

**Council Meeting: April 26, 2011****SUBJECT: Award of Contract to Provide a Permitting Software System for the Department of Community Development (F0905-102)****BACKGROUND**

Approval is requested for the award of a contract in the amount of \$490,373, to Municipal Software (MS Govern) of Victoria, British Columbia, a division of N. Harris Computer Systems, to provide and install a permitting software system and for a 15% project contingency in the amount of \$73,556.

The Departments of Community Development (Building and Planning Divisions), Public Works (Land Development Engineering Division), and Public Safety (Neighborhood Preservation Division) currently use the "SunGIS" system for accepting, tracking, fee calculation and collection, issuing, and recording inspections for development permits and code compliance cases. The Economic Development Division of the Office of City Manager also uses the current SunGIS application to track businesses, generate statistical reports, and track business contacts/visits.

The current system was developed over the last fifteen years using Visual Basic 6.0, which is widely considered an outmoded, legacy programming language. The application architecture used requires increasingly more effort to implement new features and business rules changes, which makes SunGIS costly to maintain.

Current software technology has far surpassed the existing platform. The permitting software application proposed by MS Govern (CityView) is based on current Microsoft .NET 3.5 Smart Client technology, and favors end-user configuration of business rules and work flows over Information Technology customization, while providing the Department of Information Technology with the tools to extend the application in support of changing business requirements, as needed.

DISCUSSION

Request for Proposals No. F0905-102 was developed by Finance, Community Development, Public Works Engineering, Public Safety Neighborhood Preservation and Information Technology staff. The Request for Proposals (RFP) process was selected because, unlike an Invitation for Bids, it allows for consideration of factors in addition to cost to select an alternative that provides

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the best overall value to the City. In this instance, staff determined that proposals would be evaluated based upon the following criteria:

- Overall System Functionality, 120 points
- Implementation Plan, 40 points
- Training, 20 points
- Ongoing Maintenance and Support, 20 points
- References, 20 points
- Total Cost to the City, 80 points

On July 20, 2010 Request for Proposals (RFP) No. F0905-102 was issued and directly distributed to nine firms known to have participated in similar projects. In addition, the RFP was advertised on the City's website and notification of the project was distributed to other potential consultants through the Onvia DemandStar public procurement network. Twenty-six firms requested proposal documents.

On August 18, 2010 six responsive proposals were received, as follows:

<u>Proposer</u>	<u>Cost</u>
New World Systems, Troy, Michigan	\$247,375
CRW Systems Inc., San Diego, California	\$424,670
Sungard Public Section, Lake Mary, Florida	\$591,507
MS Govern, Victoria, British Columbia	*\$619,276
PermitSoft, Inc., Palo Alto, California	\$632,000
EnerGov Solutions, Duluth, Georgia	\$697,054
*MS Govern cost is original proposed cost. After contract negotiations cost was reduced to \$490,373, including the first year of maintenance which will begin upon the go-live date.	

The evaluation committee was led by the Purchasing Division and included representatives of the Departments of Finance, Information Technology, Community Development, Public Works Engineering and Public Safety Neighborhood Preservation.

Following a comprehensive review of the written proposals, three proposers were selected to attend an onsite interview to discuss their proposals. Based on the interviews the top two proposers were identified and staff visited one location and arranged a WebEx presentation where the top two have previously installed permitting software systems. The committee unanimously agreed that the proposal submitted by MS Govern offers the best value to the City for the following reasons:

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- System meets functionality requirements and technology proposed is state of the art.
- Demonstrated ability to track detailed aspects of a project.
- Solid GIS integration/functionality.
- Allows City significant flexibility to configure the system and create new applications using an Application Builder Tool rather than paying additional customization costs to the vendor over time (no other system evaluated contained this unique feature).
- The proposal implementation plan is clearly defined and detailed.
- Proposed a flexible training schedule, for use of system by City staff.
- Ongoing maintenance and support clearly defined.
- Purchase cost comparable with the other systems evaluated, and future customization costs will be minimized with the Application Builder Tool.

Based upon the information presented above, staff recommends award of contract to the firm of MS Govern to provide and install a permitting software system. This system provides the best overall value to the City given its functionality, competitive pricing and flexibility, especially in minimizing future customization costs with the use of the Application Builder Tool.

FISCAL IMPACT

The contract amount is \$490,373 (which includes the first year maintenance and support cost of \$40,750) and the 15% contingency is \$73,556, for a total contract amount of \$563,929. Funds for the contract are available in the Information Technology Equipment Replacement Fund. Beginning in year two, a separate annual maintenance and support contract will be issued under the City Manager's award authority. Second year maintenance and support costs will increase by 3% to \$41,973 per year, with nominal increases expected thereafter. Future maintenance and replacement costs will be covered by the Technology Fee that is applied to all development related fees.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same form as the attached draft and in the amount of \$490,373, to MS Govern, a division of N. Harris Computer Systems, to provide and install a permitting software system; and
2. Approve a 15% project contingency in the amount of \$73,556.

Reviewed by:

Grace K. Leung, Director of Finance
Prepared by: Pete Gonda, Purchasing Officer

Reviewed by:

Cuong Nguyen
Director, Information Technology

Reviewed by:

Hanson Hom
Director, Community Development

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. Draft Software License, Implementation, Support and Maintenance Agreement

ATTACHMENT A

DRAFT

**SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND
MAINTENANCE AGREEMENT**

BETWEEN

MS GOVERN, A DIVISION OF N. HARRIS COMPUTER CORPORATION

- and -

CITY OF SUNNYVALE

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**SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT made as of the _____ day of _____, _____.

BETWEEN:

**MS GOVERN, A DIVISION OF N. HARRIS COMPUTER
CORPORATION**
("Consultant")

- and -

CITY OF SUNNYVALE
("Organization")

RECITALS

1. The Consultant owns the Software (as defined below);
2. The Organization wishes to (a) acquire a license to utilize the Software, (b) retain the Consultant to perform the Services (as defined herein), and (c) enter into a support and maintenance contract (Schedule "D").
3. The Consultant wishes to (a) grant the Organization a license to utilize the Software, and (b) provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this Software License, Implementation and Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement.

- (b) **“Change Order”** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement.
- (c) **“Completion of Services”** means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Confidential Information”** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information.
- (e) **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software.
- (f) **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.
- (g) **“Go-Live”** means the event occurring when the Organization first uses the Software as the Organization’s predominant Software.
- (h) **“Required Programs”** has the meaning set out in Section 3.3(b) hereof.
- (i) **“Services”** has the meaning set out in Section 3.1 hereof.
- (j) **“Source Code”** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture

standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

- (k) **“License”** means the non-exclusive license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization’s server computers to enable users to access and use the Software.
- (l) **“Software”** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule A.
- (m) **“Support and Maintenance Agreement”** has the meaning set out in Section 3.4 hereof.
- (n) **“Warranty Period”** means a period of twelve months from the date of Software installation, during which time the Consultant shall correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 4.3 of this Agreement.

1.2 Time of the Essence

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 Contract Documents

The complete Agreement consists of the main body of this Agreement along with the Schedules described below and attached hereto. The Schedules appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -	Description of Software
Schedule "B" -	Implementation Process and Timetable
Schedule "C" -	Fee Structure and Payment Schedule
Schedule "D" -	Support and Maintenance Agreement
Schedule "E" -	Sample Change Order
Schedule "F" -	Consultant response to Organization's RFP (including any amendments or revisions thereto)
Schedule "G" -	Organization's RFP No. F0905-102
Schedule "H" -	Software not selected – if applicable
Schedule "I" -	CityView Application Builder, Correct Usage Protocol
Schedule "J" -	Addendum

Any and all obligations of the Organization and the Consultant are fully set forth and described herein. In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control. In addition, the Consultant's response to the Organization's RFP shall take precedence over the Organization's RFP.

ARTICLE II SOFTWARE LICENSES

2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the "License").

Any Software furnished by Consultant in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System. Organization agrees that the original copy of all Software furnished by Consultant and all copies thereof made by Organization are and at all times remain the sole property of Consultant.

Any License granted under this Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing

testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality.

Within one (1) year after the date of this Agreement, Organization may optionally license from Consultant any of the Software identified in Schedule J for the corresponding prices listed in Schedule J. After the expiration of the one (1) year period, prices for the Software identified in Schedule J are subject to change in Consultant's sole discretion.

2.2 Term of License

The License granted herein shall commence on the date of this Agreement and shall remain in effect until Organization ceases payment of the Annual Maintenance Fee unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement without the prior written consent of Consultant.

Organization requires a separate License for each computer system or environment into which the Software or any portion thereof is read in machine-readable form for operation on such system or environment in a production environment. In addition each License permits the Organization to use the Software in (1) a test environment, (2) a training environment and (3) on a back-up or disaster recovery system.

Within thirty (30) days after discontinuance or termination of the License for any reason, including termination resulting from a breach by the Organization beyond the applicable notice and cure periods as provided in this Agreement, Organization shall deliver to Consultant the Software and all copies thereof in whichever form, including partial copies which may have been modified by Organization or Consultant. Alternatively, the Software and other related materials may be disposed in accordance with written instructions from Consultant. Notwithstanding the foregoing, Organization shall be permitted after the termination of the License to retain a copy of the database and city data for record purposes.

The Software and related materials supplied by Consultant are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Consultant remain with Consultant. Use of the Software and related materials supplied by Consultant is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. Organization may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Consultant.

2.4

Derivation, Modification and Copyright

- (a) The Organization agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.
- (b) The Organization shall have no right to modify the source code of any of the Software supplied by the Consultant for Organization's use under this Agreement without the prior written approval and direction of the Consultant. Nothing in this section shall prohibit the Organization from making changes to the Software using the CityView Application Builder.
- (c) The Organization agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by Organization's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. The Organization agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional Licenses at the Consultant's then current charges.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's use so long as all required proprietary markings are retained on all duplicated copies.

2.5

Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary and confidential information of the Consultant which shall, at all times, remain the property of the Consultant. Through the grant of licenses pursuant to Section 2.1, the Organization is only entitled to use of the Software in accordance with the terms of this Agreement.
- (b) The Organization will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) No third party, other than duly authorized agents or employees of the Organization authorized pursuant to the Licenses issued hereunder, shall have access to or use of the Software.

- (d) In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software, with prior arrangement with reasonable notice and agenda for requested visit.

2.6 Provision of Source Code

- (a) The Organization's ability to utilize the Software will be seriously jeopardized if the Consultant fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Organization for the Organization's use in satisfying the Organization's maintenance and support requirements. Therefore, the Consultant agrees that if an "Event of Default" occurs, then the Consultant shall promptly provide to the Organization one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An Event of Default shall be deemed to have occurred if the Consultant: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Consultant has not promptly cured such failure despite the Organization's demand that the Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Consultant set forth in this Agreement.
- (c) The Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, an executable that will allow generation of license keys and all other available material necessary to allow a reasonably skilled programmer to access the Software without the assistance of the Consultant.
- (d) The governing License for the Software includes the right to use Source Code received under this Section as necessary to modify, maintain, and update the Software.

- (e) The Consultant will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software in use by the Organization. The Organization shall pay the fees for new account set-up and annual fees of the Escrow Agent for services provided, including any fees to add the Organization as a beneficiary to such escrow and any verification and testing of the escrow deposit which may be undertaken by the Escrow Agent at the Organization's request. The Consultant's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Consultant of its obligations to the Organization described in this Section.
- (f) If, as a result of an Event of Default, the Consultant fails to provide required support services, then any periodic license fee which the Organization is required to pay under this Agreement for Software shall be reduced to reflect such lack of support services. At such time as the Consultant commences offering the support services described in this Agreement for Software, the Organization may obtain such support Services as provided for elsewhere in this Agreement.

2.7 Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III CONSULTING SERVICES

3.1 The Consultant's Services

In order to achieve the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to the Consultant's Software substantially in accordance with the timetable attached hereto as Schedule "B".
- (b) Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the timetable attached hereto as Schedule "B".
- (c) Provide the training substantially in accordance with the timetable attached hereto as Schedule "B".
 - (i) Consultant recommends a maximum of ten (10) people in each end-user training class for optimal training. In any training class exceeding ten

(10) people, Organization may be assessed an additional charge for additional instructors.

(ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Organization with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Consultant due to advance scheduling of travel. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Consultant's then current schedule permits. Consultant is not responsible for any delay in Organization's project resulting from Organization's cancellation of training. If upon Consultant arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by the Consultant, then the Organization will be billed 100% of the on-site fee and scheduled on-site services can be cancelled by the Consultant. If additional services are required because the Organization was not adequately prepared, Consultant will provide a Change Order to the Organization for the additional services.

3.2 Performance by Consultant

- (a) Manner of Performance -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Consultant's Discretion -- The Consultant shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. The Consultant will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the

Organization's premises and any of the Organization's property, including proprietary or confidential information.

- (d) Inquiries by Organization -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.
- (b) Required Programs. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in section 5 of the Consultants Response to Organization's RFP, attached hereto as Schedule G. The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein.
- (c) Hardware. The Organization acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If Consultant determines that Organization's hardware is not of sufficient quality, condition and repair, Consultant shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification.
- (d) Project Manager. The Organization shall appoint a project manager (the "Project Manager") who shall work closely with the Consultant to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (e) Additional Organization Obligations
 - (i) Organization shall install all corrections and maintenance releases within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Consultant shall be implemented by Organization within thirty (30) days of notification to the Organization by Consultant of its availability.
 - (ii) Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant

request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.

(iii) Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization, if required by Consultant during problem diagnosis. Organization shall provide to Consultant, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

(iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.

(v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Consultant with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall have the sole responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Consultant Software.

3.4 Support and Maintenance Agreement

Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization have entered into a support and maintenance agreement (the “Support and Maintenance Agreement”) in the form of and on the terms set out in the attached Schedule ”D” which shall apply in respect of the maintenance and support services to be provided by the Consultant to the Organization. Notwithstanding the ongoing application of the Support and Maintenance Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall continue to apply and the Support and Maintenance Agreement is not intended to, nor will it, apply to the exclusion of this Agreement. Consultant shall have no obligation under this Agreement to render any maintenance services or related services with respect to non-Consultant software, except as contracted for in writing with the Organization.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 Warranty of Performance

Consultant warrants to Organization that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the Consultant manuals and other documentation provided. Organization’s sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Consultant warrants to the Organization that the Software will perform as described if the Software is properly used in accordance with the Consultant’s instructions. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

4.2 Intellectual Property Rights

The Consultant warrants:

- (a) that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement; and
- (b) that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

In the event there is a third party claim alleging that Organization’s use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Consultant shall, at its expense, defend Organization and pay any final judgment against Organization or settlement agreed to by Consultant on Organization’s behalf; provided that Organization promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. Consultant shall have sole control of the defense of any claim or proceeding and all

negotiations for its compromise or settlement. In the event that the Organization's use of the Software is finally held to be infringing or Consultant deems that it may be held to be infringing, Consultant shall, at Consultant's election: (1) procure for the Organization the right to continue use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing.

Consultant shall have no liability hereunder if the Organization has modified the Application Software in any manner without the prior written consent of Consultant.

The foregoing states Consultant's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Software, or any part thereof, or use thereof.

4.3 Corrections

The Consultant covenants that it will make corrections of program malfunctions which are reported in writing to the Consultant during the Warranty Period and which are necessary for the Software to conform to this Agreement. The Organization agrees to allow the Consultant the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement. Consultant agrees that program malfunctions that result in an inoperable system resulting in a financial impact to the Organization, or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible using its most experienced and knowledgeable resources. The Consultant will strive to have any and all malfunctions resolved within no more than two days.

4.4 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results; or
- (b) that the operation of the Software will be error free or that:
 - (i) any programming errors will be corrected after the Warranty Period, or
 - (ii) any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period,

in each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

ARTICLE V
FEES AND PAYMENTS

5.1 **Fees and Payments**

- (a) The Organization agrees to pay the Consultant total fees of \$490,373. The fee structure and payment schedule is outlined in the attached Schedule "C".

- (b) During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Consultant shall be due and payable upon receipt thereof by Organization.

- (c) The Organization shall reimburse the Consultant for its direct travel expenses, including, but not limited to all reasonable travel costs including a travel time rate of \$50.00 per hour, meal expenses of not more than \$50.00 per diem (no receipts provided) and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of the Consultant's duties. Estimated Travel Expenses are set forth in Schedule C.

- (d) In addition to all other amounts payable under this Agreement, to the extent escrow fees are charged by the Escrow Agent to the Consultant on a per licensee basis or are otherwise charged in such a manner so as to be reasonably allocable to the Organization, the Organization shall pay such fees charged by the Escrow Agent for performing its obligations under Section 2.6. The Consultant shall use its commercially reasonable efforts to negotiate the best possible fee structure with the Escrow Agent. The Escrow Agent may charge a one-time annual fee or a fee based on the number of beneficiaries entitled to access the Source. In either case, the Consultant shall be entitled to pass on to the Organization any fees relating to the Escrow Agent reasonably attributable to the Organization, provided that the Organization remains entitled to access the Source pursuant to Section 2.6. Upon receiving any invoice from the Escrow Agent that requires payment by the Organization, the Consultant shall submit the relevant invoice to the Organization, together with background documentation confirming the amount attributable to the Organization. Within 30 days following receipt of such invoice, the Organization shall reimburse the Consultant for the amounts attributable to the Organization, as more particularly set out in the documentation submitted by the Consultant. The Consultant reserves the right to change the Escrow Agent from time to time in order to obtain the most appropriate package of fees and services, as determined by the Consultant, in its sole discretion. In the event that the Escrow Agent is replaced, prompt written notice of such replacement shall be provided to the Organization and the Organization shall execute any documentation reasonably required by the Escrow Agent in order to give effect to the provisions of this Agreement.

- (e) In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due.
- (f) Consultant shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Consultant may be required to collect or pay upon the sale, use or delivery of the Software, Services or Support and Maintenance described in this Agreement shall be paid by Organization and such sums shall be due and payable to Consultant upon receipt of an invoice therefore. Any personal property taxes levied after delivery of the Software described in this Agreement shall be paid by Organization.

5.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "E".

ARTICLE VI REMEDIES AND LIABILITY

6.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) THE CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) THE CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE CONSULTANT'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO CONSULTANT BY ORGANIZATION UNDER THIS AGREEMENT.
- (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

6.2 **Intent**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

6.3 **Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VII

INSURANCE

The CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below:

The CONSULTANT shall take out and maintain during the life of the contract **Workers' Compensation with statutory limits and Employer's Liability Insurance** with limits of not less than \$1,000,000 per accident for bodily injury or disease.

The CONSULTANT shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONSULTANT, ORGANIZATION, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONSULTANT, by ORGANIZATION, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. Limits of insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Liability Insurance shall include, but shall not be limited to:

- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5,000 without prior written approval by ORGANIZATION.
- Notice of cancellation to ORGANIZATION's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- ORGANIZATION must be named as additional named insured with respect to the services being performed under the contract.
- The coverage shall be primary insurance so that no other insurance effected by ORGANIZATION will be called upon to contribute to a loss under this coverage.

The CONSULTANT shall furnish insurance in satisfactory limits and show evidence of insurance coverage on behalf of any sub-CONSULTANT, if applicable, before entering into any agreement to sublet any part of the work to be done under this agreement.

The selected CONSULTANT shall submit Certificate of Insurance to ORGANIZATION within ten (10) calendar days of the date of contract execution.

ARTICLE VIII INDEMNITY

8.1 Indemnity

The Consultant shall indemnify and save harmless the Organization, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively “Claims”) which they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach or non performance by the Consultant of any obligation contained in this Agreement to be observed or performed by the Consultant, or any negligence of the Consultant or its agents or employees which relates to this Agreement, howsoever arising. Consultant shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of Organization, its employees, consultants or agents or any third party.

ARTICLE IX GENERAL

9.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization’s computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

9.2 Confidentiality

- (a) Duty Owed to the Organization - The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:
- (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need-to-know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and

- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- (b) Duty Owed to the Consultant - The parties agree that if the Organization shall breach any term of Section 2.5 of this Agreement entitled "Ownership of Software and Confidential Information", then the Consultant shall have the right to terminate this Agreement and the grant of licenses herein forthwith without giving notice as set forth in Section 10.3(b).

9.3 Termination

If the CONSULTANT should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the CONSULTANT in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the CONSULTANT must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the CONSULTANT fails to correct the default, or issue a notice disputing the alleged default, in either case within thirty (30) days following receipt of the Default Notice, the Organization may terminate the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to the CONSULTANT of only that part of the fee earned by the CONSULTANT for those Services performed up to the time of communication of such notice of termination to the CONSULTANT.

If ORGANIZATION fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by the ORGANIZATION within thirty (30) days after written notification of failure to pay.

9.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place in Santa Clara County, California at a time which is mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation,

then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

9.5 Accounts and Records

The Consultant shall:

- (a) keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and
- (b) for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

9.6 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

MS GOVERN, A DIVISION OF N. HARRIS COMPUTER CORPORATION
4464 Markham Street, Suite 1108
Victoria, British Columbia V8Z 7X8
Attention: DIRECTOR OF BUSINESS OPERATIONS (CITYVIEW)
Telephone: 250 475-6600, extension 268

and in the case of the Organization, to:

CITY OF SUNNYVALE BUILDING DIVISION
456 West Olive Avenue
Sunnyvale, California, 94086
Attention: Ali Fatapour, Superintendent, Building Inspection
Telephone: 408-730-7432
Fax: 408-730-7715

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 9.6.

9.7 **Assignment**

Neither Party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

9.8 **Reorganizations**

The Organization acknowledges that the License fee set out in this Agreement has been established on the basis of the structure of the Organization at the date of this Agreement. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a “Reorganization”), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, the Consultant shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 10.9 shall apply *mutatis mutandis* to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 10.9 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from the Consultant. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 10.8 will apply, or a Re-organization, in which case Section 10.9 will apply, but it is not intended that Sections 10.8 and 10.9 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

9.9 **Binding Agreement and Enurement**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.10 **Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

9.11 **Independent Contractor**

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

9.12 **Governing Law**

This Agreement shall be governed by the laws of the State of California.

9.13 **Trial by Jury**

Organization and Consultant hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Consultant in connection therewith or contemplated thereby.

9.14 **Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

9.15 **Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

9.16 **Counterparts**

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

9.17 **RFP Response**

Consultant's response to Organization's RFP is attached hereto and incorporated herein as an exhibit. Organization acknowledges that Consultant, after it has been selected by Organization, re-evaluates its proposal relative to the Organization's RFP to determine if any updates or revisions are necessary. Any such updates and revisions are attached hereto as an exhibit and incorporated herein.

9.18 **Competitive Bid**

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Consultant. Organization agrees that Consultant may disclose all or any portion of this Agreement to any of its current or prospective customers.

9.19 **Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

**MS GOVERN, A DIVISION OF N. HARRIS
COMPUTER CORPORATION**

Per: _____
Name: Dennis Asbury
Title: EXECUTIVE VICE PRESIDENT

CITY OF SUNNYVALE

Per: _____
Name: Gary M. Luebbers
Title: CITY MANAGER

Schedule "A"

Description of Software

The Software and Licensing purchased by the Organization includes:

CityView PreBuilts Licenses for:

Property Information

Permits & Inspections

Planning

Code Enforcement

Licensing (Economic Development)

Cashiering.

CityView Portal (Property, Permit, Planning functions only).

CityView Application Builder.

CityView Server software.

CityView GIS (site license).

60 Concurrent CityView Application Client licenses for Desktop – full read/write.

50 Concurrent CityView Application Client licenses for Desktop – read only.

Schedule "B"

Implementation Process and Timetable

I. COMPLETION OF SERVICES – GLOBAL TIMETABLE

1. Project Commencement Date: 5/10/11
2. Estimated Project Completion Date: 4/17/12
3. Consultant's Project Manager: David Saxton
4. Organization's Project Manager: Ali Fatapour
5. Organizations IT Project Manager: Klaus Daehne
6. Project Schedule: Attached

Schedule “C”

Fee Structure and Payment Schedule

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses	<p>Software Licenses Include: CityView PreBUILTs Licenses for: Property Information Permits & Inspections Planning Code Enforcement Licensing (Economic Development) Cashiering.</p> <p>CityView Portal (Property, Permit, Planning functions only).</p> <p>CityView Application Builder.</p> <p>CityView Server software.</p> <p>CityView GIS (site license).</p> <p>60 Concurrent CityView Application Client licenses for Desktop – full read/write. 50 Concurrent CityView Application Client licenses for Desktop – read only.</p>	\$ 173,187	50% due on execution of contract, 50% on delivery of Infrastructure Review report
Total Licensing	\$ 173,187		
PreBuilt Implementation	Deliverables	Payment Milestone	Payment Terms
Project Kickoff & Data Collection (onsite and remote components), Infrastructure Review	<p>Project kick-off and confirmation of project plan. Walkthrough sessions for each PreBuilt, with up to 6 Subject Matter Experts, plus data collection for each of the PreBUILTs. Includes up to 11 man days on site for data discovery activities and 2 days on site by the Project Manager for kick-off activities. Perform data discovery, provide City with data mapping templates and instructions for completion. Validate data conversion and interface requirements and cost. Deliverable is scope document and attachments describing project scope, data requirements for configuration, business rules, workflows, letter templates.</p>	\$ 28,080	Invoiced on commencement of data collection and due net 30 days

	Provide hardware and software questionnaire to City for completion. Study of hardware and software infrastructure in context of optimization for CityView. Provision of hardware and software infrastructure report.		
Initial Configuration	Configure PreBUILTs based on Client Information provided in the Worksheets signed off by customer. Deliverable is remotely accessible, configured environment ready for testing.	\$ 57,148	Due on completion of the initial Configuration
Initial Data Conversion	Convert legacy data based on data mapping templates signed off by customer. Undertake data loading of data, validate data conversion and test environment. Provide two iterations. Data conversion includes: Location and business data as provided in Attachment A Exhibits A and B. Accounts for two sources of parcel data (that from the County assessor and addresses outside the City that have utility service by the City, as described in Requirement question # 9.6). Also includes a onetime data load from the HR system. Includes permit, planning, code enforcement historic electronic data. Deliverable is configured test environment containing a subset of at least 20% of the data.	\$ 20,800	Invoiced upon commencement of data conversion and due net 30 days
Customizations and Interfaces	Creation of all customizations and interfaces as described as the responsibility of MS Govern in the RFP response and contract addendums.	\$ 49,196	Invoiced upon commencement of customizations and interfaces and due net 30 days
Validation & Refinement	Perform 6 days of validation Training (on site) to enable customer to validate initial configuration. Gather validation feedback. Identify in-scope vs out of scope feedback. Implement any in-scope refinements arising out of the validation. Deliverable is test environment ready for acceptance testing.	\$ 36,205	Due upon completion of refinement
Installation (remote) and environment management	Setup environments on client site. Test to ensure proper operation. May require onsite setup. Management of environment through PreBuilt merges, CityView upgrades etc through the life of the implementation. Deliverable is client-site installed environment.	\$ 4,160	Due on completion of installation

<p>User Training</p>	<p>10 days onsite training for: Property Information (up to 60 students) Permits & Inspections (up to 30 students), Planning (up to 20 students), Code Enforcement (up to 10 students), Economic Development (up to 10 students), Cashiering (up to 10 students). 1 day remote training for System Administrator (up to 4 students) 3 days on site training for Configuration and maintenance (up to 6 students) 2 days on site training for CityView Reporter (up to 4 students). 3 days on site training for CityView Application Builder (up to 4 students).</p>	<p>\$ 25,350</p>	<p>Invoiced upon scheduling of the training and due on or before the first day of training</p>
<p>Data update/ Install (Remote)</p>	<p>Final conversion run (assumed that MSC will use same scripts developed for initial data conversion); if not, change control must be used to work on updating conversion scripts. Data must be verified by both MSC and City before go-live. Sign-off required.</p>	<p>\$ 1,040</p>	<p>Invoiced upon completion of data update/install and due net 30 days</p>
<p>Onsite Go-Live Facilitation</p>	<p>5 days of on site facilitation to provide over-the-shoulder guidance and training to users</p>	<p>\$ 6,240</p>	<p>Invoiced upon scheduling and due on or before the first day of go-live facilitation</p>
<p>Project Management</p>	<p>Ongoing management of all implementation services described above. Should delays by the City occur and require additional project management, time may be billed at \$150/hr upon authorization by the City</p>	<p>\$ 28,967</p>	<p>Invoiced on scheduling of end-user training and due on or before commencement of training</p>
<p>Travel and Expenses</p>	<p>Budget for travel and expenses for services to be conducted on site (budget assumes 6 on site trips and 43 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at cost of direct travel expenses, including, but not limited to all reasonable travel costs including a travel time rate of \$50.00 per hour, meal expenses of not more than \$50.00 per diem (no receipts provided) and a mileage charge based on the current Internal Revenue Service recommended rate per mile, long distance telephone calls, and all other reasonable expenses incurred in the performance of the Consultant's duties.</p>	<p>\$ 18,750</p>	<p>Invoiced as incurred and due net 30 days</p>

Total Services & Training	\$ 275,936		
Recurring Costs	Deliverables	Payment Milestone	Payment Terms
ASM (due annually on anniversary of go-live)	Provides: All major and minor software upgrades. Unlimited technical support. Unlimited access to the MS Govern Software FTP site. Unlimited access to the MS Govern Software KnowledgeShare.	\$ 40,750	Due upon go-live of first or only phase – payable net 30 days
Escrow Services Agreement (due annually on anniversary of go-live)	Provides: Escrow services as described in section 2.6 (e)	\$ 500	Due upon go-live of first or only phase – payable net 30 days
Summary of Investment			
Total Services & Training			\$ 257,186
Total Licensing			\$ 173,187
Travel & Expenses			\$ 18,750
First Year Annual Maintenance Fees			\$ 40,750
First Year Escrow Services Fees			\$ 500
Total Project			\$ 490,373

Above pricing is subject to taxes in accordance with California State Board of Equalization regulations.

Schedule “D”

Support and Maintenance Agreement

This support and maintenance agreement (the “Support and Maintenance Agreement”) between Consultant and Organization becomes effective the earlier of ninety (90) days from the date of signing of the Software License, Implementation and Support and Maintenance Agreement or the date which represents the Completion of Services.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant’s practices. For emergency situations occurring on Consultant’s observed holidays, Consultant will be available to the Organization by pager number and electronic mail to provide support.
3. In consideration for the support services specified in Section 2, Organization shall pay the Annual Support and Maintenance Fee of \$40,750. The Annual Support and Maintenance Fee will be billed annually in advance, beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant may change the Annual Support and Maintenance Fee from time to time. In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:
 - (a) courier services, photocopying, faxing and reproduction services, all reasonable travel costs, including a travel time rate of \$50.00/hour, meal expenses of not more than \$50.00 per diem (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant’s duties hereunder.

Consultant may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Consultant.

4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.
5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
6. The initial term of this Agreement shall be for one year beginning on the date determined in the opening paragraph of this Schedule D (the "effective date"). Thereafter, the Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 60 days notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Annual Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement.

In case of termination, the Licensee shall at the request of Consultant either:

- (a) Destroy the Software and Documentation, together with all copies; or
- (b) Return the Software and Documentation together with all copies to Consultant.

Upon termination the Licensee shall certify in writing that the original and all copies, modifications and merged portions in any form have either been returned to CONSULTANT or have been destroyed. Sections 9, 10, 12 and 13 shall continue on and survive notwithstanding termination of this Agreement.

7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) if either party neglects or fails to perform, observe or cure within ninety (60) days of written notice of such failure to perform any of its existing or future obligations.

- (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
- 9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.
- 10. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
- 11. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer or representative of both parties.
- 12. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- 13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.
- 14. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
- 15.
 - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
 - (i) **FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED**

FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
 - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
16. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
 17. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
 18. This Support and Maintenance Agreement shall be governed by the laws of the State in which the Organization is located.
 19. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Agreement.

20. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
21. Time shall be of the essence of this Support and Maintenance Agreement.
22. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
23. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.
24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

**MS GOVERN, A DIVISION OF N. HARRIS
COMPUTER CORPORATION**

Per: _____
Name: Dennis Asbury
Title: EXECUTIVE VICE PRESIDENT

CITY OF SUNNYVALE

Per: _____
Name: Gary M. Luebbers
Title: CITY MANAGER

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit I is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

Contract Term: 1 Year (renewable annually)

Support Channels: Web, Telephone or Email

Support Requests Allowed: Unlimited

Who Can Report: Up to four users named in the support agreement can submit support requests. These individuals must be trained in the use of CityView and constitute the first line of support for the organization.

Hours of Coverage: Coverage hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding MS Govern Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United states are observed by MS Govern Technical Support.)

Accessing Support: The preferred method of opening a support incident is to enter the problem details through our online support system. Telephone support requests should be preceded by filing an electronic support request on our Web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If the call is not answered live, we ask that you leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: We will send a computer-generated message that acknowledges receipt of the report that you filed electronically. This message will contain the details of your problem report as well as the support request tracking number. Whenever the status of your incident changes, a notification will automatically be sent to the individual that opened the call.

Request Response Time: A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 6:00 a.m. to 5:30 p.m. Pacific Standard Time from Monday through Friday, excluding MS Govern Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by MS Govern Technical Support. We process requests in the order of their priority followed by order of submission.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

Resolution of Bug-Related Requests: We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

What We Need to Help You

MS Govern wants to be as responsive as possible to your support needs. To accomplish this goal, the MS Govern customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows MS Govern to focus on the more difficult problems and make the product more robust. It also helps control the amount MS Govern charges for support.

- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
- **Self-sufficiency:** We ask you to be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching the MS Govern Web site to determine if your issue is addressed before you submit it to our customer support staff.
- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. We ask that you have immediate access to the computer(s) on which MS Govern products are running.

How to Access Support

MS Govern offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via MS Govern's toll-free phone number:

- **Web Support (preferred method)**
Our web portal, (<http://support.harriscomputer.com>), provides resources for customer self-service, and is comprised of an online searchable knowledgebase, downloadable updates, and a web-enabled CRM that allows users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis.
- **Telephone Support**
Telephone technical support is available between the hours of 6:00 a.m. and 5:30 p.m.

PST on regular business days. Customers can contact us toll-free at 1.866.988.8324. MS Govern technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.

- **Email Support**

Customers may request assistance from MS Govern technical support via email at cityviewsupport@msgovern.com. All email incident reports are logged into the MS Govern support CRM database and are addressed based upon the priority of the issues. The response time guidelines for support are provided in Table 1 below.

Feature Requests

If you come across an idea that you think might make a nice enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Unless additional information is needed, you will not receive a personal response. Any suggestions for enhancements to CityView that you submit will become the property of MS Govern. MS Govern may use this information for any MS Govern business purposes, without restriction, including for product support and development. MS Govern will not use information in a form that personally identifies you.

Application Builder

The following additional item is covered under MS Govern's Support Agreement with ORGANIZATION:

- Services required to support ORGANIZATION'S use of the Application Builder in accordance with Application Builder Correct Usage Protocol, as detailed in Schedule "T"; up to a 30 minute timeframe per incident.

Limitations

The following are not covered by MS Govern's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of MS Govern maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by MS Govern, with the exception of those made using CityView Application Builder in accordance with Application Builder Correct Usage Protocol, as detailed in Schedule M
- c) Services required by the Customer to be performed by MS Govern outside of MS Govern's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in MS Govern's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;

f) Services requested by the Customer to implement software updates provided by MS Govern.

Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (MS Govern and Customer)	Examples
1 (High)	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	MS Govern and customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> • Users cannot login • Business process halted • System-wide inability to print • System-wide inability to process payments.
2 (Medium)	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	MS Govern and customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> • Cannot print • Cannot process payments • Application response is exceptionally slow
3 (Normal)	Moderate to negligible impact. No impact to business.	24 Hours	MS Govern and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> • Non critical feature not working • Feature works but requires user intervention
4 (Info.)	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> • Help file clarification • Form design not in production

* Response time targets are during business hours only.

Schedule "E"

Sample Form Change Order

CHANGE ORDER DESCRIPTION			
Request Date:		Change #:	
Client / Project:			
Requestor:		Created By	
Description of the Requested Change:			
List of attached documents:			
Impact Assessment: Estimated impact to budget, work effort and schedule			
Total Estimated Cost:		Planned Delivery Date: By	
Payment Terms:			

CHANGE ORDER APPROVAL			
Comments By:		Date:	
Comments:			
	Print Name	Signature	Date
Client PM:			
Client Executive:			
MSG Executive:			

Schedule “F”

RFP – Consultant Proposal Response to Organization’s RFP

14.1 Notes to Accompany Appendix A-1 Form 4 Pricing Page

We have made a fair assumption of the requirements of the City through the RFP provided and are pleased to present and propose a TOTAL SOLUTION for the City, i.e. the best combination of products and services possible to meet not only the existing requirements but the evolution of business needs that will occur in the future too.

The following notes accompany the prices presented:

1. Base system software includes the CityView platform (including CityView Server software), 60 concurrent Desktop, full access user licenses, 100 concurrent Desktop, read only licenses.
2. Online services software includes the CityView Portal product and provides unlimited registered and non-registered citizen and contractor access to the Portal.
3. Additional software modules and costs include the applicable CityView PreBUILTs as well as concurrent CityView GIS Extensions and very importantly, CityView Application Builder. CityView Application Builder is the set of development tools we used to design the CityView PreBuilt applications. We propose these tools along with Designer training to enable the City to undertake application level customizations. These include a portion of applicable customizations marked '3' in Attachment A, reports listed in Attachment B that are not provided out-of-the-box and future application-level design and development additions the City chooses to make. While a degree of caution is prudent when using these powerful development tools to make changes to the PreBuilt products, all database objects altered with the tools are automatically marked as "Custom-in-house" and are preserved through PreBuilt upgrades.
4. The cost presented here accounts for platform level customizations only i.e. product changes that are best achieved at the platform level rather than the PreBUILTs application level.
5. Includes data conversion of location and business data as provided in Attachment A Exhibits A and B. Accounts for two sources of parcel data (that from the County assessor and addresses outside the City that have utility service by the City, as described in Requirement question # 9.6). Also includes a onetime data load from the HR system. Cost includes data mapping and data conversion.
6. Accounts for the first year of Annual Maintenance Fees, due on go-live and therefore will span a good portion of year 2, effectively.
7. Provides for on-site training as described in the Training plan in Section 7.
8. Implementation Services include:
 - i. Remotely conducted hardware and software infrastructure review
 - ii. Project Management
 - iii. Project kick-off and data collection/data discovery

- iv. PreBuilt configuration using CityView Configuration tools and described further in Section 4.1.1. Includes configuration of CityView Portal
 - v. Installation and management of the development environment
 - vi. Configuration refinement (following validation by customer)
 - vii. Training materials refinement and tailoring
 - viii. On-site go-live facilitation (5 days).
9. Other costs include Designer training provided on-site for the Application Builder tools and travel and expenses based on a budget of 6 person trips and 43 days on-site by Municipal Software staff to deliver on-site services. Travel and expenses are billed on a cost-recovery basis. Also in this section we are pleased to be in a position to offer an Economic Stimulus discount of 15% of all software and licenses purchased according to the RFP requirements and proposal provided.

15.3 Additional Information

15.3.1 Sample Training Manual/Documentation

ATTACHMENT B

REPORT LISTING

The following is a listing of reports (or their equivalent), by component, which the system has to provide at a minimum.

From the information available below and in Addendum # 2, we have made an assessment of which of our out-of-the-box reports satisfies the requirement. This is to the best of our knowledge given the information provided and is therefore subject to qualification and confirmation.

It should be noted that for reports that we may not have in our out-of-the-box suite, there are numerous reporting tools available to create these reports in house, including two ad hoc report writers, the embedded report designer and reporting engine and the ability to use other industry report writers e.g. Crystal. We will make all these tools available to the City for the City's end-users and developers to create reports not provided with the out-of-the-box system. In addition if the City does not want to create reports yourselves, we offer report writing services at a rate of \$150/h.

<u>Planning</u>	<u>Comments</u>
Planning Permit Activity Report	Achieved with Project Applications and Monthly Project Status reports.
Summary of Permits by Use Type	Achieved with Project Applications Report
Planning Projects Pending	Achieved with Planner Projects report, Project Applications and Monthly Project Status reports
Planning Projects Missing Fields	Not provided through out-of-the-box reports
Summary of Permits by Permit Type	Achieved with Project Applications and Monthly Project Status reports
Turnaround Time for Public Hearing Projects	Achieved with Planning Turnaround report
Turnaround Time for Revisions of Administrative Permits	Not provided through out-of-the-box reports
Turnaround Time for Final Decisions on Administrative Permits	Not provided through out-of-the-box reports
Turnaround Time for Project Review Committee (PRC) Comments	Not provided through out-of-the-box reports
Planning Division Plan Checks	Achieved through Outstanding Plan Reviews report
Planning Division Plan Checks Pending	Achieved through Outstanding Plan Reviews report
Linked Documents Report	Assuming this is on a per permit basis, achieved through a letter template
Planning Fee Changes and Deletes Audit	Achieved through Audit Report
Project Review Committee (PRC) Meeting Agenda	Achieved through a preconfigured letter template
Random Audit	Not provided through out-of-the-box reports
Random Survey	Not provided through out-of-the-box reports

Notice of Public Hearing	Achieved through a preconfigured letter template
Mitigation Fees Calculated and Payment Status by Date range or by Project	Achieved using ad hoc report writer tool
Public Hearing Agendas	Achieved through a preconfigured letter template
Newspaper Ads	Achieved through a preconfigured letter template
Public Hearing Calendars	Achieved through Scheduled Hearings Report
Staff Report Template	Achieved through a preconfigured letter template
Decision/Comment Letters	Achieved through a preconfigured letter template
Project Noticing Mailing List	Achieved through Distribution List Report
Project Review Routing Labels	Achieved through a preconfigured letter template

Building

Comments

Building Permits Activity Report	Achieved through series of Permit Status Summary reports
Completed Projects Report	Achieved through series of Permit Status Summary reports
E Permits Issued Report	Achieved through ad hoc query which can be saved for repetitive use
Completed Projects By Coordinator	Achieved through Planner Projects report
Reports for County Assessor	Achieved with minor modification to existing out-of-the-box report
Reports for County Assessor	Achieved with minor modification to existing out-of-the-box report
Building Permit Recap	Not provided through out-of-the-box reports
Activity by Building Type	Achieved through ad hoc report writer.
Building Activity	Not provided through out-of-the-box reports
Building Permits \$1 Million + Valuation	Achieved through Outstanding Fees and Fees Paid in Full reports
Plan Check Turnaround	Achieved through Permit Turnaround Detail report
Plan Checks Pending By Division	Achieved through filterable Activity to-do Lists which are printable and exportable
Plan Checks Pending Fire Division Only	Achieved through filterable Activity to-do Lists which are printable and exportable
Plan Checks Pending By Coordinator	Achieved through filterable Activity to-do Lists which are printable and exportable
Plan Checks for HM Only	Achieved through filterable Activity to-do Lists which are printable and exportable
Fee Changes, Deletes, and Refund Audit	Achieved through Audit Report
Random Audit	Not provided through out-of-the-box reports
Random Survey	Not provided through out-of-the-box reports
Building Inspection Field Worksheet	Achieved through Inspection Schedule Report
List of Scheduled Inspections - Fire Only	Achieved through Inspection Schedule Report
List of Scheduled Inspections	Achieved through Inspection Schedule Report

Inspections by Inspector by Day Res-NonRes	Achieved through Inspections by Inspector Report
Inspections by Inspector by Day AM-PM	Achieved through filtering of Activity to-do List
Inspection Count	Achieved through Inspections by Inspector Report
No Inspection Activity	Achieved through automated batch processing functionality
Inspections Scheduled within Measure	Achieved through out-of-the-box inspection reports
Number of Inspections Completed as Scheduled	Achieved through Inspection Outcome report with modification
Number of Inspections added by OneStop Division	Achieved through out-of-the-box inspection reports
Closed Permits	Achieved through Various Permit Summary reports
Expired Permits with >= 80% Complete	Not provided through out-of-the-box reports
Project Audit Report	Achieved with out-of-the-box audit report on configured, audited fields
Valuation Report: Values & Fees	Achieved through Outstanding Fees and Fees Paid in Full reports
Inspection Details	Achieved through Inspection Outcome report
No Plan check activity	Typically achieved through automated batch processing functionality
Inspections Completed by Inspector	Achieved with Inspections by Inspector report
Plan Check Routing Labels	Achieved with preconfigured letter template

Engineering

Comments

Community Condition Indicator Report (Engineering Permits Issued)	Achieved by various permit status summary reports
Development Permit Applications (Development Permits executed)	Achieved through series of Permit Status Summary reports
Street Cut Permit Count by Permit Types	Achieved through Permit Status Summary (by Type) report
Street Cut Permit Count by Month	Achieved through Permit Status Summary (by Type) report
Donated Assets	Not provided through out-of-the-box reports. If this data was tracked it could likely be queried quite easily, depending on what data is to be pulled into the query results.
Fee Changes, Deletes, and Refund Audit	Achieved through Audit Report
Measure P3 - Encroachment Permits & Development Projects	Achieved through various Permit Summary reports
Measure P1 & P2 - Development Projects	Achieved through various Permit Summary reports
No Inspection Activity	Achieved through automated batch processing functionality
No Plan Check Activity	Achieved through automated batch processing functionality
Project completion, Acceptance, and One-Year Warranty Checklist	Typically achieved through batch processing, workflow and typical data tracking and reference

Register**Comments**

Register Payments & Credit Card Refunds by Receipt	Achieved through Refunds Report
Register Check Refunds by Receipt	Achieved through Refunds Report
Register Payments & Credit Card Refunds by Revenue Code	Not provided through out-of-the-box reports
Register Check Refunds by Revenue Code	Not provided through out-of-the-box reports
Register Payment & Refund Totals by Revenue Code	Not provided through out-of-the-box reports
e-Permit Payments by Receipt	Achieved through General Cashiering Report
e-Permit Payments by Revenue Code	Not provided through out-of-the-box reports
Voided Transactions	Achieved through Reversals report

Neighborhood Preservation**Comments**

Cases Activity Report	Achieved with various Case Status and Case Summary reports
List of Scheduled Inspections	Achieved through Inspections Schedule and inspections to-do reports
Open Inspections	Achieved through Inspections Schedule and inspections to-do reports
Closed Cases by Compliance Date	Achieved with minor modifications to an existing Closed Cases report
YTD/ Monthly Case Summary	Achieved through Case Summary report
Fees report	Achieved through citations report

Land**Comments**

Basic Land Data report	Achieved through various ad hoc means
Property Owner Information report	Achieved through ad hoc query which can be saved
Single Property Detail report with map	Not provided through out-of-the-box reports
Property Owner and/or Current Resident Mailing Labels	Achieved through Mailing Labels report

Economic Development**Comments**

From all permitting departments - Pending & expired projects	Achieved through various Permit and Project status reports
Utility Bill Accounts - Recent additions & closures, late or unpaid payments	Not provided through out-of-the-box reports
Business Licenses - Recent additions & closures, late or unpaid payments for renewals	Achieved through CityView Licensing reports, though Business Licensing is not part of the scope of this RFP
Business Improvement District – Create bills, query late or unpaid bills, query by address list (numerical or alphabetical)	Achieved through ad hoc query tools which can be saved for future use

16. Completed Attachment A

ATTACHMENT A DETAILED SPECIFICATIONS

Inability to provide all modules and/or functions does not preclude you from consideration by the City of Sunnyvale. All questions must be answered (even if not available) to consider the response by the Responder to be a complete response.

For each numbered requirement included in this document, the vendor should indicate the status of the requirement within the vendor's solution by using the following notation codes. Provide a short explanation of vendor's capabilities as necessary:

Response	Description	Explanation
1	Yes, Available	A feature that is a standard item currently included in the solution (off the shelf) as proposed
2	Planned Future Enhancement	A requirement that can be satisfied by a planned future enhancement at no additional cost
3	One-time Customization	A feature that would require one-time customization at an additional cost
4	Not Available	A feature that is not available and is not scheduled for development at this time

1. Usability

Question	Response	The Proposed Solution:
1.1	1	Is Easy to Learn : the user interface must be familiar to users, and should follow a single set of rules consistent with those of the operating system, or other mainstream applications, e.g. "F1" for help, "Ctrl-P" for print, "Ctrl-S" for save, etc.
1.1.1	1	<ul style="list-style-type: none"> Provide consistent menus and screens with a common look and feel throughout the application.
1.1.2	1	<ul style="list-style-type: none"> Provide comprehensive context-sensitive help that can be accessed both from the function in question and independently from a menu.
1.1.3	4	<ul style="list-style-type: none"> Provide a "Tool Tip" display for all buttons on the graphical toolbar and display the "Hot-Key" combination to perform the same action.
1.2	1	Is Efficient : common, frequently used transactions must be designed so that they can be completed with the smallest possible number of mouse clicks and/or keystrokes.
1.2.1	1	<ul style="list-style-type: none"> Users can move between modules or functions via menus, hot keys, buttons or tabs without returning to a "main menu".
1.2.2	1	<ul style="list-style-type: none"> Provide a calendar pop-up for date fields defaulting to the current system date.

Question	Response	The Proposed Solution:
1.2.3	1	<ul style="list-style-type: none"> Provide an intuitive graphical user interface using screen navigation via pointing device or keyboard at user option.
1.3	1	<p>Is Effective: business processes must be accurately implemented as intuitive and streamlined workflows, and can easily be changed to accommodate changing needs.</p>
1.4	1/2/4	<p>Is Error Tolerant:</p> <ul style="list-style-type: none"> Controls data entry errors using field validation (e.g. date, numeric, etc.) on fields not validated against tables or specific values. Must provide the ability for data entry errors to be identified with descriptive and instructional messages in non-technical terms. Make it difficult for the user to take incorrect, invalid, or irreversible actions. Data entry and processing errors to be identified with descriptive and instructional messages in non-technical terms. Ensures data validity by requiring certain fields to be completed before other dependent fields can be edited.
1.5	1	<p>Is Engaging: The system should allow users to customize the graphical user interface, including menu contents, shortcuts, layout of screens, use of function keys, on-screen colors, fonts and font sizes, and audible alerts. These configuration changes made by the user should be saved in their user-profile.</p>
1.6	1	<p>Provides a "Find" functionality to search for selected data using a variety of simultaneous user-selectable search criteria including ranges, the ability to perform searches on a combination of fields, including "AND" and/or "OR" conditions. Criteria may include "NULL" values, the "*" wildcard, and greater than, less than, and between modifiers.</p>
1.7	1	<p>Allows the user to select any installed printer to print documents and reports, including the ability to output to PDF.</p>
1.8	1	<p>Allows the user to add multiple records such as projects, inspections, etc. by copying a previously added record for subsequent editing.</p>
1.9	1	<p>Has the ability to perform bulk updates of module-specific fields based on search results, pending user permissions.</p>
1.10	1	<p>Is able to send automatic e-mail notifications based on due dates, task completion, and roles.</p>
1.11	1	<p>Provides remote access capability using a variety of mobile devices for selected functions or roles.</p>
1.12	1	<p>Provides the ability to accept, review, comment, and respond to project and plan check submittals on-line and in electronic format.</p>

Question	Response	The Proposed Solution:
NOTES OR COMMENTS:		
1.4 Completed field validation is typically achieved through business rules that control the ability to edit a specific field based on other fields containing values. Validation rules are on the development roadmap for enhancement, though some of these requirements will likely not be met through those enhancements i.e. the system will not eliminate all data entry errors through data validation.		

2. Data Migration and interoperability

Question	Response	The Proposed Solution:
2.1	1	Allows for the migration (extraction, transformation, and loading) of historical data. Please describe data migration and conversion process in the proposal response narrative.
2.2	1	Allows for data conversion validation on a subset of at least 20% of the data prior to acceptance.
2.3	1	Provides an API (Application programming interface), web services, or other interfaces to allow integration with other systems, such as Finance, Human Resources, Business License, or custom applications.
2.4	1	Allows for the import and export of data in consistent table format to facilitate sorting and grouping, from and to Excel, delimited data, and common databases, including MS Access.
2.5	1	Allows the export of data based on the currently selected record, or all records that are the result of a search.
2.6	1	Is compatible with MS Office 2002 and later, including Office 2010.
2.7	1	Must be able to send email using Novell GroupWise 7.0, MS Exchange 2007 and later, and Google Mail (Gmail) for Business.
2.8	4	Describe compatibility with the following cloud-based applications: Microsoft Office Web Apps and Google Docs for Business.
NOTES OR COMMENTS:		
2.3: The CityView Web Services API is provided in the cost proposal but it is not necessary for many interfaces we implement. It's applicability to this project can be considered during the data collection/discovery phase.		
2.7 We support sending emails using Groupwise and MS Exchange and feel our support of SMTP, MailTo and Outlook should enable support for Google Mail but this is untested.		
2.8 Untested. CityView uses a Microsoft Smart Client delivery mechanism so the compatibility with MS Web apps has not been applicable.		

Refer to Exhibit A and Exhibit B for the current City of Sunnyvale business data to be migrated as part of the deployment of the proposed solution.

3. Technical Requirements

Question	Response	The Proposed Solution:
3.1	1	Is implemented in an N-Tier architecture, including, but not limited to: database, application, data & transactional services, client (desktop and/or web).
3.2	1	Runs on Microsoft Windows Server 2003 or later
3.3	1	Runs using VMWare ESX.
3.4	1	Preferably utilizes Microsoft SQL Server 2005 or later as its RDBMS, but other standard RDBMS such as MySQL and Oracle may be considered. Please provide the following: RDBMS & version of proposed system: MSC Response: MS Sql Server 2005 or 2008
3.5	1	Operates in both LAN and WAN environments.
3.6	1	Supports Microsoft Windows Server Active Directory.
3.7	1	Provides user-maintainable industry standard referential table data, such as unit of measure, etc.
3.8	1	Has the capability for different departments, divisions, and work groups to share common or reference data, while providing separate operational data areas for the different functional groups.
3.9	1	Identify how many concurrent users can be supported without degradation of response time for both read and write access based on the proposed system's recommended Operating Environment: __Please see comment below
3.10	1	Supports 60 concurrent editing users and an additional 100 concurrent read-only users.
3.11	1	Supports the concurrent editing of a record, while providing a contention resolution mechanism: if a record was changed by another user after it was opened for editing, an editing user must be notified of the changes, with the ability to cancel, combine, edit or overwrite the changes.
3.12	1	Provides unlimited text ("memo") data fields for comment and description entries throughout the system.
3.13	1/4	Provides rich text editing and basic word processing features for free-form comment or description fields.

Question	Response	The Proposed Solution:
3.14	1	<p>Includes comprehensive administrator, user, and technical documentation describing all functions and operations of the system. Technical documentation should describe all configuration options, including their default values, and should include the following or equivalent:</p> <ul style="list-style-type: none"> • System operations documentation • System technical documentation • System end user's documentation • Help Desk documentation • System/Architecture diagrams • Data Dictionary • As-built documentation of all configuration, including modifications or customizations • System back-up and recovery documentation • Hardware documentation • System maintenance documentation
3.15	1	Provides an on-line tutorial for basic functions.
3.16	1	Provides context sensitive help available at the field, screen and module level.
3.17	1	Allows customization of the on-line help files.
3.18	1	Provides clear and concise error messages.
3.19	4	Provides the ability to modify error messages.
3.20	1/4	Visually distinguishes between required and optional fields.
3.21	1	Allows the City to define required and optional fields for each screen or function.
3.22	1	Provides the functionality to create user-defined forms and fields.
3.23	1	Allows binary (audio, video or image) data attachments.
3.24	1	Allows administrative users to define or customize code fields to meet their specific needs including: account number, address, area, building, facility type, maintenance type, priority, problem type, project information (ID, type, etc.), tools, equipment, and tasks.
3.25	1	Ninety five percent (95%) of end-user online display screen and record update response times shall not exceed three (3) seconds, and none shall exceed ten (10) seconds.
3.26	1	Provides the ability to perform data sharing with Microsoft Office (MS) tools, including the ability to extract data to MS Excel or from other MS Office applications.
NOTES OR COMMENTS:		

Question	Response	The Proposed Solution:
3.9:		Municipal Software has customers running 100 concurrent users with CityView 9 with no apparent degradation of performance. The technology used (Microsoft Smart Client) is optimized for response time and there should be no difficulty with additional numbers of users. This does not discount the potential for degradation if several users are generating large reports or queries pulling significant data at the same time.
3.13:		The free form text entry fields do not provide word processing functionality. However, where the contents of these fields are merged into letters and documents through data merge functionality, rich text editing and word processing features are available.
3.14:		All documentation listed is available. Helpdesk documentation is provided in the form of dynamic help, help provided on the Wiki, installation documentation provided by Technical Support and Municipal Software's Technical Support desk is available for help.
3.17:		CityView Application Builder is required for alteration of the dynamic help. This is included in the price proposal.
3.20:		CityView Portal distinguishes between required and optional fields using presence or absence of a red star beside the fields. CityView Desktop makes use of business rules to dynamically display attribute fields required to be filled in based on such criteria as Permit Type, for example. Business rules can also be used to restrict data entry until certain required fields have values. No specific designation of required vs optional is made in CityView Desktop.
3.21:		Business rules in CityView Desktop can be used to control data entry as described in 3.20 above. Customers can control required vs optional fields in CityView Portal and in CityView Desktop using Application Builder tools
3.25:		Exclusive of running searches and reports, which depending on the amount of data being requested could exceed 10 seconds.

4. System Administration and Data Security

Question	Response	The Proposed Solution:
4.1	1	Has an "Administrator" function that allows the management of account information (user ID's, master files and tables) and all levels of security.
4.2	1	Provides a user interface that allows the system administrators to maintain reference table data as well as perform necessary administrative tasks.
4.3	1	Provides a means to set up user accounts, assign user passwords, and assign users to access-defined groups.
4.4	1	Has user security that can be set up by functional groups such as job, department, division, etc.
4.5	1	Security groups can be copied and altered to make new groups.
4.6	1	Individual users may be members of more than one group.
4.7	1	Security permissions are set up for create, read, update and delete access by function.
4.8	1	Security is available at several levels such as by menu, file, function, record and/or field level.

Question	Response	The Proposed Solution:
4.9	1	Provides an audit log of all transactions. Audit log should show the data before the change, after the change, the user that made the change, date and time of change, and the reason for the change (if a reason is required).
4.10	3	Provides standard reports listing all users, their access levels and limitations.
4.11	1	Provides ability to assign access by role, by functionality, and screen/view level.
4.12	1	Provides ability to set what each user role can see and/or edit at the screen/view level.
4.13	1	Authenticates users using Microsoft Windows Server Active Directory. If Active Directory authentication is NOT supported, the solution must:
4.14	N/A	Require users to change their password after their first login.
4.15	N/A	Allow users to reset their password without requiring administrator support.
4.16	N/A	Force users to change their passwords after a specified period of time.
4.17	N/A	Enforce City of Sunnyvale standards for strong passwords: <ul style="list-style-type: none"> • Minimum of 8 characters • Must include 3 of the following 4: <ul style="list-style-type: none"> ○ (1) or more upper case character ○ (1) or more lower case character ○ (1) or more numeric character ○ (1) or more special character
4.18	1	Passwords are encrypted in the database.
4.19	1	Must be available 24 hours a day, 7 days a week with the exception of predetermined scheduled maintenance.
4.20	1	The proposed solution is operational 99.5 percent (99.5%) of the time.
NOTES OR COMMENTS:		
<p>4.9: CityView provides auditing of data that has been found through experience to be important to track - for example status changes and dates that records (in every table) are created. In all cases these fields are non-modifiable. While an audit trail for all transactions is not provided out-of-the-box, audit trails can be configured to be imposed on fields of choice. Once configured, transaction date/time/user stamps are recorded.</p> <p>4.10: Assume City will develop using Application Builder tools</p>		

5. GIS

Question	Response	The Proposed Solution:
5.1	1	Must be compatible and interface with ESRI ArcGIS, Version 9.3 and 10.
5.2	1	Uses standard map navigation functions such as zoom in, zoom out and pan.
5.3	1	Employs a GIS-based graphical map interface for selecting work locations and assets.
5.4	1	Seamlessly integrates with the ESRI GIS to allow activities to be closely coordinated with the GIS functionality. Note that the application should not be able to delete GIS features/spatial records.
5.5	1	Allows for a direct link with the City's GIS provided that ESRI software is installed.
5.6	1	Is able to view projects, permits, and other data of selected parcel(s) from GIS.
5.7	1	Is able to select parcels in the map and add a project for the selected parcels.
5.8	1	Is able to map the results of a query in the permitting system.
5.9	1	Is able to map the results of a query based on one or more databases such as projects,
5.10	1	Is able to view a variety of information layers maintained in ESRI ArcGIS such as parcels, street names, major City facilities, zoning districts, general plan designation, flood zones, and aerial photo.
5.11	1	Ability to import a new or updated map layer created with a compatible tool external to the application, such as ESRI ArcMap.
5.12	1	Ability to create a radius around a selected parcel or parcels at a specified number of feet. The selected parcel(s) will be included as a new selection in the summary display, including partially selected parcels.
5.13	1	Provides GIS integration, and provides the ability to create, mark up, and print a basic location map using ESRI "Map Objects" or equivalent mapping tool.
5.14	1	Define geographical area for mailing list for owners and/or tenants, associate with projects, and save list with associated geographic areas for later use.
NOTES OR COMMENTS:		

6. Dashboard

Question	Response	The Proposed Solution:
6.1		The proposed solution provides a customizable "management dashboard" that can display:
6.1.1	2	<ul style="list-style-type: none"> Pending projects for the specific user sorted by the soonest due first
6.1.2	1	<ul style="list-style-type: none"> Overdue projects, plan checks, and inspections should be highlighted
6.1.3	3	<ul style="list-style-type: none"> Assigned active projects (not yet complete) without a current review pending for the specific user sorted by the soonest due first
6.1.4	1	<ul style="list-style-type: none"> Upcoming Tickler items due for the specific user sorted by the soonest due first
6.1.5	2	<ul style="list-style-type: none"> Unassigned active projects for the Division sorted by most recent submittal date last
6.1.6	1	<ul style="list-style-type: none"> Upcoming Tickler items due for the Division sorted by the soonest due first
6.1.7	2	<ul style="list-style-type: none"> Total number of active project by project type
6.1.8	1	<ul style="list-style-type: none"> Total number of inspections for the current date sorted by inspection type
6.1.9	3	<ul style="list-style-type: none"> Listing of all fee overrides, changes, deletions, voided transaction, etc. for the previous day or since the last system log in.
6.1.10	1	<ul style="list-style-type: none"> User selected "favorites" report list.
6.1.11	2	<ul style="list-style-type: none"> Display the status of user selected "hot projects" from existing projects entered.
NOTES OR COMMENTS:		
<p>6.1.3: Further detail on this requirement is needed to fully estimate the cost. This requirement can actually be met out the box in alternative ways however, through either of a predefined query which pulls the required data which can be saved for repeated use and put into the user's favorites or simply through the Activity to-do lists, where a specific filter can be created for the to-do list which isolates all the appropriate workflow activities which are Pending. The user then goes to their to-do lists and selects that filter and is instantly provided the data required. This can be created with the Application Builder tools by the customer. Cost not included.</p> <p>6.1.9: This requirement is likely met with the audit report but additional detail is required to determine the degree to which a dashboard widget could be created. Detail to be discovered during discovery period. Cost not included.</p>		

7. Building Permits

Question	Response	The Proposed Solution:
7.1	1	Provides the ability to add, edit, update, track, and maintain operational data, such as Building Permits, Plan Checks, Inspections, and Permit Fees.
7.2	1	The system supports the following work flows: <ul style="list-style-type: none"> • Adding a project with associated data • Taking in plans & plan checks • Calculating, estimating, and accepting fees • Scheduling and managing inspections
7.3	1/3	Is able to add new building permits and assign a project number only after certain specified fields are completed.
7.4	3	Is able to assign 8-digit project numbers that begin with the current calendar year in a 4-digit format and the sequential building permit number in a 4-digit format starting with 0001 on January 1 of each year (e.g. 2010-0001).
7.5	1	Allows only active addresses to be used when adding/editing a project.
7.6	1	Is able to allow multiple permit types to be added in a single location for each project number.
7.7	1	Stores all previously added permit applicants, including contractor license and worker's compensation information, and allows the subsequent selection of an existing applicant, or to enter a new applicant.
7.8	1	Requires input of worker's compensation or owner-builder declarations for each building permit.
7.9	1	Is able to track and verify current business license status of contractors.
7.10	1	Provides locations to enter other project numbers (e.g. Building, Engineering, Neighborhood Preservation or Planning) that are related to the project.
7.11	1	Provides an easy method of searching for other projects at the selected address and/or APN.
7.12	1/3	The project's contractor, applicant, and designer fields will be looked up & copied from the customers table, not linked directly, so changes to the customer data do not change historical data.
7.13	1	Contains automated calculations for project valuation based on construction type, use, classification, and square footage and the calculation information is saved for future viewing.
7.14	1	Is able to automatically assign building coordinator/inspector based on project location.
7.15	1	At the time of permit issuance, accepts an electronic signature from the permittee, saves this image with the building permit, and allows updated signatures when necessary.
7.16	1	Provides a submittal checklist where the documents required for a specific project and the documents actually received are able to be logged.
7.17	1	Allows for plan checks to be logged in and automatically assigned a due date based on process type.

Question	Response	The Proposed Solution:
7.18	1/3	Allows plan check due dates to be manually changed; however, when the due date is changed the user is required to enter their user name, password, and a reason.
7.19	1	Requires user to select the departments/divisions that are required to review the plans for each plan check added.
7.20	1	When resubmittals are received, the departments/divisions that previously reviewed the plans should be reassigned the review.
7.21	1	Allow each department/division to enter plan review comments for each review and provide a status.
7.22	1	Updates the plan check date whenever plan check comments or status is entered or updated.
7.23	1/3	Limits manual changes to the plan check due date to selected users and requires the user to enter their user name, password, and reason prior to changing the record.
7.24	1	Does not allow a building permit to be issued until all plan check statuses are OK.
7.25	1	Is able to view and print comments for an individual division or all plan check comments.
7.26	1	Automatically calculates building permit fees based on prescribed fee tables. Fees can be calculated based on fee tables, fee algorithms, and a variety of other data, such as square feet, and there are multiple calculations based on fee type.
7.27	1	Allows fees to be manually added by selecting the fee item (from a drop down menu) and entering the information that the fee is based on (i.e. square footage or valuation) and the fee amount will then be automatically calculated.
7.28	1/3	When manually adding or modifying a permit or mitigation fee, requires the user to enter their user name, password, and a reason prior to changing the record.
7.29	1	Does not allow changes to a fee once it has been paid.
7.30	1	Calculates mitigation/impact fees for specified projects by requiring the user to enter certain information about the current site and proposed project.
7.31	1	Maintains information entered for mitigation/impact fee calculations for editing and viewing purposes.
7.32	1	Does not allow a building permit to be issued until fees have been calculated and paid.
7.33	1	Ability to track sureties including the status, amount (including any reductions), purpose, renewal date, surety holder, surety type, release date, and estimated completion date.
7.34	1	Is able to schedule inspections for the AM or PM, by specific time, or specific block or time.
7.35	1	Allows inspection descriptions to be manually entered in a text field by the user scheduling the inspection.
7.36	1	Only allows inspections to be scheduled after the building permit is issued and all fees are paid.
7.37	1	Displays total count of AM and PM Inspections scheduled by Scheduled date and/or selected Inspector
7.38	1	Displays a calendar of scheduled inspections for each inspector

Question	Response	The Proposed Solution:
7.39	1	Displays the current day's inspections and allows a user to assign a specific inspection to an inspector which is different than the project coordinator.
7.40	1	Allows comments to be added for specific projects including type of comment, commenter, date, and text of comment and clearly displays comments to users.
7.41	1/4	Calculate a fee estimate of building permit fees as well as mitigation fees that is not related to a project number.
7.42	1	Provides access to outside web based resources.
NOTES OR COMMENTS:		
<p>7.3: Our system currently adds the project number when the permit project is added. A onetime customization is required to have the number add only after the required fields have been completed with data. This can be done by the City using Application Builder tools. This applies to all number validation and convention requirements in the document below.</p> <p>7.4: Our system currently defaults to a project number in a similar format but prefixed with PR, optionally the code of the project type e.g. BD (Building Permit), followed by year in a 4 digit format and a number of zeros defined by the customer e.g. PR20100001, or PRBD20100001. Altering this standard to yours with no prefix and a dash is possible with a onetime customization. This can be done by the City using Application Builder tools.</p> <p>7.12: In CityView the contact data is looked up (selected through an autosuggestor) but linked to the permit not copied to it, so that users are always accessing the current address/phone number data for the contact. With a onetime customization we can copy the data to the permit rather than link to it, much the same way as we do for locations attached to a permit. This can be done by the City using Application Builder tools. This applies to the equivalent requirement in all tables below.</p> <p>7.18, 7.23, 7.28: Re-authentication in a supportable and upgradeable way is a Platform level customization, therefore we have included the cost for us to do the onetime customization. This applies to all re-authentication requirements in the below document of requirements.</p> <p>7.34: The Timeframe lookup table is controllable by the customer. Typically customers choose to define the level of granularity with which they want to allow inspections to be scheduled and we configure the lookup accordingly as part of the implementation service.</p> <p>7.41: Fee estimates are typically handled in two ways by customers. One is through the use of the CityView Portal, where the user can progress through the process of adding a "dummy" permit or project right through to the stage where fees are automatically calculated but not submit the application to the database. This way the application record is not created in the system and no project number is assigned. Two is through the CityView Desktop client where an Application Type is configured called "estimate" and the user creates an estimate application for purposes of calculating fees. In this method a project number is created but this application type can be filtered out of reports etc so as to maintain accurate data.</p>		

8. Planning Permits

Question	Response	The Proposed Solution:
8.1	1	Provide the ability to enter, update, and maintain operational data, such as Land Use Permits, Zoning Info and Planning fees, etc.
8.2	1	In particular, the system supports the following work flows: <ul style="list-style-type: none"> ▪ Adding a Project with associated data ▪ Scheduling/Managing Public Hearing Agendas, Work Assignments, ▪ Calculating, estimating, and accepting fees ▪ Managing Documents and Inter-Departmental Reviews
8.3	1/3	Is able to add new engineering permits and assign a project number only after certain specified fields are completed.
8.4	3	Is able to assign 8-digit project numbers that begin with the current calendar year in a 4-digit format and the sequential building permit number in a 4-digit format starting with 7001 on January 1 of each year (e.g. 2010-7001).
8.5	1	Allows only active addresses to be used when adding/editing a project.
8.6	1	Is able to allow multiple permit types to be added in a single location for each project number.
8.7	1	Allows multiple APNs to be assigned to a single project.
8.8	1	Stores all previously added permit applicants, and allows the subsequent selection of an existing applicant, or to enter a new applicant.
8.9	1	Provides an easy method of searching for other projects at the selected address and/or APN.
8.10	1/3	The project's contractor, applicant, and designer fields will be looked up & copied from the customers table, not linked directly, so changes to the customer data do not change historical data.
8.11	1	Provides a submittal checklist where the documents required for a specific project and the documents actually received are able to be logged.
8.12	1	Is able to capture and track information based on a project that may include multiple buildings and/or parcels and/or addresses.
8.13	3	Is able to check if the related APN has a parcel submittal checklist and, if so, asks the user if they would like to copy that submittal checklist to the current project.
8.14	1	Automatically calculates planning application fees based on prescribed fee tables. Fees can be calculated based on fee tables, fee algorithms, and a variety of other data, such as class, and there are multiple calculations based on fee type.
8.15	1	Allows fees to be manually added by selecting the fee item (from a drop down menu) and entering the information that the fee is based on (i.e. square footage or valuation) and the fee amount will then be automatically calculated.
8.16	1/3	When manually adding or modifying an application or mitigation fee, requires the user to enter their user name, password, and a reason prior to changing the record.
8.17	1	Does not allow changes to a fee once it has been paid.

Question	Response	The Proposed Solution:
8.18	1	Calculates mitigation/impact fees for specified projects by requiring the user to enter certain information about the current site and proposed project.
8.19	1	Maintains information entered for mitigation/impact fee calculations for editing and viewing purposes.
8.20	1	Does not allow a planning application to be scheduled for a public hearing or a decision entered until fees have been calculated and paid and the project application has been deemed complete.
8.21	1	Allows automated calculation of project mitigation fees to be completed for specific projects by requiring the user to provide existing and proposed project information.
8.22	1	Ability to track sureties including the status, amount (including any reductions), purpose, renewal date, surety holder, surety type, release date, and estimated completion date.
8.23	1	Allows for applications to be reviewed by a variety of City departments/divisions and have a due date automatically assigned based on project type.
8.24	1/3	Allows project due dates to be manually changed; however, when the due date is changed the user is required to enter their user name, password, and a reason.
8.25	1	Requires user to select the departments/divisions that are required to review the plans for each project added.
8.26	1	When resubmittals are received, the departments/divisions that previously reviewed the plans should be reassigned the review.
8.27	1	Allow each department/division to enter review comments for each review and provide a status.
8.28	1	Updates the review date whenever plan check comments or status is entered or updated.
8.29	1/3	Limits manual changes to the review due date to selected users and requires the user to enter their user name, password, and reason prior to changing the record.
8.30	1	Is able to print comments for an individual division or all review comments.
8.31	1	Is able to track various data types for storm water management.
8.32	1	Is able to track various types of environmental review and generate required reports/notices based on the data.
8.33	1	Manages public hearing calendars and sets public hearing dates for specific projects based on required notification timeframes.
8.34	1	Is able to create a mailing for projects based on the geographic distance required to be noticed.
8.35	1	Allows manual additions to a project mailing list.
8.36	1	Allows multiple project mailing lists for multiple notices on a single project.
8.37	1	Is able to save project mailing list information for future viewing.
8.38	1	Allows the user to select if property owners and/or residents should be included in the list and eliminates duplications.
8.39	1	Automatically includes the project applicant and property owner on all project mailing lists.

Question	Response	The Proposed Solution:
8.40	1	Allows comments to be added for specific projects including type of comment, commenter, date, and text of comment and clearly displays comments to users.
8.41	1/4	Is able to automatically calculate a fee estimate of planning application fees as well as mitigation fees that is not related to a project number.
8.42	1	Provides access to outside web based resources.
NOTES OR COMMENTS:		
8.2: Please see comments to requirement 7.41 with regard to "estimating."		
8.3: Our system currently adds the project number when the planning project is added. A onetime customization is required to have the number add only after the required fields have been completed with data. This can be achieved by the City using Application Builder.		
8.4: Our system currently defaults to a project number in a similar format but prefixed with PL, optionally the code of the project type e.g. SB (Subdivision), followed by year in a 4 digit format and a number of zeros defined by the customer e.g. PL20100001, or PRSB20100001. Altering this standard to yours with no prefix and a dash and starting from 7001 each year is possible with a onetime customization. This can be achieved by the City using Application Builder.		
8.10: Please see comments to 7.12 above.		
8.13: An application-level customization that can be done by the City using Application Builder tools.		
8.39: Managed through the Distribution Lists functionality by defaulting all lists to include "All Linked Contacts" in the list.		
8.41: Please see comments to requirement 7.41 with regard to "estimating."		

9. Engineering Permits

Question	Response	The Proposed Solution:
9.1	1	Provides the ability to add, edit, update, track, and maintain operational data, such as Engineering Permits, Plan Checks, Inspections, and Permit Fees.
9.2	1	The system supports the following work flows: <ul style="list-style-type: none"> • Adding a project with associated data • Tracking submittal of plans & plan check comments • Calculating fees and accepting payment • Processing and accepting supplemental documents • Scheduling and documenting inspections • Managing project dependencies/contingencies, such as pre-requisite, milestone, and close-out.
9.3	1/3	Is able to add new engineering permits and assign a project number only after certain specified fields are completed.
9.4	1/3	Is able to assign 8-digit project numbers that begin with the current calendar year in a 4-digit format and the sequential engineering permit number in a 4-digit format starting with 9001 on January 1 of each year (e.g. 2010-9001).

Question	Response	The Proposed Solution:
9.5	1	Does not limit project addresses to active addresses only; however, provides a warning when a non-active address is entered.
9.6	1	Provides data for addresses outside of the City which have utility service by the City.
9.7	1	Is able to allow multiple permit types to be added in a single location for each project number.
9.8	1	Stores all previously added permit applicants, including contractor license and worker's compensation information, and allows the subsequent selection of an existing applicant, or to enter a new applicant.
9.9	1	Provides locations to enter other project numbers (e.g. Building, Engineering, Neighborhood Preservation or Planning) that are related to the project.
9.10	1	Provides an easy method of searching for other projects at the selected address and/or APN.
9.11	1/3	The project's contractor, applicant, and designer fields will be looked up & copied from the customers table, not linked directly, so changes to the customer data do not change historical data.
9.12	1/3	Provides link to other data base or web-site for data verification or auto-check (such as business license, contractor's license, etc.)
9.13	1	Allows comments to be added for specific projects including type of comment, commenter, date, and text of comment and clearly displays comments to users.
9.14	1	Provides a submittal checklist with dates where the documents required for a specific project and the documents actually received are able to be logged.
9.15	1	Is able to track correspondence if submittal is incomplete
9.16	1	Is able to generate default plan check and inspection comments.
9.17	1	Allows for plan checks to be logged in and automatically assigned a due date based on process type.
9.18	1/3	Allows plan check due dates to be manually changed; however, when the due date is changed the user is required to enter their user name, password, and a reason.
9.19	1	Requires user to select the departments/divisions that are required to review the plans for each plan check added.
9.20	1	When re-submittals are received, the departments/divisions that previously reviewed the plans should be reassigned the review.
9.21	1	Allow each department/division to enter plan review comments for each review and provide a status.
9.22	1	Updates the plan check date whenever plan check comments or status is entered or updated.
9.23	1/3	Limits manual changes to the plan check due date to selected users and requires the user to enter their user name, password, and reason prior to changing the record.

Question	Response	The Proposed Solution:
9.24	1	Is able to print comments for an individual division or all plan check comments.
9.25	1	Is able to track project milestone dates that are either automatically updated or manually updated.
9.26	1	Does not allow an engineering permit to be issued until all plan check statuses are OK.
9.27	1	Automatically calculates engineering permit fees based on prescribed fee tables and project data. Fees can be calculated based on fee tables, fee algorithms, and a variety of other data, such as square feet, and there are multiple calculations based on fee type.
9.28	1	Allows fees to be manually added by selecting the fee item (from a drop down menu) and entering the information that is fee based on (i.e. square footage or estimated costs, etc.) and the fee amount will then be automatically calculated.
9.29	1/3	When manually adding or modifying a fee, requires the user to enter their user name, password, and a reason prior to changing the record.
9.30	1	Does not allow changes to a fee once it has been paid.
9.31	1	Calculates mitigation/impact fees for specified projects by requiring the user to enter certain information about the current site and proposed project.
9.32	1	Maintains information entered for mitigation/impact fee calculations for editing and viewing purposes.
9.33	1	Maintains information entered for engineering fee calculations for editing and viewing purposes.
9.34	1	Is able to maintain a database on historical fee records that is viewable from the engineering permitting system.
9.35	1	Does not allow an engineering permit to be issued until fees have been calculated and paid.
9.36	1	At the time of permit issuance, accepts an electronic signature from the permittee, saves this image with the engineering permit, and allows updated signatures when necessary.
9.37	1	Is able to attach standardized conditions to projects and allows users to manually modify the conditions for a specific project.
9.38	1	Provides a text field for special permit conditions.
9.39	1	Provide a check list of supplemental documents (such as Agreement) with dates of submittal and approval for tracking.
9.40	1	Is able to track securities for a project including type, purpose, amount, surety holder, reductions, and release information.
9.41	1	Only allows inspections to be scheduled after the engineering permit is issued and all fees are paid.
9.42	1	Is able to automatically perform assignment of the project inspector based upon certain criteria.

Question	Response	The Proposed Solution:
9.43	1	Is able to schedule inspections for the AM or PM, by specific time, or specific block or time.
9.44	1	Allows inspection descriptions to be manually entered in a text field by the user scheduling the inspection.
9.45	1	Displays total count of AM and PM Inspections scheduled by Scheduled date and/or selected Inspector.
9.46	1	Displays a calendar of scheduled inspections for each inspector.
9.47	1	Displays the current day's inspections and allows a user to assign a specific inspection to an inspector which is different than the project coordinator.
9.48	1	Provides text and data fields for documenting inspection activities and results, including punch list, notice of violations, stop notices as well as inspections related to stormwater regulations.
9.49	1	Provides access to outside web based resources.
NOTES OR COMMENTS:		
<p>9.3 and 9.4: Please see comments to questions 7.3 and 7.4 above.</p> <p>9.5: Addresses are selected through an auto-suggest tool. This allows the user to start typing the address and the system will pull matching addresses dynamically from the database, for selection of the correct address. If that address is not active it will not show up in the auto-suggest results for selection. In such a case the user can then add the address in the "Temporary Address" field or in the Location Description field.</p> <p>9.6: Yes. This assumes of course that this data is included in the data sources given to Municipal Software for conversion into the new system, and updates thereafter.</p> <p>9.11: Please see comments to 7.12 above.</p> <p>9.12: If this data resides in CityView (e.g. business license information) the link will be direct within CityView. If the data resides in a third party database (e.g. State Contractor license website) a link will be provided to the website through a toolbar button, for navigation and verification. This can be done by the City using Application Builder tools..</p> <p>9.43: See comment to requirement 7.34 above.</p>		

10. Code Compliance

Question	Response	The Proposed Solution:
10.1	1	Provides the ability to add, edit, update, track, and maintain operational data, such as Complaints, Inspections, and Citations
10.2	1	The system supports the following work flows: <ul style="list-style-type: none"> • Adding a complaint with associated data • Issuing citations • Scheduling and managing inspections
10.3	1/3	Is able to add new complaint and assign a project number only after certain specified fields are completed.
10.4	1/3	Is able to assign 8-digit project numbers that begin with the current calendar year in a 4-digit format and the sequential complaint number in a 4-digit format starting with 0001 on January 1 of each year (e.g. 2010-0001).
10.5	1	Allows only active addresses to be used when adding/editing a project.
10.6	1	Is able to allow multiple violation types to be added in a single location for each case number.
10.7	1	Provides a location to add a more specific complaint location.
10.8	1	Provides locations to enter other project numbers (e.g. Building, Engineering, Neighborhood Preservation or Planning) are related to the project.
10.9	1	Provides an easy method of searching for other complaints at the selected address and/or APN.
10.10	1	Is able to print comments for an individual division or all review comments.
10.11	1	Is able to automatically schedule inspection for following day after initial complaint is entered.
10.12	1	Is able to automatically assignment of specialist based on project location.
10.13	1	Is able to schedule inspections by specific date, or specific time.
10.14	1	Allows inspection descriptions to be manually entered in a text field by the user scheduling the inspection.
10.15	1	Is able to track citations provided for various complaints including fines, abatement costs, and public hearings.
10.16	1	Displays a calendar of scheduled inspections for each specialist
10.17	1	Displays the current day's inspections and allows a user to assign a specific inspection to a different inspector.

Question	Response	The Proposed Solution:
10.18	1	Displays total count of inspections scheduled by scheduled date and/or selected inspector
10.19	1	Displays a calendar of scheduled inspections for each inspector.
10.20	1	Provides access to outside web based resources.
NOTES OR COMMENTS:		
10.4: Our system currently defaults to a case number in a similar format but prefixed with CE, optionally the code of the project type e.g. G (Graffiti), followed by year in a 4 digit format and a number of zeros defined by the customer e.g. CE20100001, or CEG20100001. Altering this standard to yours with no prefix and a dash is possible with a onetime customization. This can be done by the City using Application Builder tools.		

11. Land

Question	Response	The Proposed Solution:
11.1	1	Provides the ability to modify and create new land records, such as new streets, addresses, and new parcel records, as well as zoning, land use, and General Plan, etc.
11.2	1	Is able to add new street names.
11.3	1	Is able to add new common names for sites.
11.4	1	Is able to add new addresses.
11.5	1	Is able to add temporary parcel numbers when necessary before Assessor Parcel Numbers (APNs) have been received from the County.
11.6	1	Is able to add tract information for subdivisions and link the information to parcels.
11.7	1	Is able to create a mailing list of property owners and/or occupants for the results of any search criteria.
11.8	1	Maintains assessment information, including various property description data, received from the County.
11.9	1	Is able to add comments on a parcel that may notify users, depending on the type of comment, when adding a project to the parcel and clearly displays the comments.
11.10	1	Is able to track the common area land of a subdivision, which does not have a parcel number, and allow addresses to be assigned to the area. The common area land should also show in the correct location on the GIS map.
11.11	1	Provides the ability to review and upload County data on a monthly basis by Community Development Department staff including assessment information and related records as well as new APN information.

Question	Response	The Proposed Solution:
11.12	1	Is able to match temporary APN information in the land data with the County APNs when received and also updates the record of any active building, planning, compliance, or engineering project with the new APN.
11.13	1	Ability to review and edit the changes that will be made based on update provided by County before the information is imported.
11.14	1	Is able to provide a link between an old APN and a newly assigned or changed APN.
11.15	1	Displays any current planning, building, compliance, or engineering projects associated with a parcel and provides a hyperlink to directly access the project.
11.16	1/3	Is able to track project submittal requirement information for potential project sites including documents required to be submitted, type of project, and staff contact.
NOTES OR COMMENTS:		
<p>11.10: Assumes the common area has some designation e.g. a dummy parcel number or such so that it can exist in the database. Also assumes the GIS system has spatial and attribute data (a unique ID) to map the common area and relate it to the data in CityView. This is commonly done and presents no difficulty from a CityView perspective.</p> <p>11.16: Our submittals checklist screen is currently contained in the modules for permitting and planning. A small onetime customization is required to make this screen available in the Property Information PreBuilt. This can be done by the City using Application Builder tools.</p>		

12. Economic Development

Question	Response	The Proposed Solution:
12.1	1/3	Provide the ability to enter, update, and maintain operational data, such as Business Attraction data, Business Retention data and Business Improvement District and Business License data
12.2	1/3/4	<p>In particular, the system supports the following work flows:</p> <ul style="list-style-type: none"> Reviewing reports and querying information from all City data sources that have business, property, and permitting related data (automatic update to information once query is saved) Receiving email notifications regarding subscribed topics from other divisions/department modules Recording actions and processing to maintain updated queries Querying Business Improvement District (BID) bills and payment history
12.3	1	Imports specified business license data fields from the City's Business License system on a weekly basis.

Question	Response	The Proposed Solution:
12.4	1/2	Is able to create a mailing list of property owners and/or business license contacts for the results of any search criteria
12.5	3	Is able to view the total number of employees for businesses displayed as the result of search criteria.
12.6	3	Is able to view aggregated sales tax data for businesses queried with a minimum of five businesses included in the query.
12.7	1	Allows comments to be added for specific businesses.
12.8	1	Allows additional Economic Development business contacts to be added for specific businesses.
12.9	1	Is able to add data related to business visits.
12.10	1	Displays any current planning, building, compliance, or engineering projects associated with a parcel and provides a hyperlink to directly access the project.
12.11	1/3	Assigns businesses to a Business Improvement District (BID) based on geographical location of the business.
12.12	1	Is able to record and track BID fees due, payments received, and status of accounts.
12.13	1/3	Provides access to outside web based resources.
NOTES OR COMMENTS:		
<p>12.1: CityView Licensing PreBuilt is used as the basis for the Economic Development module. Data from HdL will be routinely imported into the system and the system used to track that and other data pertaining to Economic Development. It is unclear from the requirements what application-level customization will be needed to track what is required, but there will likely be some. This can be undertaken by the City using the application development tools, CityView Application Builder.</p> <p>12.2: Some of this functionality will already be available, some will require customization and some is undetermined from the information available. More information is required to determine applicable costs.</p> <p>12.5 & 12.6: Onetime customization to provide buttons. This can be done by the City using Application Builder tools.</p> <p>12.11: This assignment could happen through the user completing a BID field or by having CityView run a spatial query against the GIS BID layer to establish whether or not the boundaries of the business full within or intersect with that layer. The latter requires a small onetime customization. This can be done by the City using Application Builder tools.</p> <p>12.13: Links can be placed on the CityView toolbar to launch outside web based resources that support the Economic Development process. Placing these links on the toolbar involves small onetime customizations. This can be done by the City using Application Builder tools.</p>		

13. Cash Register

Question	Response	The Proposed Solution:
13.1	1	Collects payments for projects in the permitting system as well as other items not related to the permitting system.
13.2	1/3	Is able to accept, process, and account for payment by cash, check, debit card, or credit card.
13.3	1	Is able to make an unlimited number of split tenders for payment transactions.
13.4	1	Requires payee information to input for all payments.
13.5	1	Does not allow for partial payment of individual fee items.
13.6	1	Tracks payment type by cash, check, or credit card.
13.7	1	Allows refunds to be added to projects in the permitting system with pre-assigned refund amounts for each fee type.
13.8	1	Issues receipts and building permits after fees have been paid.
13.9	1/3	When manually adding or modifying a fee or refund, requires the user to enter their user name, password, and a reason.
13.10	1	Provides a daily reconciliation reports with the option to run the reports only or to run the reports and close out all transactions.
13.11	1	Shall have a PCI compliant gateway.
13.12	1	Shall be certified to transact with Elavon/Vital for credit card processing.
13.13	3/4	Contains web-enabled, customer activated payment equipment that accepts debit cards with PIN entry and credit cards with an electronic signature.
13.14	1	Requires an electronic signature for debit/credit card payment.
13.15	1	Contains a printable payment receipt that includes the electronic signature for debit/credit card payment.
13.16	1/3	Allows voids for transactions only when the daily reconciliation has not occurred for the transaction and requires the user to enter their user name, password, and reason prior to changing the record.
13.17	1	Updates the building, planning, compliance, or engineering project fees to reflect as unpaid when a transaction is voided.
13.18	1	Updates the building, planning, compliance, or engineering project fees to reflect as paid when payment is received for project related fees.
13.19	1	Is able to accept, validate, and authorize credit card payments via the Internet through a PCI compliant third party processor.

Question	Response	The Proposed Solution:
13.20	1	Is able to associate collected fees with a 6 digit cost center number and a 4-7 digit revenue code.
13.21	1	Assigns a sequentially numbered receipt number for each payment transaction.
13.22	1	Is able to combine multiple payments into a single transaction.
13.23	1	Contains internal control to prevent over refunding of a payment.
NOTES OR COMMENTS:		
13.2: Credit card processing is available through the CityView Portal but not through the Desktop client. Adding this functionality in the Desktop involves a onetime customization at the platform level (therefore we have included a cost estimate). Debit card processing involves customization, cost estimate included		
13.13: Municipal Software does not supply hardware equipment. Product modifications are required to enable debit card payment.		

14. Project Summary

Question	Response	The Proposed Solution:
14.1	1	Provides a summary of related projects based on the data input in the related project fields of the various project screens.
14.2	1	Displays information for each project based on the most recent status of that specific project.
14.3	1	Displays the staff contact for each project as a hyperlink that allows the user to automatically e-mail the staff contact.
14.4	1	Displays certain types of project comments for resulting project records.
NOTES OR COMMENTS:		
14.4: The comments displayed for a Master Project is a collection of all Conditions related to each of the related projects and permits that comprise the Master Project.		

15. Reporting

Question	Response	The Proposed Solution:
15.1	1	Describe the reporting technology and capability of the software in the proposal response narrative.
15.2	1	Allows users to create customized reports and save them for access to all users.
15.3	1	Allows users to created reports based on any fields of data throughout the permit tracking system.
15.4	1	Is able to generate exception reports to show fee and other data changes that were made by users.

Question	Response	The Proposed Solution:
15.5	1	Is able to generate reports that populate fields in an Excel and/or Word file.
15.6	1	Allows users with specified access to modify format and text of reports that populate Excel and/or Word files.
15.7	1	Provides a quick links to specified reports on various screens throughout the permit tracking program.
15.8	3	Is able to create reports that select project data based on a random selection, highlight exception items, calculate percentages, and other high level calculations/displays.
15.9	1	Ability to run certain reports from various screens in the permitting application.
NOTES OR COMMENTS:		
<p>15.3: Yes, within the limitations of a relational database system.</p> <p>15.4: Provided through the Audit Report.</p> <p>15.5: Excel and/or rtf, Text, PDF or html but not MS Word.</p> <p>15.7: Quick links to specific reports through the system are provided (e.g. Audit report from Audit screen, Mailing list report from Distribution Lists screen and all rtf-based reports from Activities screens) and navigation to all other reports within the system is extremely quick and easy.</p> <p>15.8: Development of a random search filter operator is a platform enhancement. Cost estimate is included.</p> <p>15.9: Please see comments to 15.7 above.</p>		

Refer to Exhibit C for a listing of reports or their functional equivalent that shall be included with deployment.

16. Document Archive

Question	Response	The Proposed Solution:
16.1	4	Provides the ability to select building, planning, compliance, and engineering projects to be archived by selected various document types.
16.2	4	Is able to archive one or more project number on each archive record.
16.3	4	Is able to link and organize scanned archived documents integrated with a categorizing system to send out documents to be scanned (bar code labels).
16.4	4	Is able to print bar code labels which include the project information, category and sub-category of scanned document.

Question	Response	The Proposed Solution:
16.5	4	Upload the barcode database to an FTP site that the archive vendor accesses and then archived documents are downloaded from the FTP once scanning is complete.
16.6	4	Provides the ability for selected users to edit archived label data before the information is uploaded to the FTP site – no archive label changes can be made once the data is uploaded.
16.7	4	Provides the ability to selected users to edit and view archive records once the completed records have been downloaded.
NOTES OR COMMENTS:		
CityView retains all historic data without the need to archive. CityView also integrates with Electronic Document Management Systems (EDMS). EDMSs often have document archiving capabilities.		

17. History/Documents

Question	Response	The Proposed Solution:
17.1	1	Provide the ability for all divisions to manage and retrieve externally archived data & documents, such as scanned plans and reports associated with a project or address.
17.2	4	Includes the ability to import and manage document data based on downloads, with data clean-up, data verification, and other options as described in individual components
17.3	1	Provides a consolidated viewing of building, planning, compliance, and engineering project history as well as links to scanned/archived project documents and notification is any project comments exist.
17.4	1	Is able to manually upload electronic documents and save to a project or a parcel.
17.5	1	Is able to print a permit history for a specific division's records or for all permit records.
NOTES OR COMMENTS:		
17.1: Provided the document is linked to the project or address/parcel in CityView, retrieval from its repository is easy.		

18. On-line Services

Question	Response	The Proposed Solution:
18.1	1/2	Provides online self services, e.g. obtain minor building permits, schedule building inspections, view building plan check status, obtain zoning and parcel information, obtain tree removal permits, obtain listings of building permits and planning projects.
18.2	1	Is able to obtain Public Works encroachment permits for specified projects types/scope of work.
18.3	1	Allows customers the option of creating an account which will save some general information (not credit card information) and allow viewing of past permits; however, an account is not required in order to use the on-line services
18.4	1	Is able to verify information input at certain steps with the data from the permit tracking system and if inaccurate data is entered or the customer is unable to complete their request on-line, explanatory message shall be provided with contact information for the appropriate City department
18.5	1	Lists the on-line building permits available by project type (e.g. kitchen remodel, bathroom remodel, etc.) rather than by permit type (e.g. electrical permit, plumbing permit) and assigns the necessary predetermined permits for each project type.
18.6		Is able to provide project specific questions for each on-line permit and verify appropriate answers before allowing the customer to continue.
18.7	1	Verifies that the address is valid in order continue with the on-line permit.
18.8	1/4	Verifies that the selected permit type is allowed to be obtained on-line for the address selected.
18.9	1	Allows the option of scheduling the first building inspection as part of the on-line building permit process.
18.10	1/2	Provides a summary of information input and the fee total after all on-line permit information has been entered and allows the customer to select any portion of information entered to make edits or corrections.
18.11	1/3	Requires customer input of credit card information, sign with an electronic signature box (text field) before the order is placed.
18.12	1	Is able to verify the credit card authorization and provides a confirmation screen that includes hyperlinks for the customer to print out a receipt, job card (for building permits), and a description of permit requirements - this information shall also be e-mailed to the customer
18.13	1	Automatically transfers the on-line permit information into the building or planning permitting system.
18.14	1/2	Is able to schedule building inspections on-line for active building permits that have been issued and provides the customer with a printable confirmation and e-mail reminder.
18.15	1	Automatically transfers inspection information into the building permitting system.
18.16	1/2	Provides complete building, planning, and engineering permit history for a selected address or APN in a printable format.

Question	Response	The Proposed Solution:
18.17	1	Provides a link to on-line Parcel Information for the selected address or APN when displaying permit history results.
18.18	1/2	Provides parcel information and a location map for a selected address or APN in a printable format.
18.19	1	Provides a link to on-line Permit History for the selected address or APN when displaying parcel information results.
18.20	1/2/3	Allows customers to obtain planning, building, or engineering project/plan check comments on-line in a printable format with a location map.
18.21	1	Allows searching for review comments by project number or address.
18.22	1	Displays active projects at the address entered when searching for review comment search is done by address and provides a hyperlink to the comments for each active project.
18.23	1	Provides project/plan check comments on-line only after all divisions have entered a status (once the review is complete).
NOTES OR COMMENTS:		
<p>18.1: Listings of building permits and planning projects is data planned to be exposed through the CityView Portal in the future i.e. it is on the Portal development roadmap.</p> <p>18.5: Provides both project and permit type to enable the system to apply the correct business rules to the data to lead the user through the process and apply the correct automation.</p> <p>18.6: Yes, within the limits of the product i.e. the Portal respects business rules to dynamically display data entry fields based on the process and project being followed, so leading the user through the data entry requirements.</p> <p>18.7: Address is entered by selection from the map or by selection from an auto-suggest feature, so verifying the address exists and is active in the database. Typically there is a hyperlink for the user to click if they cannot find their address in the auto-suggester to allow them to add an address themselves. This accounts for situations where newly created addresses are not yet registered with the County Assessor, or available in the City database. If the City wishes this hyperlink to be hidden, this can be confirmed.</p> <p>18.8: In the Portal the address is selected after the permit type is chosen. Business rules will fire to affect the workflow (review) assignment however and this review assignment would typically be what controls the issuance of the permit correctly where location-based rules exist. Therefore we believe the requirements is still met but arrived at in a different way.</p> <p>18.9: This is achieved through workflow i.e. if certain permit types were allowed this, on completion of the permit application process the applicable inspection is added to the workflow of the application and is therefore available for scheduling.</p> <p>18.10: All components of this requirement are met except currently the ability to go back and make edits. This functionality is to be included in the near future as part of the Portal development roadmap.</p> <p>18.11: Price estimate for text box included as a platform level enhancement</p>		

NOTES OR COMMENTS:

18.12: Authentication, a confirmation screen and an email are provided. Receipt and permit requirement documents can be made available for viewing and download, though depending on the document type and business rules, some might not be available for download until later in the process.

18.14, 18.16, 18.18: Yes. However, currently the Portal page is not formatted specifically for printing. This development work to make available a Printer-friendly version is scoped and on the Portal roadmap.

18.20: Review outcomes and corrections are available for printing. See comment to 18.14 above for information on printing format. A map is not available for printing in this specific Portal screen, though it is in other Portal screens. Making it available in this screen would be a one-time customization. **Not included in price without further confirmation.**

18.21: Review results and corrections are displayed. These can also be provided in a downloadable document.

18.22: Results and corrections displayed. Comments provided in a downloadable document.

18.23: Please see comment to 18.22 above.

Schedule “G”

Organization’s RFP No. F0905-102



CITY OF SUNNYVALE, CALIFORNIA

REQUEST FOR PROPOSALS #F0905-102

TO

**PROVIDE AND INSTALL A
PERMITTING SOFTWARE SYSTEM
FOR THE
DEPARTMENT OF COMMUNITY DEVELOPMENT**

**ISSUED
July 20, 2010**

**PROPOSALS DUE:
Wednesday August 18, 2010, 3:00 PM**

AT THE OFFICE OF THE PURCHASING DIVISION

**City Hall Annex
650 West Olive Avenue
P.O. Box 3707
Sunnyvale, California 94088-3707**

**Contact Person During Proposal Response Period:
Dreama Howard, CPPB
Senior Buyer
(408) 730-7396
dhoward@ci.sunnyvale.ca.us**

**MANDATORY PRE-PROPOSAL CONFERENCE:
Date and Time: Wednesday, August 4, 2010, 2:00 – 4:00 P.M.
Location: City of Sunnyvale West Conference Room
650 West Olive Avenue
Sunnyvale, California**

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SECTION I. RULES OF PREPARATION

A. Invitation

The City of Sunnyvale (the City) invites qualified firms to submit written proposals to provide and install a permitting software system for Department of Community Development.

This Request for Proposals (RFP) describes the general rules for preparing and submitting proposals and the City's requirements for the permit system.

Proposer shall submit a written proposal, which presents the Proposer's qualifications and understanding of the work to be performed. The proposal should be prepared simply and economically and should provide all the information which is considered pertinent to the Proposer's qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

Failure to comply with the RFP requirements or to complete any portion of the Proposer Response Pages may result in rejection of a proposal.

B. Vendor Inquiries

Questions that arise prior to the mandatory pre-proposal conference shall be submitted in writing and will be addressed at the conference. Any questions or comments concerning the requirements of this RFP after the conference shall also be made in writing and will be addressed as they are submitted. Any questions regarding the proposal process and/or City requirements should be directed to:

Dreama Howard, CPPB	(408) 730-7710	FAX
Senior Buyer	(408) 730-7396	VOICE
City of Sunnyvale	dhoward@ci.sunnyvale.ca.us	
650 West Olive Avenue		
P.O. Box 3707		
Sunnyvale, CA 94088-3707		

C. **Mandatory Pre-Proposal Conference** - A pre-proposal conference will be held on Wednesday, August 4, 2010, beginning at 2:00 p.m.

This pre-proposal conference is mandatory. The purpose of the conference is to discuss City objectives, to allow proposers to examine the current system, to answer proposer questions and/or to clarify City's requirements. Written addenda may be issued to all attendees if deemed appropriate and necessary by City.

D. Submission of Proposals – Due Wednesday August 18, 2010.

Proposer shall prepare and submit an original plus four (4) copies of the proposal. Proposals shall be submitted in a sealed envelope and clearly marked “Request for Proposals #F0905-102” and must be submitted no later than 3:00 PM, Pacific Standard Time, Wednesday, August 18, 2010 to:

Purchasing Division
City Hall Annex
650 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707

Should proposer decide to utilize an express delivery service, please note that the City Hall Annex is located near the intersection of Mathilda Avenue and Olive Avenue. Proposals **will not** be accepted via fax or Email.

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise, cannot be considered. It is the sole responsibility of the proposer to ensure that its proposal is stamped by Purchasing personnel before the deadline. Proposals received after the announced time and date of receipt by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the City from requesting additional information at any time during the proposal evaluation.

Any proposal submitted shall include a Signature Sheet (see Appendix A-1, Form 3) that has been signed by an individual authorized to bind the proposer. Proposals submitted without such signature may be deemed non-responsive.

E. Evaluation, Demonstration, and Site Visits

Evaluation of the written proposals is expected to be completed within four (4) weeks after the date and time set for receipt. Following written proposal evaluation, the City may request product demonstrations. Each product demonstration will be scheduled to last no more than three (3) hours. The product demonstration will be used to determine the overall system functionality, and will include a review of the minimum requirements listed under Section III, Project Description, and to enable the Proposer to highlight items contained in the respective proposal(s). On-site visits by City officials to locations where similar product is installed may be required. Contract negotiations will take place following completion of the evaluation of the written proposals, product demonstrations, and site visits.

The City will evaluate proposals based on a variety of quantitative and qualitative criteria. The proposal with the lowest price will not necessarily be selected. The City will select the proposal that provides the best overall value to the City.

A committee representing the Department's of Community Development, Public Works, Public Safety, Information Technology and Finance will evaluate the proposals. Committee members will rank Proposers by assigning points as described below.

Maximum Points Possible: 300

Evaluation Criteria	Points Available
1. Overall System Functionality <ul style="list-style-type: none"> a. The technical capabilities of the system proposed by proposer. b. Capability and functionality of each proposed special operational feature. c. Data migration and interoperability 	120
2. Implementation Plan <ul style="list-style-type: none"> a. Proposer's commitment to prompt delivery and installation. b. Feasibility, timeliness, and quality of implementation schedule. c. Level of assistance to be provided to the City by the Proposer during the implementation process. 	40
3. Training <ul style="list-style-type: none"> a. On-site training provided immediately upon installation. b. Proposer's ability and willingness to offer future training, as needed. c. Quality of initial and ongoing training. 	20
4. Ongoing Maintenance and Support <ul style="list-style-type: none"> a. Proposer's capabilities and experience in providing maintenance service. b. Average response time, number of trained technicians, support tools, and any other information to provide a clear understanding of proposer's maintenance program. c. Experience and technical expertise of Proposer's staff. d. Quality of ongoing maintenance and support. 	20
5. References <ul style="list-style-type: none"> a. Proposer's demonstrated ability to successfully install comparable equipment described in this RFP, in municipal, county, or service district environments. For a reference to be considered valid, Proposer shall have served as either the sole service provider or the prime Proposer in the successful installation of the equipment. b. Comparable installations of overall size, complexity, and intended use for the proposed permit system. 	20
6. Cost <ul style="list-style-type: none"> a. Cost for permit system, including implementation and maintenance and support. 	80

The top two or three Proposers whose proposals receive the highest number of points may be required to arrange an on-site visit of a comparable permit system furnished and installed by Proposer and currently in operation. Proposer representative(s) attending any site visits with City staff shall be technically qualified to respond to questions related to the proposal submitted. The City reserves the right to deduct points from those assigned to a Proposer based upon its written proposal should product functionality, as demonstrated, differ from that described in its written proposal.

F. Cost of Preparation of Proposal

The City will not pay costs incurred by the Proposer in the proposal preparation, printing, demonstration, or negotiation process. All such costs shall be borne by the Proposer. The City will, however, be responsible for all costs of City employees associated with needed demonstrations and site visits.

G. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the Proposer and by formal written notice. Proposals submitted will become the property of the City of Sunnyvale after the proposal submission deadline.

H. Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Proposer and submitted as part of the proposal shall become the property of the City of Sunnyvale upon receipt by the City.

I. Right of the City to Reject Proposals

The City reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.

J. Exceptions to the RFP and Associated Documents

Exceptions to the City's contractual terms and conditions must be identified in writing as part of the proposal response. If no exceptions are noted, the proposer waives its right to make changes to the City's agreement.

K. Confidentiality of Documents

All proposals shall be deemed public documents at the time of contract award to the successful proposer. The RFP is intended to be worded in a manner so as not to elicit proprietary information. If proprietary information is submitted as part of the proposal, such information shall be clearly labeled "Proprietary" and accompanied by a request that the information be returned by the City to the Proposer. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information.

L. Contact with City Employees

All questions related to the RFP process shall be addressed directly to the Buyer named on the cover sheet of this RFP. Contact with other City employees during the proposal process is expressly prohibited without prior written consent of the City's Buyer. Proposers who directly contact City employees risk elimination of their proposals from consideration.

M. Non-Collusion Certification

By submitting a proposal, the Proposer is certifying that he/she has not directly or indirectly been collusive with any other Proposer in the preparation and submission of the proposal.

If at any time it is found that the person, firm, or corporation to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said person, firm or corporation shall be liable to the City for all loss or damage which the City may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract for the work, service, or materials. In addition, at the discretion of the City, the collusive contractor may be disqualified from bidding on City contracts for a period not to exceed five (5) years.

N. Sunnyvale Business License

The successful bidder must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.

SECTION II. SELECTED TERMS AND CONDITIONS OF THE CONTRACT

A. Written Agreement

The selected Proposer will be required to enter into a written agreement with the City of Sunnyvale under which the Proposer will undertake the obligations described in this section. The RFP and the proposal submitted in response to this RFP will be included as part of the final written agreement.

B. Termination of Contract

If the Successful Proposer defaults in the performance of the negotiated agreement, or materially breaches any of its provisions, City at its option may terminate this Agreement by giving written notice to the Successful Proposer. If City fails to pay the Successful Proposer, the Successful Proposer at its option may terminate this Agreement if the failure is not remedied by City within thirty (30) days after written notification of failure to pay.

Without limitation to such rights or remedies as City shall otherwise have by law, City also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to the Successful Proposer. In the event of such termination, the Successful Proposer shall be compensated in proportion to the

percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from City to terminate. the Successful Proposer shall present City with any work product completed at that point in time.

C. Insurance

The Proposer shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below.

The Proposer shall take out and maintain during the life of the contract **Workers' Compensation with statutory limits and Employer's Liability Insurance** with limits of not less than \$1,000,000 per accident for bodily injury or disease.

The Proposer shall take out and maintain during the life of the contact such **Commercial General Liability Insurance** as shall protect Proposer, City, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by Proposer, by City, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. Limits of insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

The Liability Insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from Proposer's or City's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5,000 without prior written approval by City.
- Notice of cancellation to City's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- City must be named as additional named insured with respect to the services being performed under the contract.
- The coverage shall be primary insurance so that no other insurance effected by City will be called upon to contribute to a loss under this coverage.

The Proposer shall furnish insurance in satisfactory limits and show evidence of insurance coverage on behalf of any sub-Proposer, if applicable, before entering into any agreement to sublet any part of the work to be done under this agreement.

The selected Proposer shall submit Certificate of Insurance to City within ten (10) calendar days of the date of verbal or written notice of award by City.

D. Indemnification

Proposer shall indemnify, defend, and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

E. Assignment

The performance of the work may not be assigned except upon the written consent of the City. Consent will not be given to any proposed assignment, which would relieve the selected Proposer of its responsibilities under the contract.

F. Delivery Terms

The Proposer shall bear all freight, shipping, and handling costs for delivery of equipment and materials and shall bear all risk of damage and loss, including any insurance costs.

G. Acceptance Test

The Proposer shall provide a written acceptance test plan that demonstrates and verifies the following:

1. All equipment, software, and other items meet specifications.
2. All equipment, software, and other items have been supplied and installed in accordance with this RFP and the contract requirements.
3. The system and all of its components perform in compliance with the contract requirements, all features are operational, and the system is ready for operational usage.

An operational acceptance test will commence when the system is fully installed and operational and is ready for normal usage. Any system failure will be fully documented and retested. Acceptance test results shall be documented and certified by the selected Proposer and signed off by the City's representative.

H. Documentation

The selected Proposer will provide comprehensive, current documentation for the system and its components, including maintenance, operations, and users manuals. All efforts and costs required to develop and deliver documentation shall be included in the proposal. Otherwise, it will be assumed that such items are provided at no additional charge to the City.

Documentation shall include, but not be limited to, the following items:

1. Manuals – The selected Proposer shall provide the following maintenance and service manuals within thirty (30) days after the project completion:

- a. Operator Manuals – Three (3) operator manuals which shall **summarize** instructions to users on how to operate primary features of the system.
 - b. User Operational Manuals – Three (3) complete sets with each set containing one user operational manual for each major component of the system. Each set shall be bound together as a master manual. In addition, computer files of the master manual shall be provided.
 - c. System Administrator, Installation and Service Manuals – Three (3) bound sets of all system administrator, installation and service manuals for the system, regardless of whether a specific component is manufactured by the selected Proposer or another supplier. Service manuals shall include details on hardware and software operation as well as fold-out schematic diagram sheets.
 - d. Any pages that require folding shall be continuous sheets of paper without splices. All manuals shall be professionally bound.
 - e. At least one (1) copy of each of the documents described in Attachment A (Requirements) section 3.14 or their equivalent.
2. Right to Copy – The selected Proposer shall grant the City, in writing, the right to reproduce all printed manuals provided under this contract for its own future needs. Provide the documentation in electronic format in Microsoft Word with the right to print.

I. Progress Payment

The City will pay for products or services based on key milestones with a percentage of the project to be paid upon final acceptance (Exhibit E is an example of a progress payment schedule; a final schedule shall be negotiated with selected proposer). Acceptance testing is described in Section II, Paragraph G, above.

J. Liquidated Damages

If the selected Proposer fails to complete, within the timeframe fixed for completion, the entire work to be performed, the City will assess Liquidated Damages in the amount of \$1,000 per day for each and every day during which work remains uncompleted beyond such time fixed for completion and any lawful extension thereof.

SECTION III. PROJECT DESCRIPTION

A. Specifications

See Attachment A for detailed specifications.

See Exhibits A and B for the ERD/data dictionary and database descriptions of the current City of Sunnyvale business data to be migrated as part of the deployment of the proposed solution.

See Exhibit C for a listing of reports or their functional equivalent that shall be included with deployment.

See http://sunnyvale.ca.gov/Portals/0/Sunnyvale/CDD/Building/1Process_Steps-Combined.pdf for reference documents that provide an understanding of the business process flows, including data elements. These documents are not intended to suggest specific system design.

B. Technical Environment

The City of Sunnyvale Information Technology Department manages a Wide Area Network (WAN) with a gigabit VLAN Ethernet backbone for the Local Area Network (LAN) at the City Hall campus with T-1 circuits to remote sites such as the Community Center (including Performing Arts Center), Senior Center, Columbia Neighborhood Center and two golf courses. There are no network facilities to the parks. The City is connected to the Internet using bridged dual T-1s.

The City of Sunnyvale has standardized on the following equipment: Cisco network components, Network Appliance SAN Storage, Dell Blade Servers running VMWare ESX, Dell PowerEdge servers, Dell desktops with Microsoft operating systems (currently Windows XP, with a planned rollout of Windows 7), and HP printers. The City operates a mix of Novell Netware and Microsoft Windows server 2003 and 2008, and uses Novell GroupWise 7 as the City's e-mail system, with a planned rollout of Google Mail. The City has standardized on Microsoft Office 2002, with a planned rollout of Microsoft Office 2010.

The standard development environment for both web and desktop applications is the Microsoft .NET framework version 3.5 and 4.0, Visual Studio 2010, and Microsoft SQL Server 2008. The standards for reporting are both SAP Crystal Reports and Microsoft SQL Server 2008 Reporting Services.

C. System Hardware Requirements

The City intends to provide the hardware to operate the selected application software. Proposer shall list the recommended server configurations, including whether separate servers are required for the application and database, and whether the system components can be deployed to a shared environment.

D. Project Manager

The Proposer shall designate one Project Manager who shall be responsible for performance of the work. The name of this person and an alternate who shall act for the Proposer when the Manager is absent shall be designated in the proposal. The Manager, or alternate, shall have full authority to act for the Proposer on all contract matters relating to the installation of this system. The Manager may be required to meet on a regular basis with City staff during the implementation period.

SECTION IV. PROPOSAL FORMAT

A. General Instructions

All of the pages included in the Proposer Response Pages (Appendix A-1) shall be completed and submitted as part of the proposal. FAILURE TO FULLY, ACCURATELY, AND LEGIBLY COMPLETE THE REQUIRED FORMS MAY RESULT IN REJECTION OF A PROPOSAL.

The completed Appendix A-1 shall be incorporated into the subsequent contract with the successful Proposer.

Accordingly, the Proposer's responses are a critically important part of a legally binding agreement concerning the capabilities of the proposed permit system.

To assure that misrepresentation of the proposed system does not occur, ***Proposers should seek clarification of any requirements that they do not fully understand.*** Misunderstandings resulting in an improper response to Appendix A-1 will not be considered a valid reason to fail to supply all features indicated to exist by the Proposer. To be considered, proposals shall follow the format outlined in this section.

Each proposal shall consist of the following sections:

1. Proposer Checklist
2. Proposer Background Information
3. Signature Page
4. General Description of the Proposed Permit System
5. Hardware Requirements
6. Installation Plan
7. Training Plan
8. Documentation
9. Maintenance During Warranty Period
10. Ongoing Maintenance and Support
11. Professional Services
12. Software Upgrades
13. Proposed Acceptance Testing Plan
14. Pricing Page
15. Attachments
16. Completed Attachment A

B. Proposal to be Submitted to the City of Sunnyvale

1. Proposer Checklist (Appendix A-1, Form 1)
This checklist has been provided to assist proposers in complying with RFP requirements. Each item on the checklist must be included in the proposal and shall be cross-referenced to the proposal page where the item is located.

2. Proposer Background Information (Appendix A-1, Form 2)
All pages in this section must be completed and submitted on the form provided. Failure to fully, accurately, and legibly complete the form may result in proposal rejection.
3. Signature Page (Appendix A-1, Form 3)
An individual authorized to bind the proposer shall sign the proposal.
4. General Description of the Proposed Permit System.
Proposer shall **attach a narrative** describing the overall operational characteristics of the proposed permit system. Proposers are encouraged to elaborate in this section on any generic features of the proposed system which apply to all or most of the general specifications for the system.
5. Hardware Requirements
Proposer shall **attach a list** of all hardware required to fully comply with requirements of this RFP. Proposer shall clearly indicate which equipment, components, etc. will be furnished by Proposer and which will be the responsibility of the City.
6. Installation Plan
Proposer shall **attach a narrative** that describes a recommended installation plan that the Proposer perceives to be the most appropriate for the City, given the scope of the proposal and other factors that the Proposer deems relevant.

The narrative shall include:
 - a. Overall approach to product installation and implementation.
 - b. The level of assistance the Proposer will provide to City during installation.
 - c. An explanation of what will be required by the City, specifically of the Departments of Information Technology and Community Development.
 - d. A recommended detailed schedule of installation.
 - e. Installation staffing plan, including the number of Proposer's employees dedicated to the installation, their commitment level, their professional classification and experience type/level. Attach a resume of Proposer's Project Manager.
7. Training Plan
Proposer shall **attach a narrative** that describes a recommended training plan for the Information Technology Department and Community Development staff. This plan shall include training provided immediately after installation as well as ongoing training support.

The narrative shall include:
 - a. A list of all on-site training to be provided by the Proposer for City staff including the recommended number and roles of attendees, number of hours to complete each training session, and the cost, if any, of each training session.

- b. A review of the training aids, materials, and other non-personnel resources that will be provided by the Proposer. Proposers are encouraged, but not required, to attach samples of any such training materials to the proposal.
- c. A list of recommended ongoing training available to the City after the product has been installed, including whether the training will be provided by the successful Proposer, the training location, the recommended level and number of attendees, the number of hours to complete each training session, and the cost, if any, of each training session. Should the cost of any Proposer-provided training be in the form of an hourly rate, the rate shall remain firm for a period of one (1) year from the date of successful system implementation.

8. Documentation

Proposer shall **attach a list of documentation** that will be provided for the system.

9. Maintenance During Warranty Period

Proposer shall **attach a narrative** describing a proposed maintenance plan during the one-year warranty period, which is effective at final system acceptance, including terms and conditions, coverage hours, and any associated costs for such maintenance during warranty.

10. Ongoing Maintenance and Support

Proposer shall **attach a narrative** that describes Proposer's capacity and availability to meet the City's ongoing need for technical problem resolution and support, considering the City of Sunnyvale's hours of operation, Monday through Friday, 8am to 5pm PST.

- a. Any maintenance agreements provided by Proposer, including all services provided.
- b. Proposer's toll-free support line, including the hours available (Pacific Standard Time) and days available.
- c. Remote diagnostics.
- d. Location from which service to City will originate.
- e. Number of customers and systems served from this location.
- f. Average response time.
- g. Number of trained technicians.
- h. Network support capabilities and the personnel who troubleshoot network problems.
- i. Process or mechanism for reporting and tracking requests for service.

11. Professional Services

Proposer shall **attach a narrative** that describes Proposer's cost and turnaround times for bug fixes and customization requests.

12. Software Upgrades

Proposer shall **attach a narrative** describing the cost, implementation process, and timeline for software upgrades after implementation of the

software system. Include any required related cost (i.e. training, hardware, etc.) that is required with software upgrades. Also include if software upgrades are required or if the City can choose to stay with an older version.

13. Proposed Acceptance Testing Plan

Proposer shall **attach a narrative** that describes a proposed acceptance plan that demonstrates and verifies the requirements identified in Section II G. The acceptance plan proposed may be modified as a part of contract negotiations.

14. Pricing Page (Appendix A-1, Form 4)

Proposer shall itemize the cost to the City for all system components or modules and shall include all required services, installation, manuals, documentation, training-related expenses and materials to be provided in connection with the proposed system. A narrative may be attached to clarify any cost data submitted.

Proposer's costs for proposal preparation, and insurance, and shipping and handling shall not be included on the Cost Sheets. These costs are the Proposer's responsibility.

15. Attachments

Proposer shall include the following attachments with the proposal:

- a. Specification Sheets – Proposer shall attach specification sheets for all equipment being proposed. Such specifications shall provide information on electrical wiring needs, space requirements and all technical data for a full evaluation. Failure to provide specification sheets may result in proposal rejection.
- b. Exceptions – An explanation of exceptions, if any, Proposer takes to the specifications, terms and conditions set forth in this RFP.
- c. Additional Information – Proposer may attach any additional information that will assist the City in evaluating the proposal.

APPENDIX A-1
FORM 1, Page 1 of 1

PROPOSER RESPONSE PAGES
PROPOSER CHECKLIST

This checklist has been provided to assist Proposer in complying with RFP requirements. All items listed must be included with the proposal. To assist in proposal evaluation, Proposer shall cross-reference the required item with the applicable page in the proposal.

Proposer shall check off each item as it is assembled into the proposal, enter the page number where the item can be found in the proposal, detach the checklist from the RFP and submit it as part of the proposal.

Item	Format	Proposal Page No.
_____ Original +4 copies of proposal	As specified in RFP	_____
_____ Proposer Checklist	Appendix A-1, Form 1	_____
_____ Proposer Background Information	Appendix A-1, Form 2	_____
_____ Signature Page	Appendix A-1, Form 3	_____
_____ General Description of the Proposed Permit System	Narrative	_____
_____ System Requirements	Attachment A	_____
_____ Installation Plan	Narrative	_____
_____ Training Plan	Narrative	_____
_____ Documentation	List	_____
_____ Maintenance During Warranty Period	Narrative	_____
_____ Ongoing Maintenance and Support	Narrative	_____
_____ Pricing Page	Appendix A-1, Form 4	_____
_____ Specification Sheets	Attachment	_____
_____ List of Exceptions (if applicable)	Attachment	_____
_____ Proposed Acceptance Plan	Narrative	_____

A. Company Information

Company Name: _____

Local Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Headquarters: _____

Address: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

Contact Person: _____

Title: _____

Location: _____

Telephone Number (Voice): _____

Telephone Number (Fax): _____

E-mail Address: _____

B. Company Background

1. How many years has the company actively participated in supplying and installing systems similar to the permit system specified in this RFP? _____ Years

2. Location of office from which service will be provided to the City of Sunnyvale. _____

3. How many years has the office which will service the City been open? _____ Years

4. How many employees does the company have?
 - a. Nationwide: _____ Employees
 - b. Office serving the City: _____ Employees
 - c. Service/technical personnel in office serving City: _____ Employees
 - d. Total number of clients currently supported by office that will serve the City: _____ Clients

C. References

Complete the following information for a minimum of three (3) municipal, county, or service district organizations for whom Proposer has installed a comparable system. Proposer's role in the installations must have been either a prime contractor or the sole service provider. References may or may not be reviewed or contacted at the discretion of the City. The City reserves the right to contact references other than, and/or in addition to, those provided by Proposers.

Reference 1

Entity Name:	
Address:	
Contact:	
Title:	
Telephone Number:	
Approximate City (Agency) Population:	
General Description of System Installed:	
Proposer's Role in Installation:	
Installation Date:	

C. References (continued)

Reference 2

Name:	
Address:	
Contact:	
Title:	
Telephone Number:	
Approximate City (Agency) Population:	
General Description of System Installed:	
Proposer's Role in Installation:	
Installation Date:	

Reference 3

Name:	
Address:	
Contact:	
Title:	
Telephone Number:	
Approximate City (Agency) Population:	
General Description of System Installed:	
Proposer's Role in Installation:	
Installation Date:	

APPENDIX A-1
FORM 3, Page 1 of 1

PROPOSER RESPONSE PAGES
SIGNATURE PAGE

PROPOSAL SUBMITTED BY:

COMPANY _____

ADDRESS _____

BY

(Signature of Authorized Representative)

(Print or Type Above Name and Title)

(Date)

(Telephone)

ADDENDUM RECEIPT

The receipt of the following addenda to the specifications, if issued, is hereby acknowledged:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

Addendum No. _____

Date _____

APPENDIX A-1
FORM 4, Page 1 of 2

PROPOSER RESPONSE PAGES
PRICING PAGE

A. Permit System

Proposers shall itemize costs for the on-site permit system on this Pricing Page.

1. Base System Software per Specifications \$ _____

2. On-line services, if not included in Base System (specify) \$ _____

3. Additional Software Modules and Costs, if applicable

a.	_____	\$ _____
b.	_____	\$ _____
c.	_____	\$ _____
d.	_____	\$ _____
e.	_____	\$ _____

4. Pricing for additional customization (items in Attachment A identified as a "3" for One-time Customization) \$ _____

5. Pricing for Data Conversion: \$ _____
Based on Attachment A (Data Migration and Interoperability)
and Exhibits A and B.

6. Software Support Warranty \$ _____

a. If applicable, state cost to provide service during the initial warranty period (specify number of years). If no additional cost, state "not applicable".

7. Training \$ _____
On-Site User Training. If no additional cost, state "not applicable".

8. Implementation. If no additional cost, state "not applicable". \$ _____

9. Other Costs – Please describe. Any costs not listed below will not be paid by City.

a.	_____	\$ _____
b.	_____	\$ _____
c.	_____	\$ _____
d.	_____	\$ _____

TOTAL ONE-TIME COSTS \$ _____

**B. Customization for Professional Services Post Implementation:
Describe below:**

\$ _____

**C. Pricing for Any Additional Customization:
Describe below:**

\$ _____

**D. API (Application Programming Interface)
If no additional cost, state "not applicable".**

\$ _____

**E. Maintenance and Support to be awarded under separate contract for a period of
up to four (4) years following initial warranty.**

1. Annual Maintenance and Support – Permit System

a. Software System

1. Year Two (2)
2. Year Three (3)
3. Year Four (4)
4. Year Five (5)

\$ _____
\$ _____
\$ _____
\$ _____

TOTAL MAINTENANCE AND SUPPORT

\$ _____

Schedule "H"

Software Not Selected

CityView Web Services API

Schedule "T"

City View Application Builder, Correct Usage Protocol

PROPRIETARY INFORMATION

Schedule “J”

Addendum

This Addendum (“Addendum”) is made and entered into by and between Consultant and Organization and hereby amends certain provisions of the Agreement.

Consultant and Organization agree to make the amendments to the Agreement described in this Addendum. Initially capitalized terms not otherwise defined in this Addendum shall have the meaning(s) set forth in the Agreement. Except as otherwise provided in this Addendum, all other provisions of the Agreement shall remain in full force and effect.