Contract Routing Control Sheet
Purchasing
Contact: Dale Dillon Phone: 373-2500
Bid Letter

Tracking#:	13635	**Date Submitted:** 10/31/2017	**Date Needed:** 11/6/2017	
		Date Started: 11/13/2017	**Est End Date:** 11/28/2017	
Contract#:	#8619	**Change Order#:**	**Lease#:**	**Bid#:**
Coliseum#:		**NCDOT#:**	**Resolution#:**	
Requisition#:	63774 64860		**Email For Pickup:** ☑	**Rush:** ☑

Description: Requesting approval to execute the purchase of software and annual subscription costs for 3rd Party software for Code Compliance

Comments: Will be paid on purchase order.

			Account #	CBR	Amount
Vendor:	MyGov, LLC		101-2103-01.5212		$124,160.00
Vendor#:	38110				
Location:				**Total:**	$124,160.00
	PO Box 1192				
	Ada, OK 74821				

✎ Signatures

☐ **Dept Director**	Reviewed By:	_____	Date:	_____
☑ **Finance**	Reviewed By:	_____	Date:	_____
☑ **Accounting**	Reviewed By:	_____	Date:	_____
☑ **Attorney**	Reviewed By:	_____	Date:	_____
☑ **City Manager**	Reviewed By:	_____	Date:	_____
☐ **Mayor**	Reviewed By:	_____	Date:	_____
☐ **City Clerk**	Attested By:	_____	Date:	_____
☑ **Purchasing**	Reviewed By:	_____	Date:	_____
☐ **CCD**	Reviewed By:	_____	Date:	_____

GREENSBORO

DATE: October 31, 2017

TO: Barbara Headen, Assistant City Manager

FROM: Dale Dillon, Purchasing Manager

SUBJECT: Purchase of 3rd Party Software for Code Compliance, GePS Event 8619 –Neighborhood Development

Background:
Request for Bids were posted on the GePS system and the state Interactive Procurement System (IPS) for the above Request for Bid (RFB). The RFB was issued to secure pricing for the purchase of 3rd Party Software for Code Compliance for the Neighborhood Development Department.

Outreach:
The bid was offered to 289 potential bidders in our GePS system and offered to all vendors registered with the State Interactive Procurement System (IPS) site. Vendors that are registered with the state HUB (SWUC) site receive bid notifications when they are posted to the state IPS site. One (1) bid was received through the GePS system. One (1) vendor responded with a no bid. We did not receive any bids from a registered HUB.

Recommendation:
It is the recommendation of the Purchasing Division and Neighborhood Development that Event #8619 be awarded to MyGov, LLC for the requested software and annual subscription costs.

Financial Information:
Purchases made under this Contract will be charged to the account 101-2103-01.5212 with an estimated cost of $124,160.00. This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Concurring:
Beth Benton

_____
Deputy Finance Director

DD/bs
Attachment

_____
Assistant City Attorney

_____
Assistant City Manager

DATE: April 5, 2017

TO: Barbara Harris, Assistant City Manager

FROM: Tiffany Jones, M/WBE Specialist

DEPARTMENT: Office of the City Manager

SUBJECT: Neighborhood Development Software

Attached is a waiver request for your approval. As required by the M/WBE Program Plan, the M/WBE Office searched the database and internet to determine if there were certified M/WBE firms or minority/women owned businesses in the MSA that could provide the service and was unable to locate any. The M/WBE Office supports the waiver of the Plan on this contract. The nature of this contract makes it impractical to apply the terms of the M/WBE Program Plan. Section VII (h)(i) of the M/WBE Program Plan allows for such a waiver under these circumstances.

If approved, please send signed copy to the M/WBE Office. Please give me a call at 373-7698 if you have any questions.

TJ
Attachment

cc: Gwen Carter, M/WBE Coordinator

Internal M/WBE Waiver Request Form

Date: 3/28/17 | Department: Neighborhood Development, Code Compliance Division

Contact Name & Phone: Elizabeth Benton   373-2208

Contract Name and Number (if applicable): n/a

A waiver of the M/WBE participation requirement may be requested by the **Originating Department** at least 5 business days **prior** to advertisement or solicitation. In detail below, please explain your reason for requesting a waiver (attach RFP & supporting documentation as necessary).

Final approval of the request will be made by the City Manager's Office.

We are preparing to solicit bids for a pre-packaged, "off-the self" software or application program, specifically designed for local government, code enforcement work. This is a specialized type of software to meet the needs of local government with regards to enforcement of minimum housing, nuisance and zoning ordinance violations.

There may or may not be an M/WBE firm or company, locally or in the state, able to provide what we are seeking.

We will be requesting proposals from at least 3 companies nationwide specializing in this type of software application.

See attached draft specifics for the RFP.

Elizabeth Benton

Contact Name & Phone Number: | Tiffany Jones |

☑ The M/WBE Office supports the waiver request. Please submit any comments below.

1. The extraordinary and necessary requirements of the contract render application of the Program Elements infeasible or impractical. **Please explain in detail. (Attach supporting documentation as necessary)**

2. The nature of the goods or services being procured are excluded from the scope of this Program Plan.

Please check one of the exclusions below: (Attach supporting documentation as necessary)

▢ Contracts that are subject to the U.S. Department of Transportation Disadvantaged Business Enterprise Program;

▢ Sole Source: the required supplies or services are available from one responsible source

▢ Contracts for electricity or water and sewage services from a municipal utility district or governmental agency;

▢ Emergency contracts for goods or supplies;

▢ Contracts for the City's lease or purchase of real property where City is lessee or purchaser; and

3. Sufficient qualified M/WBEs providing the goods or services required by the contract are unavailable in the Relevant Market area of the project despite every reasonable attempt to locate them. **Please explain in detail the reason for the request: (Attach RFP & supporting documentation as necessary)**

Please see memo

▢ The M/WBE Office does not support the waiver request. Please explain in detail the reason for not supporting the request: (Attach supporting documentation as necessary)

Tiffany Jones
4/5/17

Contact Name: | Barbara Harris |

☒ The CMO Office approves the waiver request

▢ The CMO Office does not approve the waiver request.

Event # 8603-0

Name: 3rd Party Software for Code Compliance

Reference: REQ 63223

Description: This event is to secure a firm, delivered price for the item/items contained in the line details.Although the City tries to maintain continuous access to the GePS website, service may be interrupted. Therefore, suppliers are encouraged to submit bids 24 hours before the event closes.

Buyer:	Bobby Summers	Status:	Draft
Event Type:	INFORMAL BID	Currency:	USD
Category:	SUPPLIES & MATERIALS		

Sealed Bid:	No	Respond To All Lines:	Yes
Q & A Allowed:	Yes	Number Of Amendments:	0

Event Dates

Preview:		Q & A Open:	04/20/2017 02:30:00 PM
Open:	04/20/2017 02:00:00 PM	Q & A Close:	05/02/2017 10:00:00 AM
Close:	05/11/2017 02:00:00 PM	Dispute Close:	

Questions

Question	Response Type	Required
Are there any costs or any associated limitations of data Cloud Storage of the purchased 3rd Party Software for Code Compliance per your responded product? Yes or No with comments.	Yes No Text	Yes
If there are issues with the submitted 3rd Party Software for Code Compliance, what level of service could the City of Greensboro expect per your responded product? Please respond with comments.	Text	Yes

Terms And Conditions

Solicitation Terms

Solicitation Terms

Solicitation terms.

10X Standard Solicitation Conditions Rev. 8-11-16. (application/rtf)

Purchasing Standard Terms & Conditions

Purchasing Standard Terms & Conditions

Purchasing standard terms revised 3-15-16.

Purchasing Standard Terms and Conditions Updated 2 (application/rtf)

Attachments

Attachment

FINAL DRAFT_RFP Code Enforcement Software.pdf

Commodity Codes

Commodity Code	Description
208	COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)

Line Details

Line 1: COMPLIANCE SETUP & TRAINING

Description: This event line is for the total all inclusive cost associated with the inital setup and training of the purchased 3rd Party Software for Code Compliance per the attached specifications.

Item: 3RD PARTY SOFTWARE FOR CODE   COMPLIANCE SETUP & TRAINING

Commodity Code: 208   COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)

Quantity: 1.0000   **UOM:** DL

Requested Delivery Date: 07/01/2017

Require Response: Yes   **Price Breaks Allowed:** No   **Alternate Items Allowed:** No

Add On Charges Allowed: No

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	101210301	5212	100.000%

Line 1 Attachments

Attachment
FINAL DRAFT_RFP Code Enforcement Software.pdf

Line 2: Cost for Annual Subscription/Licensing

Description: This event line is for the total cost associated with the inital annual subscription and licensing of the purchased 3rd Party Software for Code Compliance per the attached specifications. **Also, please attach your anticipated price schedule of annual subscription costs of the years to follow.**

Item: FOR CODE COMPLIANCE SOFTWARE   Annual Subscription/Licensing

Commodity Code: 208   COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)

Quantity: 1.0000   **UOM:** DL

Requested Delivery Date: 07/01/2017

Require Response: Yes   **Price Breaks Allowed:** No   **Alternate Items Allowed:** No

Add On Charges Allowed: No

Line 2 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	101210301	5212	100.000%
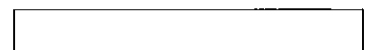
Line 3: Cloud Storage Costs

Description: This event line is for the total cost associated with Cloud Storage or any associated limitations of the purchased 3rd Party Software for Code Compliance per the attached specifications if applicable . If no cost, choose the No Cost Button when responding.

Item: CLOUD STORAGE COSTS   Backup Costs

Commodity Code: 208   COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)

Quantity: 1.0000   **UOM:** DL

Requested Delivery Date: 07/01/2017

Require Response: Yes   **Price Breaks Allowed:** No   **Alternate Items Allowed:** No

Add On Charges Allowed: No

Line 3 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	101210301	5212	100.000%

Subscription Proposal

Proposal For: Procurement
City of Greensboro
300 West Washington Street
Greensboro, NC 27401
(336) 373-2489

MyGov Contact: Tim Koeshall
Account Manager
P.O. Box 1192
Ada, OK 74821
(866) 332-4558 x4
tim@mygov.us

ANNUAL SUBSCRIPTION FEES		ONE-TIME FEES	
Permits & Inspections Module	$0	Server Setup	$2,880
Credential Manager Module	$0	Module Setup	$12,480
Electronic Plan Review Module	$0	On-Line Training	$0
Code Enforcement Module	$0	On-Site Training	$0
Liens & Collections Module	$0	Data Import	$24,000
Licenses & Permits Module	$0	Location Manager Integration	$16,000
Work Order Module	$0	Call Center Integration	$16,000
Asset Manager Module	$0	Data Access Integration	$0
GIS / Mapping Module	$0		
Request Manager Module	$0		
Total	**$0**	**Total**	**$71,360**

READY TO START?

Please complete the information below, then email to tim@mygov.us or fax to (866) 332-4558. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you.

Signature:

Printed Name:

Title:

Date:

Email:

My Desired "Go-Live" Date Is ...

* PROPOSAL VALID FOR 180 DAYS or TO END OF CALENDAR YEAR *

mygov.
Cities Serving Citizens

Subscription Proposal

Proposal For: Procurement
City of Greensboro
300 West Washington Street
Greensboro, NC 27401
(336) 373-2489

MyGov Contact: Tim Koeshall
Account Manager
P.O. Box 1192
Ada, OK 74821
(866) 332-4558 x4
tim@mygov.us

ANNUAL SUBSCRIPTION FEES		ONE-TIME FEES	
Permits & Inspections Module	$0	Server Setup	$0
Credential Manager Module	$0	Module Setup	$0
Electronic Plan Review Module	$0	On-Line Training	$2,800
Code Enforcement Module	$21,000	On-Site Training	$0
Liens & Collections Module	$0	Data Import	$0
Licenses & Permits Module	$0	Location Manager Integration	$0
Work Order Module	$0	Call Center Integration	$0
Asset Manager Module	$0	Data Access Integration	$8,000
GIS / Mapping Module	$21,000		
Request Manager Module	$0		
Total	**$42,000**	**Total**	**$10,800**

READY TO START?

Please complete the information below, then email to tim@mygov.us or fax to (866) 332-4558. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you.

Signature:

Printed Name:

Title:

Date:

Email:

My Desired "Go-Live" Date Is ...

• PROPOSAL VALID FOR 180 DAYS or TO END OF CALENDAR YEAR •

Standard Purchasing Solicitation Terms

1. The City of Greensboro reserves the unqualified right to evaluate all bids, especially where there is a wide range in specifications and to make the award in the best interest of the City of Greensboro. The City also reserves the right to award in whole or in part.

2. Proposals are due at the close time designated in the bid event (Eastern Standard Time).

3. The City reserves the right to reject any and all proposals.

4. Upon request, information concerning award can be obtained from the Centralized Contracting Division or Purchasing Division at 336.373.2192.

5. All request for electronic responses must be submitted electronically, if required, via the City of Greensboro e-Procurement system. The system is accessible at the City of Greensboro Website: Greensboro e-Procurement Site Bidder shall state in the bid response: the delivery time for supplies and materials and/or completion date for services or construction. To be considered, the bids shall be submitted electronically by the specified close time (EST) stated in the bid. If a vendor does not wish to submit a bid but desires acknowledgement of receipt for the request, the bidder shall submit a "no bid" response utilizing the City of Greensboro e-Procurement system. Request for Proposals and/or Bids may be requested through the mail or hand delivery. This information will be detailed in the specifications provided.

6. Sales Taxes: Quoted prices shall not include sales taxes. North Carolina and Guilford County sales taxes may be added to the quoted price when invoices are prepared.

7. Handicapped Accommodations: If a person with a handicap, including vision or hearing impairment or a person needing handicap or any special type of accommodations, desires to attend a pre-bid conference, public bid opening, or desires to meet with the Centralized Contracting or Purchasing Division (336.373.2192), should be notified at least two (2) days in advance. Reasonable accommodations for that person will be arranged.

8. The City of Greensboro does not discriminate on the basis of race, color, national origin, biological sex, religion, age, or disability in employment or the provision of or contracting for goods or services. The City promotes equal opportunity through the Greensboro Minority and Women Business Enterprise Program and encourages Minority and Women Business Enterprises (M/WBEs) to participate in City contracting and sub-contracting opportunities through the North Carolina Historically Underutilized Business (HUB) Certification Program.

   Firms may read about the HUB Certification program at the HUB Certification web site. To become HUB certified, vendor firms must register in the online Interactive Purchasing System Electronic Vendor Registration system. An e-mail address is required to register.

   Completion of the HUB Statewide Uniform Certification Application is required to become a HUB Certified Business. The online application must be printed out, completed and submitted by postal mail to the HUB office with additional required documents. For assistance with the HUB Certification process, please contact the NC HUB Office at 919-807-2330.

9. The acceptance of these terms by the bidder is held to be a mutual agreement as to each and every clause of this proposal and the terms hereof and certifies that the proposal is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The bidder also certifies that the proposal made herein is without any connections with any other person or persons connected in any official capacity with the City of Greensboro, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.

10. In making this proposal, it is understood and agreed that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract made under the same. By virtue of submitting a bid, bidder agrees to all terms and conditions.

11. The City of Greensboro only solicits bids through the Greensboro E-Procurement System (GePS), the NC State IPS site and local newspapers. The City of Greensboro will be held harmless to any solicitation by any other form of media.

12. It is the bidder's responsibility to make sure that their bid is thoroughly completed and properly "Submitted" through the e-procurement system. A bid that is in "Draft" status does not constitute a viable bid. Suppliers can check the status of their bid through the "My Responses" tab at the sign-on screen. Each event's status is located to the far right of the event number. If an event is in "Draft" status it must be changed to a "Submitted" status or it will not show, or be considered, a received bid by the City of Greensboro.

13. Purchase order and/or Contract number must appear on all invoices.

14. Formal proposals apply to purchases of equipment, supplies and material $90,000.00. Proposals are due at the close time designated in the bid event (Eastern Standard Time). Formal proposals submitted will be read publicly and shall be subject to public inspection at that time.

15. Informal proposals apply to purchases of equipment, supplies and material $30,000.00 to under $90,000.00. Proposals are due at the close time designated in the bid event (Eastern Standard Time). Informal proposals submitted will not be read publicly and shall not be subject to public inspection until a contract is awarded.

16. Quick Events apply to purchases of equipment, supplies and material under $30,000.00. Quick Events are typically awarded within 24-72 business hours in an expeditious manner. Award will be made at the time and in the best interest of the City of Greensboro.

17. Standards for award: According to North Carolina General Statute 143-131, the award of the bid shall be made to the lowest responsible bidder or bidders taking into consideration quality, performance and the time specified in the proposal for the performance of a contract or delivery of supplies and materials.

18. If this request for bid is for a Contract, the contract may be extended for (4) one year extensions upon agreement of both parties, but as not to extend more than (5) years in aggregate. For non contract purchases, additional units of the same description can be purchased by the City at the same price as the original bid if both the bidder and the City agree.

City of Greensboro
Standard Terms and Conditions

Specific Duties and Responsibilities

Contractor shall fulfill the duties and responsibilities of this Contract as specified and in accordance with the attached documentation, including scope of work, solicitation, if any, and proposal submitted; plus fee schedule, attached hereto and incorporated by reference herein.

Payment

Terms of Payment: The City's standard payment terms are Net 30 days unless otherwise agreed upon. In performance of the duties and responsibilities, and the scope of work as defined in this Contract, invoices for payment of services or commodities shall be based on fees as provided for in the attached documentation. Payments will be based on services completed or product delivered.

Disputed Items

If any items in any invoices submitted by the Contractor are disputed by the City for any reason, including the lack of supporting documentation, City shall temporarily delete the items and shall promptly notify the Contractor of dispute and request clarification and/or remedial action. After the dispute has been settled, the Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30 day period.

Non-Appropriation

In the event that this contract shall be funded from multiple years, the automatic renewal clause shall not apply to this contract should the Greensboro City Council fail to appropriate funds for the additional term of the contract for the ensuing fiscal year. If this non- appropriation occurs the contract shall become void.

Termination for Convenience

The City may terminate this Contract in whole or in part whenever they determine that said termination is in their best interest. Any such termination shall be effected by the receipt of delivery to either party by written notice of termination 30 days prior to the effective date. In the event of such termination, the City shall compensate Contractor in full for completed work as specified in attached contract documentation incorporated herein by reference and any other eligible expenses incurred prior to the delivery of the written notice of termination.

Termination for Cause

Should Contractor fail to comply with the terms of this contract, the City will give the Contractor, notice of the default, and may give the Contractor a remedial period for a specified number of days to remedy the default. Should Contractor fail to remedy the default, the contract shall be terminated immediately upon the expiration of the remedial period.

Non-Discrimination

Contractor shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.

Drug-Free Workplace

The City of Greensboro requires all vendors or contractors providing supplies and/or service to the City of Greensboro to maintain a drug-free workplace. Upon request the vendor or contractor shall provide documentation to support this certification.

Changes to Contract

This Contract is intended by the parties hereto to be the final expression of their contract and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or contracts to the contrary heretofore made. The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

Conflict of Interest

A.   Contractor agrees to have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Contractor further agrees that in the performance of this Contract, no person having any such interest shall be employed.

B.   No person listed below may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds there under, either for him or herself or for those with whom he or she has family or thereafter:

I.   Who is an employee, an agent, a consultant, an officer, or elected or appointed official of the City of Greensboro or any designated public agency, or sub recipients and;

II.   Who exercises or has exercised any function or responsibilities with respect to assisted activities; or

III.   Who is in a position to participate in a decision making process or gain inside information with regard to such activities.

Governing Law

This Contract is made under, and in all respects, shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Contract shall lie in Guilford County, North Carolina.

Compliance with Applicable Laws

Any term or condition of the Contract which by operation or existence is in conflict with applicable local, state, or federal law shall be rendered void and inoperative. City and Contractor agree to accept the remaining terms and conditions.

Indemnification

Contractor does hereby agree to indemnify and save harmless the City of Greensboro, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, including environmental, which may arise as a result of the Contractor's sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.

Confidentiality

The Recipient, City, will not disclose to any third party, or make any use of the Discloser's, Contractor's Confidential Information except as required by the North Carolina Public Records Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, The City's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Contract that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of North Carolina General Statutes 132-1.2. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

Trade secrets: This Invitation to Bid and all bidder responses are considered public information, except for trade secrets specifically identified as such by the bidder, which will be handled according to State Statutes or other laws. Any information that contains trade secrets shall be communicated to the City of Greensboro by the bidder, through questions and comments in the electronic bid process.

E-Verify Requirements

The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

Iran Divestment Act

As of the date of this Contract, Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Contract on behalf of Contractor certify that they are authorized by Contractor to make this certification. Contracts entered into in violation of this requirement will be void.

Contractor Safety Guidelines

The Contractor will comply, and shall require that all Subcontractors comply with all Occupational Safety & Health Act (OSHA) regulations and all other current and applicable federal, state, county, and municipal safety, health, and environmental laws and regulations as well as industry-related best practices.

Insurance Requirements

If applicable, the Contractor will comply with all insurance, licensing and certification requirements while performing said work for the City of Greensboro. Documents shall be furnished upon contract award and subsequently made available to the City for inspection at any time upon request of the City.

PROTEST PROCEDURES

To insure fairness to all bidders and to promote open competition, the Financial and Administrative Services Department shall actively follow-up and be consistent in responding to a bidder's protest over contract awards. The approval or rejection of bids and the recommendations for award of contracts shall be made by the operating division managing the contracts. A protest or appeal may be made to the Director of the Financial and Administrative Services Department.

When a bidder wants to protest the bid or award of a contract, the Director and the bidder shall comply with the following:

(1) The bidder shall submit a written protest to the Director's office within 7 consecutive calendar days from the date of the bid or award action. The bidder's letter shall contain specific reasons and any supporting documentation for why it has a concern with the action. If the letter does not contain this information, or if the Director determines that a hearing would serve no purpose, then the Director may, within 10 consecutive calendar days from the date of receipt of the protest, respond in writing to the bidder and deny the protest.

(2) If a protest hearing is granted, the Director shall attempt to schedule the hearing within 7 consecutive calendar days after receipt of the protest, or as soon as possible thereafter. Within 7 consecutive calendar days from the date of the protest meeting, the Director shall respond to the bidder in writing with the Director's decision.

(3) The Director may appoint a designee to act on the Director's behalf under this Rule.

When a bidder wants to appeal the decision of the Director, the bidder shall submit in writing a request to the Office of the City Manager for a review of the decision within 3 business days of the Director's decision.

(1) The City Manager, or his designee, shall review the written record of the protest, the hearing, and the Director's decision. The review will not include an evaluation of the facts of the protest. The review will evaluate the fairness of the procedure used in the hearing of the Bidder's protest by the Director.

(2) The City Manager shall respond to the request for appeal in writing within 7 calendar days.

(3) If the City Manager finds that the protest, hearing and findings were properly conducted, the decision of the Director will be upheld and final.

(4) If the City Manager finds that the Director did not properly follow the protest procedure, the City Manager shall provide a new hearing of the protest. After the new hearing, the City Manager can uphold the Director's original decision or overturn it and render a new decision. The City Manager's decision will be final.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, in triplicate originals on the date written above.

CORPORATION
MyGov, LLC

_____

Signature   Date   _____

_____

Title

_____

Printed Name

_____

Witness

Subscription Services Agreement

This agreement is between MyGov, LLC, an Oklahoma corporation (**MyGov**), and the customer agreeing to these terms (**Customer**). It is dated as of the date MyGov signs below.

1. SOFTWARE-AS-A-SERVICE

This agreement provides Customer access to and usage of an Internet based software service as specified on a service order (**Service**). As part of using the Service, Customer may invite third parties (*example*, contractors, citizens, users) to use and access the Service. These third parties will be required to agree to the MyGov Terms of Service when they register with the Service.

2. USE OF SERVICE

2.1 Customer Owned Data. All data uploaded by Customer remains the property of Customer, as between MyGov and Customer (**Customer Data**). Customer grants MyGov the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service. Additional information regarding data exports is located at this FAQ site www.mygov.us/FAQ's.

2.2 Contractor Access and Usage. Customer may allow its contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.

2.3 Customer Responsibilities. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify MyGov promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's Online Help Desk and applicable law.

2.4 MyGov Support. MyGov must provide customer support for the Service under the terms of MyGov's Customer Support Policy (**Support**) which is located at www.mygov.us/support-policy and is incorporated into this agreement for all purposes.

2.5 Demo Use. If Customer has registered for a demo use of the Service or uses a demo service, Customer may access the Service for a limited time period. The Service is provided AS IS, with no warranty during this time period. All Customer data will be deleted after the demo period.

3. SERVICE LEVEL AGREEMENT & WARRANTY

3.1 Warranty. MyGov warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance windows, force majeure, and outages that result from any Customer or third party technology issues); (ii) the functionality or features of the Service may change but will not materially decrease during any paid term; and (iii) that the Support may change but will not materially degrade during any paid term.

Availability Warranty	Credit
98%	3% of monthly fee for each full hour of an outage (beyond the warranty)

* Maximum amount of credit is 100% of the fee for such month.

3.2 LIMITED REMEDY. Customer's exclusive remedy and MyGov's sole obligation for its failure to meet the warranty in 3.1 above will be for MyGov to provide a credit for the applicable month as provided in the chart

above (if this agreement is not renewed, then a refund), for the month; provided that Customer notifies MyGov of such breach within 30 days of the end of that month.

3.3 DISCLAIMER. MYGOV DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE MYGOV TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, MYGOV DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

4. PAYMENT

Customer must pay all fees as specified on the service order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

5. MUTUAL CONFIDENTIALITY

5.1 Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). MyGov's Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).

5.2 Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

5.3 Exclusions. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. MYGOV PROPERTY

6.1 Reservation of Rights. The software, workflow processes, user interface, designs, know-how, and other technologies provided by MyGov as part of the Service are the proprietary property of MyGov and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with MyGov. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. MyGov reserves all rights unless expressly granted in this agreement.

6.2 Restrictions. Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

7. TERM AND TERMINATION

7.1 Term. This agreement continues for one year from the activation date as defined on the service order. Thereafter, the agreement renews for additional 1 year periods unless either party provides the other with written (including email) notice of non-renewal at least 30 days prior to the renewal date.

7.2 Mutual Termination for Material Breach. If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

7.3 Temporary Suspension. MyGov may temporarily suspend access to the Service if amounts past due are not paid within 10 days of notice from MyGov. This notice may be sent via email.

7.4 Return of Customer Data.

- *Within 30-days after termination,* upon request MyGov will make the Service available for Customer to export such data as provided in Section 2.1 or will provide a backup of the data in its native database format.

- *After such 30-day period,* MyGov has no obligation to maintain the Customer Data and may destroy it.

7.5 Return MyGov Property Upon Termination. Upon termination of this agreement for any reason, Customer must pay MyGov for any unpaid amounts, and destroy or return all property of MyGov. Upon MyGov's request, Customer will confirm in writing its compliance with this destruction or return requirement.

7.6 Suspension for Violations of Law. MyGov may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. MyGov will attempt to contact Customer in advance.

8. LIABILITY LIMIT

8.1 EXCLUSION OF INDIRECT DAMAGES. MyGov is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits), even if it knows of the possibility of such damage or loss.

8.2 TOTAL LIMIT ON LIABILITY. MyGov's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 12 month period prior to the event that gave rise to the liability.

9. INDEMNITY

9.1 Customer Indemnified. MyGov shall indemnify the Customer, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the MyGov's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.

9.2 MyGov Indemnified. Customer shall indemnify MyGov, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of Customer's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement.

10. EXTERNAL SERVICES

MyGov may enable access to Customer's and/or third-party services and websites (collectively and individually, "External Services"). Customer agrees to use the External Services at their sole risk. MyGov is not responsible for

examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Customer will not use the External Services in any manner that is inconsistent with the terms of this agreement or that infringes the intellectual property rights of MyGov or any third party. To the extent the Customer chooses to use such External Services, the Customer is solely responsible for compliance with any applicable laws. MyGov reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to the Customer.

11. GOVERNING LAW AND FORUM

This agreement is governed by the laws of the State of North Carolina (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Guilford County, North Carolina, and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. EXCEPTIONS FOR PUBLIC INSTITUTIONS

If the Customer is a qualified public educational or government institution and any part of this Agreement, such as, by way of example, all or part of the Indemnity or Governing Law section, is invalid or unenforceable against the Customer because of applicable local, national, state or federal law, then that portion shall be deemed invalid or unenforceable, as the case may be, and instead construed in a manner most consistent with applicable governing law.

13. OTHER TERMS

13.1 Entire Agreement and Changes. This agreement and the service order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

13.2 No Assignment. Neither party may assign or transfer this agreement or a service order to a third party, except that this agreement with all service orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

13.3 Independent Contractors. The parties are independent contractors with respect to each other.

13.4 Enforceability and Force Majeure. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

13.5 Money Damages Insufficient. Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
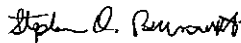
13.6 No Additional Terms. MyGov rejects additional or conflicting terms of any Customer form-purchasing document.

13.7 Order of Precedence. If there is an inconsistency between this agreement and a service order, the service order prevails.

13.8 Survival of Terms. Any terms that by their nature survive termination of this agreement, for a party to assert its rights and receive the protections of this agreement, will survive.

14. SIGNATURES

MyGov and the Customer endorses and enacts this Subscription Services Agreement by signing below:

City of Greensboro, NC (Customer)	MyGov, LLC (MyGov)	
Signature:	**Signature:**	_Stephen O. Burnsworth_
Printed Name:	**Printed Name:**	Stephen Burnsworth
Title:	**Title:**	Project Manager
Date:	**Date:**	10/12/2017
Address:	**Address:**	P.O. Box 1192 Ada, OK 74821

Subscription Proposal

Proposal For:	**MyGov Contact:**
Procurement	Tim Koeshall
City of Greensboro	Account Manager
300 West Washington Street	P.O. Box 1192
Greensboro, NC 27401	Ada, OK 74821
(336) 373-2489	(866) 332-4558 x4
	tim@mygov.us

ANNUAL SUBSCRIPTION FEES		ONE-TIME FEES	
Permits & Inspections Module	$0	Server Setup	$2,880
Credential Manager Module	$0	Module Setup	$12,480
Electronic Plan Review Module	$0	On-Line Training	$0
Code Enforcement Module	$0	On-Site Training	$0
Liens & Collections Module	$0	Data Import	$24,000
Licenses & Permits Module	$0	Location Manager Integration	$16,000
Work Order Module	$0	Call Center Integration	$16,000
Asset Manager Module	$0	Data Access Integration	$0
GIS / Mapping Module	$0		
Request Manager Module	$0		
Total	**$0**	**Total**	**$71,360**

READY TO START?

Please complete the information below, then email to tim@mygov.us or fax to (866) 332-4558. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you.

Signature:

Printed Name:

Title:

Date:

Email:

My Desired "Go-Live" Date Is ...

• PROPOSAL VALID FOR 180 DAYS or TO END OF CALENDAR YEAR •

Subscription Proposal

Proposal For:	Procurement City of Greensboro 300 West Washington Street Greensboro, NC 27401 (336) 373-2489	**MyGov Contact:**	Tim Koeshall Account Manager P.O. Box 1192 Ada, OK 74821 (866) 332-4558 x4 tim@mygov.us

ANNUAL SUBSCRIPTION FEES		ONE-TIME FEES	
Permits & Inspections Module	$0	Server Setup	$0
Credential Manager Module	$0	Module Setup	$0
Electronic Plan Review Module	$0	On-Line Training	$2,800
Code Enforcement Module	$21,000	On-Site Training	$0
Liens & Collections Module	$0	Data Import	$0
Licenses & Permits Module	$0	Location Manager Integration	$0
Work Order Module	$0	Call Center Integration	$0
Asset Manager Module	$0	Data Access Integration	$8,000
GIS / Mapping Module	$21,000		
Request Manager Module	$0		
Total	**$42,000**	**Total**	**$10,800**

READY TO START?

Please complete the information below, then email to tim@mygov.us or fax to (866) 332-4558. Upon receipt, a "Subscription Services Agreement" and detailed "Services Order Form" will be emailed to you.

Signature:

Printed Name:

Title:

Date:

Email:

My Desired "Go-Live" Date Is ...

• PROPOSAL VALID FOR 180 DAYS or TO END OF CALENDAR YEAR •

1.0 INTRODUCTION AND PURPOSE.

1.1 Purpose:

The City of Greensboro Department of Neighborhood Development (hereafter referred to as ND, "the Department", or "the City") is seeking to procure a third party software system to serve as a core business application. This software system will be used to manage workflows and record keeping related to code enforcement cases, periodic inspections, and regulatory enforcement programs. It will also be used to track and manage information for all Greensboro properties, for nuisance conditions, junked vehicles, minimum housing and zoning enforcement. This system is hereafter referred to as the Local Ordinance Enforcement (LOE) System.

The goal of the LOE System is to provide a next-generation replacement to its current database system that will provide core tracking and workflow functionalities, as well as to integrate closely with (or replace) other ND tools and systems (such as electronic document management, geographic information, billing and financial management, management reporting, etc.) to provide a seamless overall experience for ND internal and external customers.

The purpose of this RFP is to solicit proposals for the most appropriate third party LOE System from a qualified Vendor at a firm, fixed price, including implementation services. (For the purposes of this RFP, a "Vendor" is a company that can provide goods and/or services to the City of Greensboro; a "Proposer" is a Vendor who has submitted a response to this RFP; and a "Contractor" is a Vendor with whom the City has contracted for goods and/or services.) The City prefers to purchase an existing system that is commercially available, allows for customizations, is in use by other municipalities of a similar size, and is proven to operate effectively over time.

ND prefers to purchase from a Vendor who has demonstrated long-term viability as a company and a long-term commitment to customers through regular product enhancements and on-going support.

ND is seeking a Vendor that provides a proven, effective, and carefully structured approach to implementation of the chosen system. In this context, implementation refers to all efforts required to provide a complete and functioning system, and to prepare ND staff to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, designing minimal software modifications, testing, training, data conversion, end user and technical documentation, project management, implementation change management, and post-implementation warranty support as described in the Statement of Work.

Although ND is requesting proposals for complete systems, including software or SaaS, and services that include any and all third-party components, the City at its sole discretion may choose not to acquire all optional system components. The City may also exercise the option to procure third-party components directly, in addition to or in lieu of any identified in specific proposals.

ND expects to fully implement the selected LOE System by or before December 31st, 2017.

ND intends to award for the highest valued Product / Vendor that will assume financial and legal responsibility for the contract. Proposals that include multiple vendors must clearly identify one Vendor as the "prime contractor" and all others as subcontractors.

ND reserves the right to reject any or all Vendors whose software and implementation proposals do not adequately meet ND's stated Minimum Qualifications or Mandatory Requirements (Sections 2 and 3, respectively) or the price of which exceeds the amount that ND determines it is able to afford for this procurement.

3rd Party Compliance Software for Code Enforcement

1.2 Background:

The mission of the Code Compliance Division of the Neighborhood Development Department (ND) is to ensure all housing and parcels withing the city limits comply with local minimum housing code(s), nuisance ordinance and the Land Development ordinance (Zoning). To carry out these functions, ND issues a variety of Notices, and executes many diverse processes.

In replacing the LOE system which was created "in-house", ND hopes to address many of these current gaps, including:

- Out-of-date client-server technology

- Inflexible presentation in the user interface

- Functionality/usability gaps that necessitate the creation of numerous custom applications

- Inadequate data architecture for expanded "resource" tracking (including photos and billing)

- Poor tools for application integration and interfaces

- Limited capabilities for code re-use

- Inadequate support for current technology standards

- Lack of easy support for mobile platforms and mobile capabilities

- Inadequate capabilities for support of public-facing "self-service" web applications

- Costly maintenance requiring highly specialized, non-transferable skill sets

This LOE platform will not continue to be a viable and ND envisions implementation of a new software platform in the 2017-2018 time period, with an expected service life of 10-12 years beyond. The new must continue to support all currently supported processes, as well as provide capabilities for new process requirements and new technology opportunities that may arise in the future.

1.3 Objectives

ND's selected software solution must offer the finest possible capabilities to support all processes.

These are the objectives and desirable outcomes of this RFP and replacement process:

- Support code enforcement processes with a next generation software platform for the future. Choose a solution that is easy to implement and easy to understand, but designed for configurability so that we can match our current processes as much as possible.

- Reduce the number of custom web applications needed (due to increased functionality native to our core application), and achieve better application integration with our remaining applications (whether commercial products, City enterprise applications, or ND custom solutions).

- Have greater flexibility in adapting the out-of-the-box user interface to fit ND business practices. In particular, we would like to offer more "role based" interfaces to our core application, where particular staff can see all the information relevant to them, and not have to see things they use less often.

- Have a more robust workflow engine, with greater capabilities for providing workflow automation and customization, better tools for enforcing data rules and business rules, and a

flexible tool set to quickly respond to future Ordinance directives and business process changes.

- Decrease complexity and our maintenance burden through good design, use of best practices, reliance on industry standard platforms and technologies, and greater re-use of code and business rules.

- Position ourselves to go beyond our current internal limitations and provide additional capabilities such as interdepartmental coordination, mobile field access, business intelligence, cloud-based computing, and case monitoring.

- Continue to offer external services for public access, and specifically access by other internal City departments.

1.4 Scope

The City intends to acquire the most appropriate, financially attractive, solution from a qualified Vendor at a firm, fixed price, to enable it to create, manage and track regulatory activities, enforcement actions, and property information. The City intends to purchase a proven system/solution that is already in use and operating effectively in other jurisdictions of similar size and complexity. The City requires an integrated Software or SaaS system, along with software implementation, integration and maintenance support.

Software Scope

The general capabilities of the software solution chosen, not only needs to replace the functionality of our current system, but is also expected to offer us new capabilities. Current capabilities needed include the following:

- The ability to manage beginning-to-end code enforcement processes, including complaint lodging, case assignment, investigation inspections, issuance of notices and other enforcement documents, Manger's Review, appeals, variances, Hearing Examiner processes, referral for legal action, case resolution, and exception processes.

- Support for a variety of periodic inspection programs, housing, nuisance and zoning, and closure processes.

- Support for employee resource management, including tracking employee labor efforts, employee assignment and utilization, management reporting and performance to goals, full support for industry-standard reporting and querying tools, and robust ad hoc reporting tools.

- Support for auditable financial tracking, billing process management tools, and complete records for tracing and reconciliation tasks (as needed).

Expanded capabilities needed include:

- Expanded integration capabilities. With our current system, we have suffered from an inability to create true integrations, with traceable relationships and maintainable interfaces. For our replacement, we will want excellent integration using software industry-standard approaches.

- Additional Areas where we would like to integrate (or obtain directly, should these features be included in the winning selection), are GIS application and geo-spatial data, public-facing services offered on the internet (such as online case review, inspection requests, support for

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internal mobile applications (for field personnel), and support for external mobile applications (for customers using mobile devices).

- Quality and design features that utilize software industry standards and non-proprietary languages, allow code re-use, and enable lower maintenance costs.

Services Scope

As part of the contract scope, the City requires system implementation and integration services to transition from our current software to the chosen platform. Both software or SaaS and services must be included in the winning proposal. Multiple Vendors may be included in the proposal for execution of the various proposal components, but proposals that include multiple Vendors must clearly identify one Vendor as the "prime contractor" and all others as subcontractors. The prime contractor will retain ultimate responsibility for the entire contract and its successful execution.

For the services portion of the contract, ND expects proposals to include a plan for implementation and management of the transition from LOE system to the chosen replacement platform. ND will partner with the chosen Vendor during implementation, both to assist with the transition, and to ensure sufficient knowledge transfer for ND to be fully capable of on-going management, maintenance, and expansion.

The Statement of Work (Section 3.0 of this RFP) provides more details on ND's preferred implementation phasing approach and expectations regarding project approach and deliverables.

1.5 Current System Overview

ND currently uses our LOE system for the following major areas:

- Complaint and case management for areas of Code Enforcement authority (including Notice of Violation processes, issuance of Penalties and case tracking, Manger's review and and on-going management of all case types.

- Personalized dashboard view of current work assignments and due dates.

- The current LOE system is also linked to the City's Contact Center and a dataportal for Police Dept dashboard info.

ND has limited functionality for internal staff in the following ways:

- Staff support tools

    o Calendaring system for ND workgroups to manage their internal schedules.

    o Tools for staff to estimate work effort per project, and supervisors to make assignments, set completion targets, and monitor review progress.

    o Monitoring/alert tools to support efficient plan movement and routing.

    o Inspection support tools to view daily assignments (list or map), balance workloads, link to related relevant documents, and enter inspection results in the field.

ND provides functionality and interfaces for the public to accomplish the following operations:

- View all details and current status of any case or complaint when searching by case number or address.

1.6 Computing Standards

The City strongly prefers the Windows operating systems for servers. ND staff desktops are currently using Windows 10 with Internet Explorer currently considered the primary web browser for staff use.

Public-facing web interfaces must support at least these major web browsers most last and most current versions: Google Chrome, Mozilla Firefox and Microsoft Internet Explorer and Edge

Public-facing interfaces must comply with the City's Privacy Policy – no personally identifiable information should be collected unless volunteered by the user in an email. Only standard traffic-tracking data such as IP Address and browser/device information will be collected.

If any installations or configurations are required on staff desktop or tablet computers to support this software, such installation or configuration must be compatible with management through Dell Kace K1000 Systems Management Appliance , which is the City standard for personal computer management.

1.7 Current User Information

ND currently handles all investigation of code violation complaints on private property, and a number of other processes. Our LOE Database has approx. 30-60 users and is mainly used by ND Code Complaince staff with a small number of users in other City departments including: Planning Department, City's Contact Center and IT.

Estimated LOE System Users by Function

Module	Current Active Case Counts	Annual Total Case Counts
Housing cases	703	1,170
Zoning Cases		
Zoning Cases	79	1,975
Nuisance Cases		
Nuisance Cases	169	4,031
Vehicle Cases		
Vehicle Cases	125	2,135

Additionally, ND has built custom web applications that are public-facing. Our desire is for most of these application(s) to be built-in to our chosen replacement system.

Finally, ND anticipates the need for an estimated 20 internal and 10 external (non-employee) users – primarily private inspectors, who are licensed and contracted with the City to perform work on the City's behalf. We estimate having up to 10 of these users logged on concurrently as needed.

Proposals should suggest a licensing model that provides maximum value and flexibility in the price proposal, based on the above user counts for all categories.

1.9 Interfaces

Proposers should evaluate the following list of minimally required interfaces. Cost proposal(s) must include developing and implementing all of the following interfaces. An asterisk (*) after the application name denotes future or desired integration (rather than one that currently exists inside the City).

Required Interfaces

Vendor / Application Name	Direction (relative to Vendor Solution)	Interface Description
Contact Center Custom Web Application	Inbound	• Passing of case status with specified details to and from the Contact Center Applicaton and the Vendor solution.
	Outbound	
ESRI/ArcGIS	Inbound	Map Services and Data from the City of Greensboro should be utilized for the vendor solution to correctly idenfity geographic information including addresses, parcels, etc.
	Outbound	• None
Microsoft/Outlook*	Inbound	• Calendar schedules
	Outbound	• Inspection appointments • Intake appointments • Review appointments
City of Greensboro Data Interfaces	Inbound	• The City will require and interface to be able to consume all Vendor LOE data as a result of current integrations of LOE data in the City such as the Open Data Portal, support for Police activities, Public Information Requests, etc.
	Outbound	

1.10 Data Migration

For purposes of determining level of effort for data conversion, Proposers should assume ND wishes to migrate all of the the data in our current LOE system.

2.0 MINIMUM QUALIFICATIONS

The following are minimum qualifications in order for their proposal to be eligible for evaluation. The Proposal should clearly reflect how your firm will meet the minimum qualifications without looking at any other material (ie one-page overview). Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

All Proposals must meet the following minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Proposal to be rejected from further evaluation.

Software
- Software Vendor must have been in the business of providing software for Municipal Government Enforcement and Inspections industry for a minimum of 5 years.
- Software (*Namexxx*) or SaaS being proposed has been in production for a minimum of 1 year.
- Software (*Namexxx*) or SaaS being proposed must be operating and providing a full range of functions in at least 4 North American jurisdictions with a population of 200,000 or more, and in operation for at least 12 months. *(If more than 1 version of the Software or Saas is in use – please identify the versions used by Jurisdications)*

System Integration
- At least one of the implementations above included a conversion of >100,000 data records or more.

Project Manager
- Proposed project manager for the software has managed at least 3 software implementation projects of similar scope and complexity within the last ten years

3.0 MANDATORY FUNCTIONAL AND TECHNICAL REQUIREMENTS

The following are mandatory functional and technical requirements the Vendor must meet for the proposal to remain eligible for consideration. Each Vendor must clearly demonstrate that their software / product meets these mandatory requirements, or their proposal will be rejected as non-responsive.

The Proposal should clearly reflect how your firm will meet the functional and technical requirements without looking at any other material (ie one-page overview). Those that are not clearly responsive to these technical requirments shall be rejected by the City without further consideration:

All Proposals must meet the following mandatory functional and technical requirements to be considered responsive. Failure to meet these minimum requirements will cause the Proposal to be rejected from further evaluation.

Minimum Mandatory Functional and Technical Requirements Description

Ability to process multiple record types and track process steps, fees, reviews, inspections, and specialized data for each. Major categories of record types to be supported must include:
    Code enforcement
    Property and building management
    Billing

Ability to provide a public-facing portal for applicant/public to view case information and status, initiate actions, and make requests online
Designed using a web-based architecture: web application server back-end (n-tier) and web browser client front end (with no dependency on workstation operating system)
Has a workflow engine where jurisdiction can work with the vendor to configure best business processes; supports basic workflow features including sequential and parallel steps, recognition of events to trigger further actions, and branching/decision logic based on the data involved and on the user performing the action.
Provide a <u>statement of confirmation</u> that the Software or SaaS is using industry standard Application Programming Interfaces (API), adapter development kits, or similar enterprise application integration (EAI) tools to facilitate data transmission and exchanges. *(The Vendor is not required to provide proprietary data or info for this section for the purposes of this RFP)*

4.0 Statement of Work (SOW)

ND expects the selected Vendor ("Contractor") to take the lead in the implementation of the software. The Contractor's staff shall supply the majority of the labor and implementation to install and configure the software as well as to provide project leadership, best practices, and tools to guide and collaborate with ND and Information Technology (IT) staff to implement, test, train, deploy, and stabilize a complete operational, integrated system according to the requirements and functionality prescribed within this RFP.

ND does have requirements and preferences regarding how implementation is phased as below:

The role of ND and IT staff is to provide subject matter expertise and participate in the project throughout the implementation process, relying on the Contractor's expertiece to guide the implementation of this new system.

The following list of objectives details ND's desired services and associated deliverables. Contractors may offer additional services and deliverables which they believe would be beneficial to ND, but must explain the purpose and content of any such additional offerings.

Objective 1: Provide project management and coordination	
Deliverable 1.1	Baseline Detailed Project Work Plan
Purpose	To establish a mutually agreed-upon project baseline before significant work occurs and to identify the specific tasks and resources needed to deliver the elements in the Work Statement in a timely fashion.
Content to Provide	An outline breakdown structure, including tasks, dependencies, schedules, deliverables, and the Contractor and ND resource assignments, shown with a level of detail to allow effective project control. The project work plan shall also include a detailed analysis of key project performance indicators.

Objective 2:	Perform initial installation
Deliverable 2.1	**Hardware Specifications**
Purpose	To provide ND and IT with all necessary hardware, software, service and data specifications to enable preparation of the City of Greensboro Code Compliance division, the city's Contact Center and the Police Dept Dashboard data platform for installation of the Licensed Software at least 45 days prior to the scheduled installation.
Content to Provide	Detailed specifications of the Hardware and associated environmental requirements for the proposed system, that ND will need to provide.
Deliverable 2.2	**Installation Certification Document**
Purpose	To certify the successful setup of the Licensed Software, to be accessed in the Cloud, and that the test, development, and production environments are functioning as necessary to support the implementation effort.
Content to Provide	A signed document warranting and certifying that the Licensed Software or SaaS has been installed or provided access to for ND's test, development, and production environments, that the Licensed Software works as intended, that the installation has not degraded use of other ND computer systems, that user authentication information is correctly shared with ND's network user authentication application, and that the Licensed Software can be accessed via the network and can communicate with other ND network resources necessary for the full functioning of the Licensed Software. The document will also summarize the components installed and describe the means used to verify the installation.

Objective 3:	Assist with Business Process Design, Address Gaps, and Configure Software
Deliverable 3.1	**System Configuration Documentation**
Purpose	To document how the Software or SaaS system was configured and the business process decisions behind the configuration. To identify gaps where the software cannot be configured to meet desired business processes and identify resolutions for those gaps, as well as to clearly communicate the system configuration.
Content to Provide	A document that effectively describes the entire Software or SaaS system configuration, including decisions made and the logic behind those decisions. The document will identify specific work activities that cannot be automated with the Licensed Software, describe alternative solutions, identify related cost, schedule, and design impacts, recommend solutions and document decisions. ND will work in parallel to document their code enforcement processes to work with the proposed software configuration. Gaps identified in the existing LOE system will be addressed and best practices considered in the design of the process.

This Deliverable will confirm the shared understanding between ND / IT and the Contractor of the requirements and the method by which they will be satisfied during the implementation of the Licensed Software. It must identify existing requirements that need to be revised or clarified for unambiguous interpretation and address additional requirements identified during work sessions with ND stakeholders. |
| **Deliverable 3.2** | **Configured Software Ready for Test** |
| **Purpose** | To deliver functioning Licensed Software or SaaS to ND configured for test in accord |

	with the System Configuration Reports. To certify that all test and production Computer System environments are functioning as necessary to support the implementation effort.
Content to Provide	The configured Licensed Software or SaaS, installed or made available on ND's Computer(s) or System(s), including all workflows necessary to support ND work operations. Certification that the Licensed Software or SaaS works as intended and is ready for user testing.
Deliverable 3.3	**Application Architecture Documentation**
Purpose	To concisely document the Licensed Software's architecture and interfaces in a manner understandable to all project participants.
Content to Provide	A document that details: 1. The major modules of the software and the interfaces between them 2. For each software module, the major data inputs, functions to be performed, and major data outputs 3. All external interfaces, including a description of the information sent and received, and the method and timing of the interface 4. Data structure definitions 5. A security plan for user access rights and a template to guide ND's development of a comprehensive security plan

Objective 4: Migrate historical data	
Deliverable 4.1	**Data Conversion Plan**
Purpose	To define the approach and schedule for converting historical data to the new Licensed Software and for populating data fields that must be completed prior to Productive Use.
Content to Provide	A document that: 1. Identifies the data to be converted, including a map that cites specific data sources and destinations for each field 2. Defines necessary conversion algorithms 3. Defines roles and responsibilities associated with data conversion and field population 4. Identifies all data elements in the Licensed Software that must be populated prior to Productive Use, including those with no source data in ND's legacy systems 5. Provides a plan for ensuring that the Licensed Software is appropriately populated with all necessary data prior to Productive Use 6. Provides a plan for testing the converted and populated data in the Licensed Software for accuracy and consistency
Deliverable 4.2	**Migrated Data**
Purpose	To convert historical data and migrate it to the new Licensed Software in accord with the Data Conversion Plan.
Content to Provide	Data converted and loaded onto the test system, verified, and migrated to the production system and certified as ready for use.

Objective 5: Develop Interfaces	
Deliverable 5.1	**Interface Specifications**
Purpose	To document the specifications for system interfaces defined in the RFP and by mutual agreement between ND and the Contractor.
Content to Provide	A document that defines the specifications for necessary interfaces at a sufficient level of detail to support development of interfaces.
Deliverable 5.2	**Tested Interfaces**
Purpose	To deliver the real-time or near-real-time functionality that effectively connects the Licensed Software to the required interface programs.
Content to Provide	Software code and/or configuration parameters to make the interfaces specified in the Interface Specifications operational. Certification that the interfaces are working in accord with the associated specifications.

Objective 6: Perform testing	
Deliverable 6.1	**Test Plan and Scripts**
Purpose	To define the approach for testing of the Licensed Software or SaaS as applicable.
Content to Provide, as applicable	A document that: 1. Defines the overall testing process, including unit, system, acceptance, field, and performance testing 2. Includes all necessary test scripts – these will be developed by the Contractor and must adhere to ND quality standards 3. Defines a mechanism for tracking test performance and completion 4. Defines procedures for managing the test environment, including change control 5. Defines procedures for assigning severity to problems encountered 6. Defines entrance and exit criteria for each round of testing
Deliverable 6.2	**Tested Software**
Purpose	To ensure the software as configured is ready for business use. ND will conduct user acceptance testing.
Content to Provide	Software certified as ready for use/user-acceptance testing.
Deliverable 6.3	**Volume/Stress Testing Report**
Purpose	To conduct volume/stress testing and document the results of performance testing.
Content to Provide	Completed volume/stress testing and a document that: 1. Describes the overall volume/stress testing process 2. Documents the volume/stress testing results and provides recommendations for improving system performance 3. Documents improvements made to tune the system for optimal performance

Objective 7: Conduct training	
Deliverable 7.1	**Training Plan**

Purpose	To define the approach and schedule for end-user and technical systems operation/configuration training.
Content to Provide	A document that: 1. Outlines the necessary classes and curriculum for each class 2. Provides a content outline to guide development of classroom materials 3. Identifies ND attendees, other city staff users and instructors 4. Provides a training schedule 5. Provides a mechanism for tracking completion of training
Deliverable 7.2	**Training Materials**
Purpose	To provide ND with materials for each training session.
Content to Provide	Content and materials for each class, tailored to ND's configuration.
Deliverable 7.3	**Training**
Purpose	To train ND "trainers" on system use and train technical staff on system administration and configuration of the Licensed Software.
Content to Provide	The delivery of user and technical systems operation training in accord with the Training Plan.

Objective 8: Provide go-live support and stabilization services	
Deliverable 8.1	**Go-Live and Stabilization Plan**
Purpose	To define the steps necessary for a successful Go-Live and subsequent stabilization of the Licensed Software.
Content to Provide	A detailed task plan, including a readiness checklist and resource assignments, to support moving the Licensed Software into Productive Use. It will include a data load and conversion plan and a contingency plan in the event that the Go-Live fails. The Plan should anticipate a minimum of two dry runs and include a back-out strategy and clearly defined go/no-go decision points. It will also include a stabilization plan that details the Contractor's commitments to stabilization and the transition to full support by ND staff.
Deliverable 8.2	**Technical Operations Manual**
Purpose	To guide ND and IT staff in the technical operation and maintenance of Licensed Software or SaaS after implementation, including site-specific customizations and operational considerations, as required per Software or Saas, if appliacable.
Content to Provide	An online Technical Operations Manual that describes the procedures necessary to operate and maintain the Licensed Software after implementation, customized to ND's configuration.
Deliverable 8.3	**Business User Manual**
Purpose	To guide ND business staff with the use and ongoing configuration of the Licensed Software.
Content to Provide	Online documentation that supports ND-specific business use of the software and provides guidance to end users in correct execution of user-performed application maintenance and configuration activities. Includes site-specific customizations and usage considerations, as required per Software or Saas, if appliacable.

Deliverable 8.4	Configured Licensed Software in Productive Use
Purpose	To provide ND with functioning Licensed Software configured to meet ND's business needs, loaded with ND's data per the Conversion Plan, and interfaced with other ND systems per the Interface Plan.
Content to Provide	Implemented Licensed Software in Productive Use.
Deliverable 8.5	Stabilization Services
Purpose	To provide ND with support services for a defined period of time subsequent to Go-Live, including the identification and resolution of malfunctions and operational issues.
Content to Provide	Stabilization services, commencing at Go-Live and terminating at Services Final Acceptance.

5.0 Contract Provisions

6.1 Contract Term :

Any contract awarded shall be for an initial term of five years with extensions allowed to include, not only the delivery and maintennace of the system, but also possible future enhancements/upgrades to the system. Such extensions shall be automatic, and shall go into effect without written confirmation, unless either party provides advance notice of the intention to not renew. Such notice shall be given at least 90 days prior to the otherwise automatic renewal date.

6.2   Rates and Prices: Pricing shall be prepared with the following contract terms considered.

6.2.1 Pricing shall be fixed and firm throughout the original contract. At that time, the Vendor may submit a written request for a price increase. The written request is to be at least 90-days in advance.

6.2.2 Thereafter, written request for price increases shall only be considered upon the contract anniversary date (at least 90-days prior to the contract anniversary date).

6.2.3   Such requests shall consider the following: The price request must:
- Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase
- Remain firm for a minimum of 365 days

6.2.4 The request shall be considered by the Buyer and may be accepted or rejected. Failure to submit a price request at least 90-days prior to the contract anniversary date shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Buyer.

6.2.5 The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or for other circumstances beyond the control of both parties, in the opinion of the Buyer.

6.3   Request for Price Decreases:

Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same

pricing structure as the original. The City may likewise initiate a request to the vendor for price reductions, subject to mutual agreement of the vendor.

6.4 Cost Reductions:

Any cost reductions to the Vendor shall be reflected in a reduction of the contract price effective immediately. Greensboro will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

6.5 Factory Authorized Reseller:

For proposers who are reseller of product bid, he or she must be authorized and must be qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including available of spare parts and replacement units.

6.8 Trial Period and Right to Award to Next Low Bidder:

A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive bidder by mutual agreement with such bidder. Any new award will be for the remainder of the contract and will also be subject to this trial period.

Submittal Checklist: Each complete proposal submittal to the City must contain the following:

Cover Letter		☐
Legal Name		☐
One-Page Overview	Mandatory	☐ see 1st paragraph 2.0 Min. Quailfication
Minimum Qualifications	Mandatory	☐ see Section 2.0
Functional & Technical Requirements	Mandatory	☐ see Section 3.0

Management Response	Mandatory	☐ Attachments: *These shall be provided in the Management Proposal. If any attachments are not included or are incomplete, the City may reject your proposal or may require the Vendor to submit the missing information by a deadline.* For Software Vendor (if prime): • Company Experience Statement • Dunn & Bradstreet "Supplier Evalaution Report" or Financial Statements from 3rd party Accounting firm • Major Installations and References • List of Terminations (if any) • Relationship to System Integrator and description of Integrator Supervision For System Integrator (if prime) • Company Experience Statement • Dunn & Bradstreet "Supplier Evalaution Report" or Financial Statements from 3rd party Accounting firm • Company Organization Chart • Current Commitments • Previous Experience & References
Pricing Proposal:	Mandatory	☐
Reseller Certification	If applicable	☐
Proposed Maintenance Support Agreement	Mandatory	☐
City Contract Acceptance & Exceptions		☐

1. EVALUATION PROCESS

The evaluation shall be conducted in a multi-tiered approach. Proposals must pass through each round to proceed forward to the next round.

Vendors will be evaluated based on the following categories:

Rounds 1 and 2	
Minimum Qualifications	Pass/Fail
Mandatory Functional and Technical Requirements	Pass/Fail
Round 3	**Maximum points**
*Pricing Proposal	25
*Management, Support and Training Proposal	20
*Technical Response/Integration Requirements with Greensboro's GIS and other applications	25
*Features & Functional Requirements of software	25
*Company History & References	5
Round 3 Total	100

Round 1: Minimum Qualifications and Responsiveness*. City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial pass/fail review shall proceed to Round 2

Round 2: Mandatory Functional and Technical Requirements* —The City will then review submittals for initial decisions on responsiveness to the specific mandatory functional and technical requirements as listed in Section 3. Those found responsive based on this initial pass/fail review shall proceed to the Round 3.

> **Responsive meaning the vendor has submitted a response to address all minimum requirements and provided the mandatory items in the checklist and a 1-page overview (see paragraph 1 under minimum qualifications pg 7).*
>
> *Responsible meaning meeting the minimum requirements*

Round 3: Proposal Evaluation

The City will evaluate proposals that successfully pass through the previous Rounds. The City will evaluate vendors based on Pricing, Management, Technical, Features and Functions and Customer Historyl Responses to the RFP. The Proposals will be scored based on a possible 25 points for each component (see chart above).

Those proposals that cluster within a competitive range in the opinion of the evaluation team may be invited to provide a product demonstration and management interview in Greensboro. The City of Greensboro will be awarding this contract to the vendor whose proposal offers the highest Value based on the current and anticipated future needs of ND – not necessarily the best pricing.

Point(s) of Clarification: Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.