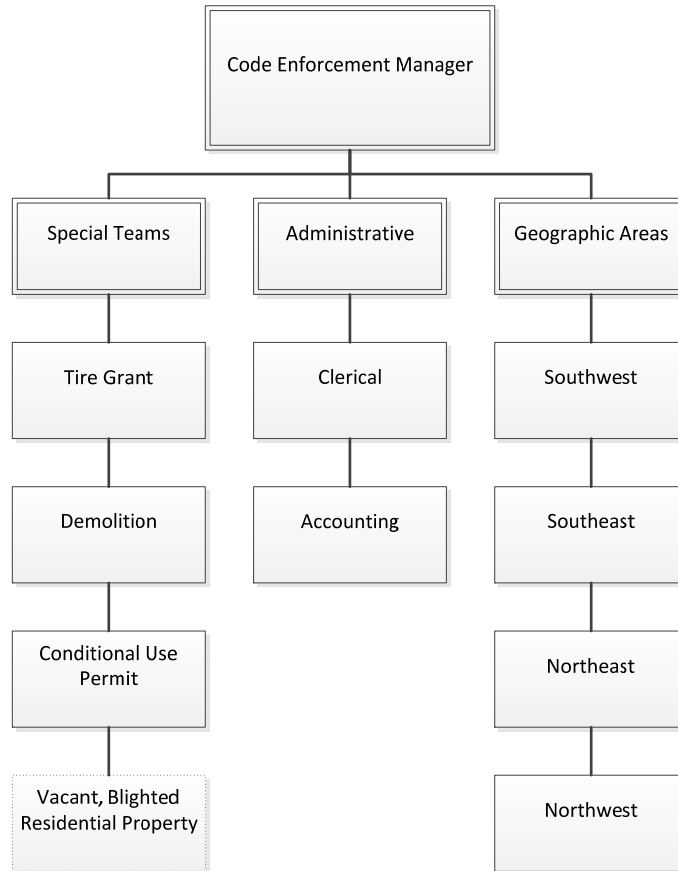
The DARM Department Building and Safety Services Division's organization chart is presented below.



**Figure 5 – DARM Building and Safety Division Organization Chart**

### 3.4 DARM Code Enforcement Division

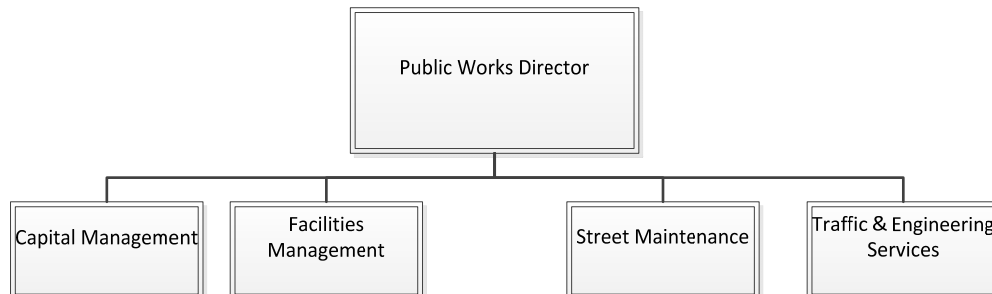
The DARM Department Code Enforcement Division’s organization chart is presented below.



**Figure 6 – Code Enforcement Division Organization Chart**

### 3.5 Public Works Department

The Public Works Department organization chart is presented below.

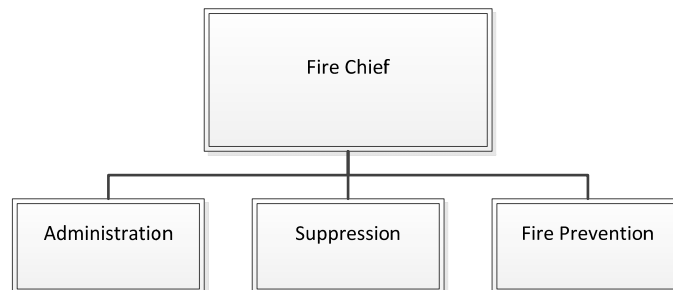


**Figure 7 – Public Works Department Organization Chart**

The new system will support the Traffic and Engineering Services Division plan review activity. The Division oversees traffic planning, plan check and permit services, right of way, special districts, urban growth management and impact fees, and Community Facilities Districts. Public Works participates in conditional use permits, vacation, right of acquisition for traffic signal, tract maps and parcel maps.

### 3.6 Fire Department

The Fire Department's organization chart is presented below.

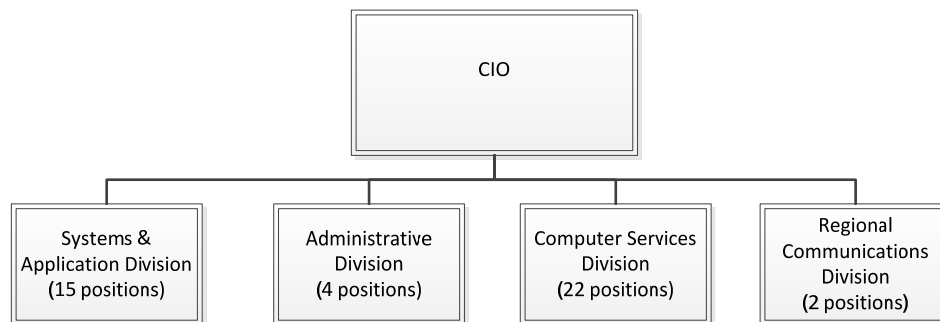


**Figure 8 – Fire Department Organization Chart**

The new system will support Fire Prevention plan review and permit issuance activity.

### 3.7 Information Services Department

The Information Services Department's (ISD) organization chart is presented below.



**Figure 9 – Information Services Department's Organization Chart**

### 3.8 Fresno Metrics

Metric	Information
Population	515,609 residents as of the most recent data in 2014
California Population Rank	Fifth Largest City in California
United States Population Rank	Thirty-fourth Largest City in the U.S.
FTEs – Proposed FY2016	3,314
FY2016 Proposed Operating Budget	\$1,245,430,800

Metric	Information
Land Area	113.13 square miles
Parcels	136,495 in city limits; 197,848 total parcel layer
GIS Layers	1,189
Number of Land Management Users	150
Number of Mobile Land Management Users	0

Table 2 –Fresno Metrics

### 3.9 Key Operational Volumes

Estimated Annual Volumes	Information
Planning Applications	1,689 average per year
Building Permit Applications	11,331 average per year
Fire Permit Applications	844 average per year
Code Enforcement Cases	11,436 average per year
Residential Inspections Completed	~15,000 in 2014
Commercial Inspections Completed	~7,000 in 2014

Table 3 – Key Operational Volumes

### 3.10 System Interface Requirements

System	Description
ESRI GIS	Database V10.0, Desktop V10.3.1
PeopleSoft Version 8.9	<p>Interface to general ledger and cash</p> <ul style="list-style-type: none"> <li>◆ Cashiering and receipts interface</li> <li>◆ Ability to issue a credit in the land management system and create an accounts payable check in PeopleSoft</li> <li>◆ Track developer’s deposits for building permit fees and provide</li> <li>◆ Ability to notify Finance when the City accepts infrastructure completed by a developer with the original estimate and completed value</li> <li>◆ Ability to waive fees and track the waived fees for submission to obtain reimbursement from a grant</li> </ul>
Cashiering	Heartland Bolletta Cashier system version 3.55.400.22289.
Reports to Fresno Public Utilities Department	Automatically generate activity reports that support water utility activity (See Appendix B)
Reports to Fresno County	New Permits Closed and Finaled Permits (See Appendix B)

System	Description
Laserfiche Document Management	The Fresno Public Works Department is currently implementing Laserfiche. It is likely Laserfiche will become the City's enterprise document management system.
Interactive Voice Response (IVR)	Selectron
PublicStuff	Mobile app CRM to report issues to Code Enforcement

**Table 4 – System Interface Requirements**

### 3.11 Current Technical Environment

The following table identifies current technology standards for the City. Vendors will be required to confirm requirements (both current and future) or propose alternatives.

Technology	Current Standard	Future Standard
Database	Oracle V11.2 Microsoft SQL	Oracle V12
Server OS	Windows Server 2012 R2	
Desktop OS	Windows 7	
Server Hardware	Dell	
Desktop Hardware	Dell	
Laptop/Mobile Hardware	Dell/Microsoft	
LAN/WAN	Cisco	
Office Productivity	Microsoft Office 2010	
Browser	Microsoft IE8 Chrome	
Email Server/Client	Microsoft Exchange 2010	
SharePoint	Microsoft 2010 (internal only)	
Virtual Environment	VMWare version	
Storage Area Network (SAN)	XIO	
GIS	ArcGIS 10.3.1/Server 10.2.2	Server 10.3.1

## 4.0 New System Objectives and Land Management Support Organizations

This section is intended to provide information about the City's objectives and to provide information about Fresno's Land Management support organizations.

The City is seeking a commercial off the shelf (COTS) solution that is a fully integrated, real-time solution, preferably a Windows-based and web-enabled application. The City is seeking to modify its existing processes to implement best business practices to support the business functions.

The remainder of this section identifies key features, functions, and capabilities the City is seeking from the new system. Proposers must respond to each item listed in their response explaining the current capabilities of their solution to meet the needs of the City, as well as identifying features and functions that can improve the existing processes. See section 5.0 for instructions.

### 4.1 General System Characteristics

The City seeks a new system that provides the following general system characteristics:

- ◆ The City has established review guidelines for application processing. Based on the level of complexity, projects are assigned a level 1, 2, 3, or 4. Different timeframes are established for each level, and activity reports compare actual application processing times with the established timeframe.
- ◆ Provide a web portal for customer access to view the status of planning applications, permit applications, view conditions of approval, request inspections, view inspection results, report code violations, and make payments,
- ◆ The City desires to implement an online module to assist citizens with understanding the development process and requirements and to help businesses launch faster, i.e. zoning information, online permit applications
- ◆ Mobile connectivity is required for field crews to have the ability to access, inquire and update system information
- ◆ Ability to provide electronic plan acceptance and review (no paper plans)
- ◆ Comprehensive search ability into active and historic records by street name, street number, APN, developer, contractor, plan check number, building permit number, owner name, general project description, tract number, parent parcel number, business name, etc.

- ◆ Ability to store master files for architects, contractors, owners, tenants, engineers and developers including contact information (including multiple telephone numbers and email addresses) and license numbers
- ◆ Ability to generate email from within the application to parties included on the application or to other contacts, and to view the associated email correspondence from within the application record
- ◆ Ability to import Word, Excel, PowerPoint, PDF documents, digital photos and video to attach to the application, permit or case with the ability to view the attachments from within the application record
- ◆ Maintain multiple fee schedules with effective dates
- ◆ Provide user defined fields for added information flexibility

The remainder of this section provides information about Fresno's Land Management support organizations to assist the proposers with understanding the City's requirements of this project.

## 4.2 Development Review Committee (DRC) Meetings

The City has an established Development Review Committee (DRC) that is comprised of members of each of the City's departments. The DRC is to provide a forum for applicants to meet and collaboratively discuss their project with City staff and receive concise and thorough feedback. The purpose of the DRC is to eliminate roadblocks for projects that meet the defined process criteria. The type of application determines the Departments that will participate in the meeting with the applicant.

The applicant submits a pre-application prior to the DRC meeting. The DRC meets on Tuesdays and Thursdays each week. The deadline for the Tuesday meeting is 5 PM on the previous Thursday; the deadline for the Thursday meeting is 5 PM on the previous Tuesday. An agenda is prepared and emailed to the meeting participants.

A Planner is assigned to each DRC project and the Planner acts as the meeting facilitator. Representatives from Public Works/Traffic, the Fire Department, Building and Safety, Public Utilities/Solid Waste, Public Utilities/Planning and Engineering (sewer and water) attend the meeting, and depending on the type of project, the Police Department may attend. The Planner is responsible for summarizing the reviewers' project comments and provides a memo to the applicant in 7 to 10 days.

### 4.3 DARM Planning Division

The Planning Division is responsible for the administration, interpretation, and enforcement of the City's development code land use regulations. The administration program includes coordinating the review activities of development projects with other divisions within the Department and with outside agencies (i.e. PG&E, AT&T, Flood Control, and various County agencies). The Planning Division reviews all development applications, conditional use permits, rezoning, preliminary subdivision and site plans.

Planning identifies the complexity of the project and assigns a Level 1, 2, 3 or 4. This establishes the City's guidelines for review completion. The actual processing times are measured and compared to the guidelines in reports. The number of days in the Level guidelines is subject to change.

### 4.4 Planning Commission and City Council Meetings

The Planning Commission hears, reviews and makes recommendations to the City Council. All plan amendments and rezoning requests require recommendation by the Planning Commission and approval by the City Council.

The Planning Commission conducts public hearings on appeal by the applicant for site plan review, conditional use permit, or variance. The Planning Commission decision is final unless the applicant appeals to the City Council.

The Planning Division coordinates the Planning Commission meeting including the agenda, notification to property owners, and minutes.

### 4.5 DARM Building and Safety Division

The Building and Safety Services Division is responsible for permit processing, plan review, and inspection services for public and private projects. The division provides public counter services and plan review for residential and commercial projects. The Division issues Building, Electrical, Plumbing, and Mechanical Permits and performs field inspections to ensure building code compliance during the construction phase of a project. The Division issues a Certificate of Occupancy when the final inspection is completed and all conditions for approval are satisfied.



## Building Inspections

Once the building permit is issued, the contractor is authorized to begin work. The Building Inspectors are responsible for inspection of each trade during the various stages of construction. The contractor requests the inspection using the Interactive Voice Response (IVR) or by placing a call to the City. The contractor can request an AM or PM inspection.

The City has 11 commercial building inspectors and 12 residential building inspectors. The inspectors are assigned to geographic areas of the City, but can be reassigned to balance workloads. The commercial inspectors specialize in building, plumbing, mechanical, and electrical.

## Certificate of Occupancy

For residential permits, the signed-off inspection card is the Certificate of Occupancy. For commercial permits, the Certificate of Occupancy is issued after the final building inspection is completed. Prior to scheduling the final inspection, DARM confirms that holds have been released and all fees are paid.

The City may issue temporary permits prior to issuing the Certificate of Occupancy. A Safe to Stock Permit allows the furniture to be installed, but does not allow occupancy. A Temporary Certificate of Occupancy may be issued for a 90-day period if outstanding issues do not affect health and safety.

## 4.6 DARM Code Enforcement Division

Investigators respond to complaints that may come from the public (online, walk-in, telephone call) and by other City Departments. Complaints are investigated and inspected. Investigators respond to complaints according to the impact of the violation on the community; situations that appear to pose a serious risk to health and safety are given top priority.

The Code Enforcement Division has 30 staff members and staffing will increase in this fiscal year. The Code Enforcement officers are assigned to geographic areas or to a special team. Code Enforcement responsibilities include weed abatement.

The City has started a new Vacant, Blighted Residential Property enforcement team that will become a part of the Code Enforcement Division's special teams.

Investigations may result in a courtesy notice or notice of violation requesting the owner / tenant correct the violation in a timely manner. If the correction is not made, the individual may be subject to fines, civil injunctions or other penalties. Some cases may remain active for several years before resolution and require extensive documentation.

### Code Enforcement Citation Billing and Collection Procedures

A new policy will be implemented to refer the amount of unpaid citations to a collection agency. Liens are placed on the property through Fresno County to collect the additional fees for noncompliance other than the amount of the citation.

Twice a year, liens are processed. A year a report of unpaid fines is prepared and the report is submitted to the Hearing Officer and to the City Clerk (for public notice). When approved by the Hearing Officer, a lien is placed on the property tax by the County Recorder's Office and the County's lien fee is added to the amount due. When the County collects the lien, the County submits the payment to the City's Finance Department. The Finance Department provides a detailed report to Code Enforcement that is used to update the Code Enforcement application with the payment.

The County charges a fee to remove the liens, and the City charges the property owner to release the lien. The owner is notified of these fees, and when the City receives payment, the City submits a lien release request to the County to remove the lien.

#### 4.7 Fire Department

The Fire Prevention Division reviews and comments on Planning applications and Building Permits for compliance with the fire code and City policies. Plan review fees are hourly based

The Fire Prevention Division issues the following permits:

- ◆ Fire Sprinkler Systems
- ◆ Special Suppression Systems (clean agent systems)
- ◆ Fire Sprinkler Monitoring
- ◆ Fire Alarm Systems
- ◆ Above Ground Tanks
- ◆ Photo Luminescent Markings

Permit applications are submitted directly to Fire Prevention and Fire Prevention issues the permit.

## 4.8 Cashiering

Cashiering is centralized. Partial payments are not accepted. Check and credit card payments are accepted.

Applicants may make a deposit to the City for building permit fees. The City charges an annual fee to maintain the deposit. When the deposit available is less than the fee due, the system prevents a transaction. Monthly statements are sent to the customers that use deposit accounts.

In addition to accepting cash payments, "ID billing" is used for land management fees for internal departments. For example, the Fire Department may require a building permit to re-roof a facility. Cash is not exchanged; the payment code and project number are entered.

Transactions from the Land Management System and from cash receipts must interface to the PeopleSoft Financial System.

## 4.9 Fee Calculation

A comprehensive ability to calculate various fees is required. The screen should prompt the operator to enter the appropriate fee criteria based on the type of fee. Fees calculations include:

- ◆ Permit type and subtype
- ◆ Flat fee
- ◆ Percentage of other fees
- ◆ A flat fee plus a percent of the number of square feet
- ◆ Valuation
- ◆ Special district fees applicable to property located within geographic zones as identified through an interface with GIS
- ◆ Various "each" fees for the number of fixtures, sprinklers, bedrooms, lawn sprinklers, etc.
- ◆ Fees based on quantity variables (one rate "up to", another rate "over" a specific quantity) and on building use
- ◆ SMIP
- ◆ Ability to apply special inspection fees, i.e. an hourly rate for inspections outside of normal business hours

- ◆ The ability to override calculated fees (controlled in the system by security access)
- ◆ The ability to update fee schedules based on a percentage basis or rate change
- ◆ The ability to refund portions of the fees

## 4.10 Reporting

Activity reports are required with various frequencies (monthly, quarterly, and annual). Comparative reports with the current month compared to the same month last year, and year-to-date information for the current year and previous year are minimum requirements.

The ability to easily generate ad hoc reports and the ability to export data to Excel is desired. Activity reports by class code, type, contractor, project, etc. are examples of ad hoc reports that may be requested.

Current reports include:

- ◆ Building Permits issued with value over \$1,000.
- ◆ Finaled permits by census tract.
- ◆ Special jurisdiction fees collected (school, sewer, etc.) for pass through to other agencies.
- ◆ Permits by class code and census tract.
- ◆ Permit type by class code (i.e. Residential category with the number of permits and value for single family, additions, alterations, repairs, garage, etc.).
- ◆ Daily report of electric and gas meters approved that is emailed to Pacific Gas and Electric.
- ◆ Report listing of expired permits.

Reporting needed:

- ◆ Generate a report listing permits that will expire within a specified number of days. Create a mail merge to allow a form letter to generate to the permit holders. Indicate in the permit record that an expiration notice was issued.

## Appendix A – Permit Types

### Planning Review Types

Review Types	Review Level	Timeline	Other Notes
Address Review	Level 1	1-14 days	
Annexation (not yet modified)	N/A	N/A	Do not use yet
Appeal Review	N/A	45 days	
Covenant/Agreement	Level 2	30-45 days	
CUP Alcohol	Level 2	30-45 days	
CUP Level 1 Review	Level 1	1-14 days	
CUP Level 2 Review	Level 2	30-45 days	
CUP Level 3 Review	Level 3	75-90 days	
CUP Level 4 Review	Level 4	90-120+ days	
Director Classification	Level 2	30-45 days	
DRC Pre-Application Review	N/A	15 days	Different tracking
Encroachment into PUE	Level 2	30-45 days	Rare
Environmental Assessment < MND	Level 2	30-45 days	
Environmental Assessment MND	Level 3	75-90 days	
Master Sign Permit	Level 1	1-14 days	
Minor Deviation Request	Level 1	1-14 days	
Plan Amendment Level 4 Review	Level 4	90-120+ days	
Response to Inquiries	Level 1	1-14 days	
Rezone Level 4 Review	Level 4	90-120+ days	
RYE Level 1 Review	Level 1	1-14 days	
Security Fence Request	Level 1	1-14 days	
Sign Review Application	Level 1	1-14 days	
SPR Industrial Level	Level 2	30-45 days	

Review Types	Review Level	Timeline	Other Notes
2 Review			
SPR Level 1 Review	Level 1	1-14 days	
SPR Level 2 Review	Level 2	30-45 days	
SPR Level 3 Review	Level 3	75-90 days	
SPR Level 4 Review	Level 4	90-120+ days	
Street Name Change	Level 4	90-120+ days	
Tentative Parcel Map	Level 3	75-90 days	
Tentative Tract Map	Level 3	75-90 days	Change timing (copied level 4 project)
Text Amendment Level 4 Review	Level 4	90-120+ days	

### Planning Codes in HTE SunGard NavLine

Project Type Codes		Review Type Codes	
Address Assignment or	AD	Address Review Level 1	AD
Annexation Process	AN	Annexation	AN
Covenant or Agreement	CO	Appeal Review	APL
CUP	LD0	Covenant/Agreement Level 2	CO
CUP Innercity	LD0	CUP Alcohol Level 2 Review	AB
Development Review	DR	CUP Level 1 Review	1C
Directors Classification	DC	CUP Level 2 Review	2
Early Model Home	EM	CUP Level 3 Review	3C
Easement Encroachment	EAS	CUP Level 4 Review	4C
Environmental Assessment	EA	Directors Classification	DC
Lot Line Adjustment	LLA	DRC Pre-Application Review	DR
Master Sign Permit	MS	Encroachment into PUE	EE
Minor Deviation Request	MD	Environmental Assessment <MND	EA
Ordinance Text Amendment	OT	Environmental Assessment MND	EA
Overheight Structure	OS	Master Sign Permit	MS
Plan Amendment	PLA	Minor Deviation Request	MD
Plan Amendment Innercity	PLA	Plan Amendment Level 4 Review	PL
Rearyard Encroachment	RYE	Response to Inquiries	RTI
Release of	LD1	Rezone Level 4 Review	RZ
Response to Inquiries	RTI	RYE Level 1 Review	RYE
Rezoning Application	REZ	Security Fence Request	SFR
Rezoning Application	REZ	Sign Review Application	SR

Project Type Codes		Review Type Codes	
Security Fence Request	SFR	SPR Industrial Level 2 Review	SPI
Sign Review Request	SR	SPR Level 1 Review	1SP
Site Plan Review	SPR	SPR Level 2 Review	2SP
Site Plan Review Inncity	SPO	SPR Level 3 Review	3
Street Name Change	SN	SPR Level 4 Review	4
Tentative Parcel Map	TTP	Street Name Change	LD2
Tentative Parcel Map	TPI	Tentative Parcel Map	VP
Tentative Tract Map	TR	Tentative Tract Map	VT
Variance	VA	Text Amendment Level 4 Review	TEX
Variance Inncity	VA	Variance Level 2 Review	VR

Project Status Codes		Action Codes	
Active	AC	Completed	CP
Approved, Conditional	AA	Hold Removed	OHR
Approved, Final	FA	On Hold Applicant	OHA
Cancelled	CN	On Hold Staff	OHS
Denied	DN	Under Review	UR
Expired Project	EX		
Inactive	IN		
On Hold	OH		

## Building Permit Types

Over-the-Counter Permits
Commercial Reroof
Demolition
Electrical Permit
Mechanical Permit
Multi-Family Reroof Application
Plumbing Permit
Residential Reroof Permit

#	Building Permit Types - Description	HTE Code
1	ADMINISTRATION	ADMN
2	ANNUAL DRAWDOWN ADMIN	ADDA
3	ASSEMBLY ARENAS	ARNA
4	BUILD ACT INFILL PROJECT	BILD
5	CASP CONSULTATION APPLICATION	CASP
6	CELL/COMMUNICATION TOWER	CELL
7	CELL/COMMUNICATION TOWER W/SHELTER	CELE
8	CHANGE OF OCCUPANCY INSPECTION	COFI
9	CHURCH & RELIGIOUS	NCOR
10	CITY SEWER SERVICE	CSEW
11	CITY WATER SERVICE	CWAT
12	CODE ENFORCEMENT ACTION	CODE
13	COMMERCIAL ADDITION	AACM
14	COMMERCIAL ALTERATION	AADM
15	COMMERCIAL MISC PROJECT	OBCM
16	COMMERCIAL STORAGE RACKS	RACK
17	COUNTER EARLY ISSUANCE APPLICATION	EAIS
18	COUNTER ELE,MECH,PLUMBING COMMERCIAL	NCNS
19	COUNTER ELE,MECH,PLUMBING MULTI-FAMILY	NCMF
20	COUNTER ELE,MECH,PLUMBING RESIDENTIAL	NCNT
21	DAY CARE FACILITIES(I-4)	DAYC
22	DEMOLITION COMMERCIAL	DEM5
23	DEMOLITION SFR	DEM1
24	DEMOLITION 2 FAMILY	DEM2
25	DEMOLITION 3 & 4 FAMILY	DEM3
26	DEMOLITION 5 & UP FAMILY	DEM4
27	DPU/WATER TIME AND MATERIALS	MSPW
28	EDUCATIONL BUILDING	NSPR



#	Building Permit Types - Description	HTE Code
29	EXPRESS PLAN	EXPR
30	FIRE PREVENTION	FIRE
31	FIRE SPRINKLER (BUILDING)	BRIF
32	FIRE SPRINKLER STANDARD PLAN	SPLF
33	FIRE-PHOTOLUMINESCENT PERMIT	LUMI
34	FOUNDATION ONLY PERMIT	FOUN
35	GRADING APPLICATION	GRAD
36	GRADING APPLICATION OTC	GOTC
37	GRADING MISCELLANEOUS	GRDM
38	HISTORICAL APPLICATION	HIST
39	HOSPITAL, NURSING HOME	NCHM
40	HOTEL,MOTEL	NCHM
41	INDUSTRIAL MANUFACTURING(F-1/F-2)	NINE
42	INDUSTRIAL STORAGE	NIND
43	INFILL STANDARD PLAN	SPLI
44	MASTER PERMIT	MSPT
45	MEETING HALLS, LIBRARY, MUSEUM	MEET
46	MISCELLANEOUS SEWER,WATER,UGM	MSWU
47	MULTI-FAMILY ALTERATION	AANF
48	MULTI-FAMILY MISC PROJECT	OBMM
49	MULTIFAMILY ADDITION	AAMF
50	OFFICE BUILDING	NOFB
51	OFFICE MEDICAL	NOFM
52	OTHER COMMERCIAL	NONR
53	OTHER SHELTER	NONH
54	PARKING GARAGE	NPGA
55	PHOTOVOLTAIC SYSTEM COMMERCIAL	AAPV
56	PHOTOVOLTAIC SYSTEM RESIDENTIAL	ARPV
57	PRE SEWER INSPECTION	PRES
58	PRIVATE AMUSE/REC	NAST
59	PUBLIC AMUSE/REC	NASR
60	PUBLIC AMUSE/REC	NASR
61	PUBLIC BLDG/UTILITY	NPWU
62	PUBLIC UTILITIES	NSMP
63	RELOCATION INSPECTION	RELI
64	RELOCATION PC COMMERCIAL	NREC
65	RELOCATION PC RESIDENTIAL	NRER
66	RENEWAL PERMIT/EXPIRED PROJECT	RNEW
67	REPAIR GARAGE/SERVICE STATION	NSSR
68	REROOF COMMERCIAL	ROOF

#	Building Permit Types - Description	HTE Code
69	REROOF MULTI-FAMILY	ROMF
70	REROOF RESIDENTIAL	ROOF
71	RESIDENTIAL ADDITION	ADRE
72	RESIDENTIAL FIRE REPAIR MAJOR	RFRP
73	RESIDENTIAL GARAGE/STORAGE	NRGS
74	RESIDENTIAL MISC PROJECT	OBSF
75	RESIDENTIAL PATIO/DECK	RPTO
76	RESIDENTIAL REMODEL	ARRM
77	RESIDENTIAL REPAIR MINOR(NO PLANS REQ'D)	RREP
78	REST HOME/ASSISTED LIVING	NHOC
79	RESTAURANT, NIGHTCLUB, BANQUET HALL	NSRS
80	RETAIL/MERCHANTILE	NSCS
81	SERVICE STATION CANOPY	NSSG
82	SFR CUSTOM	NSFR
83	SFR PHOTOVOLTAIC STANDARD PLAN	SPLV
84	SFR STANDARD PLAN (PLAN CHECK)	NSSA
85	SFR STANDARD PLAN TEMPLATE	SPLN
86	SHELL BUILDING (ALL OCCUPANCIES)	SHEL
87	SIGN (STRUCTURAL SIGNS)	SIGN
88	SIGN (WALL SIGNS,MISC SIMPLE SIGNS)	SGNS
89	SITE UTILITY ELECTRICAL	NSUE
90	SITE UTILITY PLUMBING	NSUP
91	SOLID WASTE HAULER LOCATION PERMIT	DIVE
92	STANDARD PLAN ADDENDUM	SPAD
93	STANDARD PLAN MISC TEMPLATE	SPLM
94	STRUCT OTHER THAN BLDGS	NSOB
95	SWIM POOL COMMERCIAL	COPL
96	SWIM POOL PRIVATE	POOL
97	SWIMMING POOL ABANDONMENT COMMERCIAL	SPRC
98	SWIMMING POOL ABANDONMENT RESIDENTIAL	SPRR
99	TANK REMOVAL GRADING	TANK
100	TEMPORARY STRUCTURE PERMIT	TEMP
101	TENANT IMPROVEMENT	AAEM
102	TENT PERMIT	TENT
103	THEATER W/OUT STAGE	THNS
104	THEATER W/STAGE	THES
105	TRACT UPDATE STANDARD PLAN	TRAC
106	VACANT BUILDING ORDINANCE COMMERCIAL	VBOC
107	VACANT BUILDING ORDINANCE RESIDENTIAL	VBOR
108	2 FAMILY DWELLING	NMF2

#	Building Permit Types - Description	HTE Code
109	3 FAMILY DWELLING	NMF3
110	4 FAMILY DWELLING	NMF4
111	5-99 FAMILY DWELLING	NMF5

Fire Department Development Permit Types	
Fire Sprinkler Systems	Special Suppression Systems
Fire Sprinkler Monitoring	Fire Alarm Systems
Above Ground Tanks	Luminescent Markings

## Appendix B – Reports

A report is provided monthly to Fresno County by permit status that contains:

- ◆ Application Year
- ◆ Application Number
- ◆ Structure Number
- ◆ Structure Sequence
- ◆ Permit Type
- ◆ Permit Sequence
- ◆ Permit Status
- ◆ Description
- ◆ Status Date
- ◆ \*YMD

A daily activity report is provided to the Fresno Public Utilities department to support water utility activity. The report contains the following information:

Application Year	Owner Zip
Application Number	Owner Area Code
Structure Number	Owner Phone
Structure Sequence	Tenant Name
Structure Desc	Horizontal Frame
Application Type	Vertical Frame
Application Desc	Use Zone
Permit Type	Contractor Number
Permit Desc	Contractor Name
Permit Desc	Contractor Area Code
Permit Sequence	Contractor Phone
Permit Issued	Number of Units
Location Id	Number of Bedrooms
Street Number	Number of Basements
Street Direction	Number of Stories
Street Name	Number of Square Feet
Unit #	Project Estimated
Location Zip Code	Permit Valuation
Tract	Permit Sq Ft
Lot	Plan Check Fee
Owner Name	Permit Fee
Owner Address	Zone Description
Owner Address	APN
Owner City	
Owner State	

## Appendix C – Planning Division Routing

The Planning Division determines the plan approvals that will be required for each project. The application and the plans may be routed to the following internal and external reviewers:

- ◆ Public Works/Traffic Engineering/Traffic Planning
- ◆ Public Works/Engineering
- ◆ DPU/Water Division
- ◆ DPU/Planning and Engineering
- ◆ DPU/Solid Waste Management
- ◆ Fire Department/Fire Prevention/Tech Services
- ◆ Police Department
- ◆ Building and Safety Services
- ◆ Fresno Airports
- ◆ Fresno Area Express
- ◆ State Department of Fish and Wildlife
- ◆ Fresno County Environmental Health
- ◆ Fresno Irrigation District
- ◆ Fresno Metropolitan Flood Control District
- ◆ San Joaquin Valley Air Pollution Control District
- ◆ Caltrans
- ◆ PG&E (courtesy notification)
- ◆ Fresno Unified School District
- ◆ Council District 2 Committee
- ◆ Councilmember (courtesy notification)
- ◆ U S Postal Service

## Appendix D – Consultant Services Agreement

### AGREEMENT

#### CITY OF FRESNO, CALIFORNIA

#### CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the [Day of the Month e.g., 1st] day of \_\_\_\_\_, [Year], by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and [Consultant Name], [Legal Identity] (hereinafter referred to as "CONSULTANT").

### RECITALS

WHEREAS, CITY desires to obtain professional [Kind of Service] services for [Describe Project], hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as a [Consultant's Profession] and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its \_\_\_\_\_ (hereinafter referred to as "Administrator") or his/her designee.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through [End Date], subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

### 3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed [ Fee Amount: e.g. Five Hundred Dollars (\$500.00)], paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

### 4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.



6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full

force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

#### 9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective

subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

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

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

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

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

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for

all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

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

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,

a California municipal corporation

By: \_\_\_\_\_

[Name]

[Title]



[Consultant Name], [Legal Identity]

ATTEST:

YVONNE SPENCE, CMC

City Clerk

By: \_\_\_\_\_

By: \_\_\_\_\_

Deputy

Name: \_\_\_\_\_

No signature of City Attorney required.  
Standard Document #ALL-S 3.1 has been  
used without modification, as certified by  
the undersigned.

Title: \_\_\_\_\_

(if corporation or LLC, Board  
Chair, Pres. or Vice Pres.)

By: \_\_\_\_\_

By: \_\_\_\_\_

[City Certifier Name]

[City Certifier Title]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Addresses:

(if corporation or LLC, CFO,  
Treasurer, Secretary or Assistant  
Secretary)

CITY:

City of Fresno

Attention: [Name],

[Title]

[Street Address]

Fresno, CA [Zip]

Phone: (559) [#]

FAX: (559) [#]

Any Applicable Professional License:

Number: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

CONSULTANT:

[Consultant Name]

Attention: [Name],

[Title]

[Street Address]

[City, State Zip]

Phone: [area code and #]

FAX: [area code and #]

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form

**Exhibit A**

**SCOPE OF SERVICES**

**Consultant Service Agreement between City of Fresno (“City”)  
and [Consultant Name] (“Consultant”)**

[Project Title]

PROJECT TITLE

[Describe Scope of Service]

**SCHEDULE OF FEES AND EXPENSES**

[Schedule of Fees and Expenses]

**Exhibit B**

**INSURANCE REQUIREMENTS**

**Consultant Service Agreement between City of Fresno (“CITY”)  
and [Consultant Name] (“CONSULTANT”)**

[Project Title]

PROJECT TITLE

**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- 1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

### **MINIMUM LIMITS OF INSURANCE**

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

OR\*

**PERSONAL AUTOMOBILE LIABILITY** insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate.
6. **CYBER LIABILITY** insurance with limits of not less than:
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate

#### **UMBRELLA OR EXCESS INSURANCE**

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

#### **2. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

#### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status

for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The *Workers' Compensation insurance policy* is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the *Professional Liability (Errors and Omissions) insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which Consultant is engaged with the City for such length of time as necessary to cover any and all claims

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

#### **VERIFICATION OF COVERAGE**

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

**Exhibit C  
DISCLOSURE OF CONFLICT OF INTEREST**

[Project Title]

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>

\* If the answer to any question is yes, please explain in full below.

Explanation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

(name)

\_\_\_\_\_

(company)

\_\_\_\_\_

(address)

\_\_\_\_\_

(city state zip)

Additional page(s) attached.

## 5.0 Vendor Response

Proposals must be structured, presented, and labeled in the format presented below. The required information for each section is presented in table 5.

Proposal Contents Checklist

Content	Completed
Transmittal Letter	
Proposer Information Form	
Table of Contents	
Executive Summary	
Section 1 – Company Background	
Section 2 – Company Qualifications	
Section 3 – References	
Section 4 – Proposed Solution	
Section 5 – Implementation Approach	
Section 6 – Other Response Requirements	
Section 7 – Pricing	
Section 8 – Additional Information	

Table 5 – Proposal Checklist



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- ◆ **Transmittal Letter** – The vendor proposal must provide a written transmittal of the proposal in the form of a standard business letter. The letter must be signed by a company officer empowered to bind the company to the provisions in this RFP and any contract award pursuant to it.
    - A high-level statement of the proposer’s credentials to deliver the services sought under the RFP.
    - A statement indicating the proposal remains valid for at least 120 days.
    - Identify the primary proposal contact name, mailing address, e-mail address, and telephone number.
    - A statement that the proposer or any individual who will perform work for the proposer is free of any conflict of interest (e.g., employment by the City) and, if so, the nature of that conflict.
    - A statement of acknowledgement that the City’s contract requirements identified in Section 2.10 and Consultant Services Agreement in Appendix D have been reviewed and accepted with or without qualification.
    - Statement of availability for the Proof of Concept scripted demonstration during the week indicated in Section 2.1, RFP Schedule of Events
  - ◆ **Table of Contents** – All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers identified in the Table of Contents.
  - ◆ **Executive Summary** – This section of the proposal should provide a brief and concise synopsis of the proposal and a description of the credentials to deliver the services sought in this RFP. The executive summary is limited to three (3) pages.
  - ◆ **Sections 1 through 7** – Templates are provided for the information requested in Sections 1 through 7.
    - Section 1.0 – Company Background
    - Section 2.0 – Company Qualifications
    - Section 3.0 – References
    - Section 4.0 – Proposed Solution
    - Section 5.0 – Implementation Approach

- Section 6.0 – Pricing
- Section 7 – Other Requirements

◆ **Section 8.0 – Additional Information** – In this section, provide an example of the software licensing and maintenance agreements. Also, include additional information to help the City evaluate the proposed solution and services, i.e. an example of the user manual, administrative manual, and training materials.

***Failure to provide the information as required will result in the proposal being considered nonresponsive and rejected.***

### Section 1. Company Background

Answer the following questions and provide the necessary documentation for each question.

Section 1 – Request	Vendor Response
1. Legal entity name	
2. Form of business (i.e. Corporation, LLC, etc.)	
3. Federal Employer Identification Number	
4. Identify if the organization is a subsidiary to a larger parent company. If so, whom?	
5. Provide a brief statement of the company’s background demonstrating longevity and financial stability	
6. State how long the proposer has been performing the services required in this RFP	
7. Identify the company headquarters, technical support and field office locations	
8. Description of the company’s number of employees	

Section 1 – Request	Vendor Response
9. Ongoing maintenance and support location and support hours provided in the Pacific Standard time zone	
10. Identify all subcontractors (including address and scope of work to be performed)	
11. Identify any pending litigation against the company	
12. Identify if the company has filed any bankruptcy or insolvency proceedings in last 10 years	
13. Identify any mergers, acquisitions, or sales within the last five years and provide details	

## Section 2. Company Qualifications

In this section of proposal, identify company qualifications and experience in implementing solutions similar to what the City is seeking in this RFP.

Section 2 – Request	Vendor Response
1. Describe your firm’s familiarity with land management systems and business processes, and experience with the requirements of the State of California.	
2. Describe your experience in implementing your land management system within California municipalities.	
3. Discuss your existing client base identifying the number of existing clients using the version/release of the software you are proposing. Clearly identify the number of California public agency installations.	
4. Briefly describe how your company measures customer satisfaction.	

### Section 3. References

Provide at least **five** references with at least three of the references for systems implemented in the last 4 years. The City strongly prefers references from California agencies and from references that provide services of similar size and complexity to the City.

**Present the references in the table format below.** Additional references may be provided (using this reference template).

Reference 1	Information
Customer Name	
Customer Contact Name, Title, Address, Phone, and E-mail	
Brief Project Description	
# of Users	
Municipality Population	
Current Status of the Project	
Current Software Release Version	
On Premise or Hosted Service	
Database Environment	
Modules Implemented	
Go-live Date	
Implementation Period (months)	
Implementation Cost	

Reference 2	Information
Customer Name	
Customer Contact Name, Title, Address, Phone, and E-mail	
Brief Project Description	
# of Users	
Municipality Population	
Current Status of the Project	
Current Software Release Version	
On Premise or Hosted Service	
Database Environment	
Modules Implemented	
Go-live Date	
Implementation Period (months)	
Implementation Cost	

Reference 3	Information
Customer Name	
Customer Contact Name, Title, Address, Phone, and E-mail	
Brief Project Description	
# of Users	
Municipality Population	
Current Status of the Project	
Current Software Release Version	
On Premise or Hosted Service	
Database Environment	
Modules Implemented	
Go-live Date	
Implementation Period (months)	
Implementation Cost	

Reference 4	Information
Customer Name	
Customer Contact Name, Title, Address, Phone, and E-mail	
Brief Project Description	
# of Users	
Municipality Population	
Current Status of the Project	
Current Software Release Version	
On Premise or Hosted Service	
Database Environment	
Modules Implemented	
Go-live Date	
Implementation Period (months)	
Implementation Cost	



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Reference 5	Information
Customer Name	
Customer Contact Name, Title, Address, Phone, and E-mail	
Brief Project Description	
# of Users	
Municipality Population	
Current Status of the Project	
Current Software Release Version	
On Premise or Hosted Service	
Database Environment	
Modules Implemented	
Go-live Date	
Implementation Period (months)	
Implementation Cost	

## Section 4. Response Requirements Template

Proposers are required to fully complete this section in their proposals.

General Requirements	Yes	No	Additional Information/Explanation
<b>User Interface</b>			
1. The user interface should be browser based (preferred)			
2. The user interface should follow a set of rules consistent with web-based applications, e.g. "F1" for help, "Ctrl-P" for print, "Ctrl-S" for save, etc.			
3. The users should be able to visually identify mandatory fields and unused fields should not be included on any screens			
4. Provide the ability to add user defined fields to screens and tables and to use these fields in reporting			
<b>Error Handling</b>			
5. Provide field validation (i.e. for date and number fields that are validated against tables or specific values in a pulldown list			

General Requirements	Yes	No	Additional Information/Explanation
6. Validate mandatory fields before allowing user to progress to the next screen and/or save the record			
7. Prompt user before taking irreversible actions			
<b>Workflow</b>			
8. Provide best practice workflow templates for core transactions			
9. Allow the City to configure workflows based on business rules			
10. Workflow capabilities should exist for all transactions with sequential activity			
11. Automatically notify a user when action is needed			
12. Support a paperless environment to gather plan review and building review comments from multiple reviewers			

General Requirements	Yes	No	Additional Information/Explanation
<p>13. Provide the ability to direct work to specific individuals or classes of individuals including:</p> <ul style="list-style-type: none"> <li>a. The ability to specify the business rules for the assignment of work to individuals</li> <li>b. The ability to specify the conditions which will trigger automated notifications and/or escalation of the item to a designated supervisor</li> </ul>			
<p>14. To maintain GIS land layers for Existing Land Use, Planned Land Use, Existing Zoning, Planned Zoning, City Limits and Circulation, generate an email notification when a building is demolished, a final inspection is completed, there is a change of occupancy, a tract map is finalized, an annexation, rezone, plan or amendment occurs and when an official plan line is approved</p>			
Information Exchange			

General Requirements	Yes	No	Additional Information/Explanation
15. The solution should provide an Application Program Interface (API) that enables the City to define both the inbound and outbound interfaces using a variety of protocols including, but not limited to, XML, delimited ASCII and .txt files			
16. The API should provide the ability to specify the editing criteria (including both field validation and consistency edits) to be applied to inbound transactions			
17. The API should be linked to both workflow and business rules so that the City can specify conditions which trigger the generation of an outbound interface transaction			
<b>Data Inquiry, Reporting and Analysis</b>			
18. Enable staff to create and/or obtain reports or to export data with minimal training or assistance from the IT Department			
19. Provide on-screen inquiry and ability to print results			

General Requirements	Yes	No	Additional Information/Explanation
<p>20. Provide robust search/inquiry capabilities for data analysis and inquiry. Examples include:</p> <ul style="list-style-type: none"> <li>a. User-selectable search criteria including ranges</li> <li>b. Ability to perform searches or a combination of fields using “and” “or” conditions</li> <li>c. Search “null” values</li> <li>d. Search with wildcards</li> <li>e. Apply “contains”, “greater than”, “less than” and “between modifiers</li> </ul>			
<p>21. Provide the ability to limit queries and reports by default to the user’s organization/sub-unit and security profile</p>			
<p>22. Provide the ability to easily export search results directly to Excel, .PDF, etc.</p>			
<p>23. Provide the ability to save frequently run inquiries/reports to personal and/or workgroup favorites</p>			

General Requirements	Yes	No	Additional Information/Explanation
24. Provide the ability to publish inquiries/reports for use by other staff with system access and with results constrained based on the security profile of those users			
25. Provide the ability to schedule when reports are run under automatic control			
26. Provide ability to modify existing inquiries and reports to include new data elements			

General Requirements	Yes	No	Additional Information/Explanation
<p>27. Ability to provide the reports including</p> <ul style="list-style-type: none"> <li>a. Reports in Appendix B</li> <li>b. Building permits issued with value over \$1,000</li> <li>c. Finalized permits by census tract</li> <li>d. Special jurisdiction fees collected (school, sewer, etc.) for pass through to other agencies</li> <li>e. Permits by class code and census tract</li> <li>f. Permit type by class code (i.e. Residential category with the number of permits and value for single family, additions, alterations, repairs, garage, etc.)</li> <li>g. Daily report of electric and gas meters approved that is emailed to Pacific Gas and Electric</li> <li>h. Report listing of expired permits</li> </ul>			
Document Management/Attachments			
<p>28. Provide a discussion of the implementation of document management in your product including capabilities and limitations and your experience with Laserfiche</p>	<p>Yes or No Response Not Required</p>		



General Requirements	Yes	No	Additional Information/Explanation
29. Allow attachment of multiple media types (audio, digital photos, video, scanned images)			
<b>System Security</b>			
30. Robust security capabilities with the ability to integrate to Microsoft Active Directory			
31. Role based user security profiles			
32. System security to control access to applications, menus, fields by role or individual user			
33. Audit trail to identify create, read, update and delete access			
34. Audit logging to allow authorized staff to easily determine the source of each transaction to include user ID, date and time			
<b>Functionality</b>			
35. All transactions should be processed in real-time and immediately available for inquiry and reporting			
36. Provide an online knowledge base to assist users with application use			

General Requirements	Yes	No	Additional Information/Explanation
37. With user security rights, the ability to add warnings or flags with notices or restrictions to addresses or APN's			
38. Ability to provide electronic plan acceptance and review (no paper plans)			
39. Ability to accept developer's deposits, track deposit available and provide a monthly report with beginning balance, fees applied and remaining balance for each developer deposit			
<b>System Interface Requirements (Identified in Section 3.10)</b>			
40. ESRI GIS			
41. PeopleSoft			
42. Cashiering			
43. Reports to Fresno Public Utilities Department			
44. Reports to Fresno County			
45. Laserfiche Document Management System			
46. Selectron Interactive Voice Response			
47. PublicStuff			

General System Characteristics	Yes	No	Additional Information/Explanation
<b>Requirements</b>			
1. Ability to support the City’s activity measurements by Level 1, 2, 3 or 4 complexity; ability to compare actual application processing times with the established timeframe for each Level; provide reports with a date range, year to date, this month compared to this month last year, etc.			
2. Provide a web portal for customer access to view the status of planning applications, permit applications, view conditions of approval, request inspections, view inspection results, report code violations, and make payments			
3. An online module to assist citizens with understanding the development process and requirements and to help businesses launch faster, i.e. zoning information, online permit applications			

General System Characteristics	Yes	No	Additional Information/Explanation
4. Comprehensive search ability into active and historic records by street name, street number, APN, developer, contractor, plan check number, building permit number, owner name, general project description, tract number, parent parcel number, business name, etc.			
5. Ability to generate email from within the application to parties included on the application or to other contacts, and to view the associated email correspondence from within the application record			
6. Provide user defined fields for added information flexibility and use in reporting			
7. Ability to store master files for architects, contractors, owners, tenants, engineers and developers including contact information (including multiple telephone numbers and email addresses) and license numbers			

Design Review Committee (DRC) Requirements	Yes	No	Additional Information/Explanation
1. Provide an online DRC pre-application entry			

Design Review Committee (DRC) Requirements	Yes	No	Additional Information/Explanation
screen with the ability to attach and upload drawings and other relevant documents			
2. Ability to route the pre-application and uploaded documents to internal departments/divisions			
3. Generate a report for use in creating an agenda for the DRC meeting			
4. Provide the ability for the internal department/divisions to submit their comments to the assigned Planner			
5. Allow standard comments to be available in a dropdown menu to reduce the amount of data entry			
6. Allow the Planner to create a letter to the applicant that contains all of the department/division comments			
7. Provide the ability to report DRC activity, i.e. the number of DRC applications received by data range along with information about the proposed project (i.e. project name, location, developer, owner)			

Planning Division Requirements	Yes	No	Additional Information/Explanation
1. Ability to identify a project, i.e. a subdivision, and manage the processes tied to a subdivision			
2. Ability to identify project types in a dropdown menu for reporting and inquiry (i.e. cell tower, recycling, multifamily)			
3. Ability to enter a Planning application and link it to an area in GIS without a specific address or a specific parcel (i.e. half of a parcel, two or three parcels)			
4. Electronic routing, review and comment by internal and external reviewers (identified in Appendix C)			
5. Ability to reference a library of standard comments and to edit, cut and paste as needed			
6. Ability to create user friendly templates for complex documents (i.e. approval letters, conditions of approval)			

Planning Division Requirements	Yes	No	Additional Information/Explanation
7. Workflow to identify internal and external reviewers and notify the reviewers of the assignment			
8. Ability to track the dates that plans were received, routed for review, and the date the plan review is due from each reviewer			
9. Ability to identify why and when internal review is delayed while waiting for additional information from the applicant			
10. Automatic notification to the plan reviewer and to the Planner if the review is not completed by the due date			
11. Ability to identify the date the plans are returned to the applicant, and an automatic notification when a specified number of days has passed without input from the applicant to facilitate staff follow-up with the applicant			
12. Allow the applicant to view hold times and the reason for a hold (i.e. waiting for information from the architect)			

Planning Division Requirements	Yes	No	Additional Information/Explanation
13. Ability to monitor the assigned reviewers, the date assigned and the status of the reviews			
14. Ability for management to reassign reviewers			
15. Ability to track a deferred plan check (i.e. for landscape) with an automatic notification after a specified number of days if the deferred plans have not been submitted by the applicant			
16. Corrections by a reviewer to activate project approval or, if the required changes are extensive, may require redistribution re-routing to the applicable departments/divisions			
17. Ability to generate reports measuring the application review activity (i.e. number of days to process) with a from/to date and to compare current activity to previous months/quarters/years			
18. Manage California Environmental Quality Act (CEQA) filing date, level of review, studies, notes, documents and deadlines			



Planning Division Requirements	Yes	No	Additional Information/Explanation
19. Configurable system-generated Public Hearing Notices including case number, application, location, project location and CEQA determination			
20. Online ability to view all Planning activity for an address in GIS and in system inquiry			
21. Require payment for over-the-counter plan check activity before the approval letter is generated and provided to the applicant			
22. Ability to generate warning letters to applicants whose application will expire and update the record the applicant was notified; then notify the applicant of the expiration if the applicant does not take action			
23. Prevent the issuance of a building permit until Planning indicates the entitlement process is complete			
24. Provide online ability to view public information for Planning applications (i.e. location, type of permit)			

Planning Commission and City Council Meetings	Yes	No	Additional Information/Explanation
1. The ability to track applications that will require the approval of the Planning Commission and City Council to allow advance planning prior to meeting agenda creation; associate applications with the scheduled Planning Commission/City Council meeting schedules and view the items associated with each meeting date			
2. Record actions taken by the Planning Commission and City Council (i.e. approved, conditional approval, denial, continued); include the ability to attach letters to the project representative specifying the action taken			
3. Ability to generate Planning Commission resolutions based on project information			

Building Division Requirements	Yes	No	Additional Information/Explanation
<b>Building Permits</b>			
1. Over-the-counter permits are issued for building activity that does not require the approval of plans (i.e. residential water heater or re-roof permit); provide the ability to generate an invoice for payment to the cashier and when payment is made, generate the permit			
2. Calculate all building permit fees			
3. Workflow to identify the required reviewers and notify the reviewers of the assignment			
4. Provide a library of standard corrections and allow all review comments to be combined into one document to generate a letter to the applicant			
5. Track the expiration of deferred plan check (i.e. truss, stairs) and if expired, prevent inspection requests until resolved; notify the applicant that the deferred plan check is due			

Building Division Requirements	Yes	No	Additional Information/Explanation
6. Provide a pop-up notification to identify addresses with code enforcement activity to prevent issuance of a building permit			
7. Ability to track the date plans were received and routed to reviewers, the date comments are due and notification if the review is not completed timely			
8. Ability to identify development in the City's growth areas identified in GIS by finalized building permits; track the value of the investment and generate reports by growth area with a date range			
9. Ability to track the locations of plans when corrections are required (i.e. the plans were picked up by the architect) and the date the plans were picked up			
10. Automatically generate a report to identify applicants that have not responded to correction notices after a specified number of days			

Building Division Requirements	Yes	No	Additional Information/Explanation
11. Ability to generate warning letters to applicants whose permits will expire and update the record that the applicant was notified			
12. Ability to “close” a building permit due to inactivity			
13. Ability to enter new fee codes prior to the effective date of the rate change			
<b>Building Inspections</b>			
14. Prevent scheduling an inspection if fees are due			
15. Provide remote system access for the inspectors using a mobile device to view the permit application, plans, the results of previous inspections, and to result inspections			
16. Provide a dropdown menu with common inspection results to limit the amount of data entry required			

Building Division Requirements	Yes	No	Additional Information/Explanation
17. Ability to complete an unscheduled inspection while in the field and enter the inspection results using mobile access			
18. Ability to attach photos and video to inspection records while using the mobile device			
19. Ability to provide a suggested route for the day's inspections and allow modifications to the route			
20. Ability to generate a report to identify applicants with issued building permits that have not requested an inspection within a specified number of days			
21. Provide the inspector with a checkoff to confirm the inspector has received all paperwork			
22. Ability to generate a report to identify applicants that have not responded to correction notices after a specified number of days			

Building Division Requirements	Yes	No	Additional Information/Explanation
23. Centralized approval process to view the final approval status for all required approvers to identify any outstanding issues that would prevent scheduling the final inspection			
Certificate of Occupancy			
24. Ability within the system to verify all conditions of approval are completed, i.e. the dedication of 10 feet of roadway			
25. Ability to track the expiration of Safe to Stock permits			
26. Ability to track the expiration of 90-day Certificate of Occupancy			
27. Ability to generate the Certificate of Occupancy and record the date it was issued			

Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
1. Ability to designate a geographic area for each Code Enforcement Officer			

Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
2. Ability to designate Special Code Enforcement Teams that may work throughout the City, i.e. Tire Grant, Demolition, Conditional Use Permit			
3. Ability to easily re-assign cases to balance the workload			
4. Ability to easily re-assign cases to a new Officer in the event of an employee separation			
5. Ability to populate a case with information from GIS			
6. Ability to prioritize complaints based on the impact of the violation on the community; situations that appear to pose a serious risk to health and safety are given top priority			
7. Ability to issue and track a Notice of Violation that will result in a citation in the event of failure to comply and create a re-inspection date (which is 18 days after the Notice of Violation)			



Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
8. Ability to track multiple violations and types to one case with different due dates			
9. Ability to consolidate multiple violations into one case letter and easily reference the associated building or municipal code			
10. Ability to add an additional Special Team to the Code Enforcement Division and add new staff to the Team			
11. Issue a pop-up notification of Code Enforcement activity to prevent issuance of a building permit before the Code Enforcement activity is resolved			
12. The ability to generate an email from the case and to view all email activity from within the case			
13. Ability to link photos, video and audio to the case			
14. Provide access to Code Enforcement information only to those with approved security rights			

Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
15. Maintain history of citations by property and person (owner or tenant) including the case timeline and case type for inquiry			
Citation Issuance and Collection			
16. Ability to issue a citation and create an accounts receivable record for \$200 if noncompliant after the Notice of Violation			
17. After a re-inspection, the ability to issue a second citation in the amount of \$400 for continued noncompliance			
18. After a re-inspection, the ability to issue a third citation			
19. The ability to generate monthly statements for citations and add a penalty of 1.5% of the original amount every month (the amount of the penalty does not change; it is not a penalty on top of the previous total amount due)			
20. The ability to identify unpaid citations for referral to a collection agency			

Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
21. Ability to issue a Notice and Order for risks that are more serious to health and safety			
22. Ability to add the cost for abatement (when the City abates the condition) and issue a Notice of Cost Abatement			
23. Ability to issue a Management of Real Property order when there are excessive calls for Police service or other City resources; the citation schedule is \$1,000, \$10,000 and \$50,000			
24. Ability to support the Vacant Building Ordinance requiring the property owner to provide the City with a plan to maintain the property; the citation schedule is \$1,000, \$3,000 and \$7,500			
25. Ability to add administrative staff time to all types of citations			
26. Ability to automatically generate a receipt when payment is received			
Lien Processing			

Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
27. Ability to identify unpaid penalties and additional fees for noncompliance (other than the citation amount that is referred to a collection agency) to place a lien on the property with the County; liens are requested twice a year			
28. Ability to add the County's fee for creating the lien to the amount due			
29. When the County collects the lien and pays the City, create a notice to the property owner with the fee due to the City to release the lien			
30. When the fee is paid, submit a lien release request to the County			
31. Provide the ability to research liens by property address and owner's name			
<b>Remote Access Using a Mobile Device</b>			
32. Ability to route the day's inspections (for both new cases and re-inspections) for each Code Enforcement Officer with the ability to add stops			

Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
33. User friendly mobile access to the system for inquiry and updates; dropdown menus to allow the inspector to populate a letter while working remotely and have the administrative staff at the office print the document			
34. Access to GIS to identify the location where the Officer is physically located and view property owner information			
35. Ability to view activity around the physical location of the Officer, (i.e. whether a building permit has been issued) and to view other code enforcement activity in the area			
36. Ability to open a new case while working remotely			
Appeals			
37. Ability to track appeal activity and cease all remediation efforts until the appeal is resolved			
Reporting			

Code Enforcement Division Requirements	Yes	No	Additional Information/Explanation
38. Standard reports to present all open cases by Officer and cases without activity for a specified number of days			
39. Ability to generate activity report to support reimbursement to the City, i.e. the lead based paint program from County Environmental Health			
40. Ability to generate queries and ad hoc reports with various criteria and detail			

Public Works Department Requirements	Yes	No	Additional Information/Explanation
<p>1. Support the Public Works Traffic and Engineering Division traffic planning, plan check and permit services, right of way, special districts, urban growth management and impact fees, and Community Facilities Districts.</p>			
<p>2. Support Public Works participation in conditional use permits, vacation, right of acquisition for traffic signal, tract maps and parcel map</p>			

Fire Department Requirements	Yes	No	Additional Information/Explanation
1. Support applications and permit issuance for Fire Sprinkler Systems, Special Suppression Systems, Fire Sprinkler Monitoring, Fire Alarm Systems, Above Ground Tanks and Luminescent Markings			
2. Support hourly plan review fees and fees per device			
3. Generate an email notification to Fire Prevention when a building is demolished			



Cashiering Requirements	Yes	No	Additional Information/Explanation
1. Ability to accept cash			
2. Ability to accept credit cards using the City's cashiering application			
3. Ability to accept developer's deposits and prevent a system transaction when the funds available are less than the fee due			
4. Process "ID billing" used for land management fees for internal departments			

Fee Calculation Requirements	Yes	No	Additional Information/Explanation
<p>1. A comprehensive ability to calculate various fees is required. The screen should prompt the operator to enter the appropriate fee criteria based on the type of fee. Fees calculations include:</p> <ul style="list-style-type: none"> <li>a. Permit type and subtype</li> <li>b. Flat fee</li> <li>c. Percentage of other fees</li> <li>d. A flat fee plus a percent of the number of square feet</li> <li>e. Valuation</li> <li>f. Special district fees applicable to property located within geographic zones as identified through an interface with GIS</li> <li>g. Various “each” fees for the number of fixtures, sprinklers, bedrooms, lawn sprinklers, etc.</li> <li>h. Fees based on quantity variables (one rate “up to”, another rate “over” a specific quantity) and on building use</li> <li>i. SMIP</li> <li>j. Ability to apply special inspection fees, i.e. an hourly rate for inspections outside of normal business hours</li> </ul>			

Fee Calculation Requirements	Yes	No	Additional Information/Explanation
2. The ability to override calculated fees (controlled in the system by security)			

Data Conversion Requirements	Yes	No	Additional Information/Explanation
<ul style="list-style-type: none"> <li>◆ Convert all data from the HTE Building and Permitting, Planning and Zoning, Land Management, Code Enforcement and Miscellaneous Receivables applications                             <ul style="list-style-type: none"> <li>a. 33,699 Planning Applications</li> <li>b. 229,553 Building Permit Applications</li> <li>c. 15,441 Fire Permit Applications</li> <li>d. 333,919 Code Enforcement Cases</li> </ul> </li> </ul>			

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## Section 5. Implementation Approach

Section 5 – Identify the implementation approach clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the proposer and those performed by the City. Respond to the following information requests.

1. Provide a project organizational chart highlighting the key people who will be assigned to accomplish the work required by this RFP and illustrating the lines of authority. Designate the individual responsible for the completion of each service component and deliverable of the RFP. Provide brief resumes for the project manager and assigned project personnel assuming the proposed timeline.
2. Describe your implementation methodology and approach. This includes the tools and techniques that will be used, proprietary methodologies that the firm will employ, the staffing model and other elements deemed relevant for this engagement.
3. Describe the roles and responsibilities of both the City staff and proposer staff during each phase/component of implementation. In addition, provide an estimated level of effort for the City staff during implementation.
4. Describe your training methodology and how you ensure users are prepared to use the new system. Provide sample training documentation.
5. Describe your project management methodology and activities that will be performed during implementation.
6. Describe your change management methodology and activities that will be performed during the implementation.
7. Describe your user acceptance methodology and the responsibilities of City staff during testing.
8. Describe your conversion methodology that will be used to implement the new system.
9. Describe what documentation will be delivered during the implementation.
10. Describe how required custom reports will be completed for the City and the associated cost. Required reports must be available for acceptance testing prior to go-live.

Section 5 – Identify the implementation approach clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the proposer and those performed by the City. Respond to the following information requests.

11. Provide detailed task/activity listing that identifies resources, level of effort, and timeline.

12. Describe how the implementation could be completed in phases and the associated fee payment structure. If a phased implementation is not recommended, explain why not.

## Section 6. Other Response Requirements

Answer the following questions and provide the necessary documentation for each question.

Section 6 – Request	Response
1. Help desk processes and procedures to include methods of support (i.e. online, telephone, etc.)	
2. Hours of support (stated in Pacific Standard Time)	
3. After-hours support	
4. Escalation procedures	
5. Response time commitments	
6. Identify user groups and/or user conferences	
7. Describe ongoing training resources available to users. Describe the training available to employees that begin working for the City after the system go-live.	
8. Describe user and administration documentation. Provide representative samples of user and administration documentation.	
9. Describe the hosted or SaaS services available to the City. (The City requests pricing for both hosted and on premise solutions.)	

Section 6 – Request	Response
10. Recommend the hardware configuration and specifications for the new system. Describe the new system client (i.e. client/server, thin client, zero client, etc.) and any desktop and mobile requirements. Review the City’s technical standards and state if your proposed solution deviates from the standards.	
11. Describe requirements for maintaining a test environment separate from the production environment (for both hosted and on premise solutions.)	
12. Describe the frequency that application patches and releases have been made available within the past two years. Clearly identify the roles and responsibilities of the City to complete updates.	
13. Describe how the new system supports document management and the ability to leverage the City’s investment in Laserfiche.	
14. Discuss your company’s philosophy and approach to ongoing research and development of the new system.	

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## Section 7. Pricing

Vendors are required to submit pricing using the price sheet templates presented below. On request, the City will provide a Microsoft Excel file that contains these price sheets.

The price sheets include the following sections:

- Software License and Maintenance
- Implementation Services
- Data Conversion
- 3rd Party Products
- Optional Offerings
- Travel
- Professional Services Rates

The City requests pricing for both hosted and on-premise solutions.



**Software License and Maintenance**

<b>Proposer Name:</b>							
Description	# of Licenses	One-Time License Cost	Annual Maintenance Fee				Vendor Notes and/or Assumptions
			Year 1	Year 2	Year 3	Year 4	
<b>Permitting System Modules</b>							
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal - Permitting Modules</b>		\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Other Modules (i.e. system tools, reporting, etc.)</b>							
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal - Other Modules</b>		\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Application Licensing Fees</b>		\$ -	\$ -	\$ -	\$ -	\$ -	

**Implementation Services**

<b>Proposer Name:</b>				
<b>Permitting Application</b>				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
<b>Subtotal - Financial Management</b>	-	\$ -	\$ -	
<b>Other Modules</b>				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
Project Management	-	\$ -	\$ -	
Training	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
<b>Subtotal - Other Modules</b>	-	\$ -	\$ -	
<b>Total - Implementation Services</b>	-	\$ -	\$ -	

**Data Conversion**

<b>Proposer Name:</b>				
Category	Hours / Module	Rate	Conversion Fee	Conversion Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
<b>Total - Conversion</b>	-	\$ -	\$ -	

**Third Party Products**

<b>Proposer Name:</b>		
<b>3rd Party Product Description</b>	<b>Cost</b>	<b>Notes / Assumptions</b>
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Total - 3rd Party Products</b>	<b>\$ -</b>	

**Optional Offerings**

<b>Proposer Name:</b>		
Product/Solution Description	Cost	Notes / Assumptions
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
<b>Total - Optional Offerings</b>	<b>\$ -</b>	

**Travel Price Sheet**

<b>Proposer Name:</b>				
Trip Descriptions	# of Trips	Cost Per Trip	Total	Notes / Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
<b>Total Travel Expenses</b>	-	\$ -	\$ -	

**Professional Services Rate Sheet**

<b>Proposer Name:</b>		
Resource Category	Hourly Rate	Notes / Assumptions
Project Management	\$ -	
Trainer	\$ -	
Conversion Support	\$ -	
Programmer	\$ -	
Business/Systems Analyst	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	

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## Section 8. Additional Information

In this section, provide an example of the software licensing and maintenance agreements. Include additional information about your company and your product to help the City evaluate the proposed solution and services, i.e. an example of the user manual, administrative manual, training materials, etc.