

CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Civos, Inc. (Civos)** herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _____.
2. CITY desires to utilize the services of CONTRACTOR to provide the City with **the installation, implementation, and full data conversion of the existing PermitCity software to a new upgraded building module called "Viva Civic" which will be including but not limited to, on-line permitting for Planning, Building, and Engineering services.**
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This Agreement shall cover services rendered from date of this Agreement for a **total performance period of five (5) years**, with an option to extend said agreement and additional four (4) years, unless otherwise terminated per Section 3.5. Option years shall be exercised one (1) year at a time, at the sole option of the CITY.

This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the Scope of Work, which is attached as Exhibit "A", and is hereby incorporated by reference.

2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist the services as further specified in CONTRACTOR'S description of service attached hereto Exhibit "A" and incorporated herein by reference and all the requirements specified in the City's Request for Proposal attached hereto as Exhibit "D". CONTRACTOR agrees that its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONTRACTOR'S profession.

3. **Compensation.** CONTRACTOR shall be compensated as follows:
- 3.1 **AMOUNT.** Compensation under this Agreement shall be per Payment and Fee Schedule.
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed (NTE) amount of **One Hundred Thousand Dollars (\$100,000.00), one-time cost**, payable in accordance with the Fee Schedule in Exhibit "B".
 - 3.3 **Payment.** For work under this Agreement, payment shall be made per invoice upon milestone completion. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on subscription quote and payment schedule included.
 - 3.4 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
 - 3.5 **Termination.** CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Conflict of Interest.** CONTRACTOR shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

a. (Contractor)
Civos, Inc.
Attention: Massoud Abolhoda
714 East Micheltorena Street
Santa Barbara, CA 93103

b. (Address of CITY) (with a copy to):

Attention: Alana Cheng
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **Contractor's Proposal.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Civos, Inc. (Civos)

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

EXHIBIT "A"

**Description of Services
Scope of Work**

DESCRIPTION OF SERVICE

Scope of Work for Building and Citizen Access System

The scope of work to be performed by Civos Inc.:

Civos Inc. to provide following services in addition to hosting, support and maintenance outlined in the agreement.

- Install the Building module of Viva Civic and include Building and Engineering permits identified below.
- Customize the software in accordance with the City permitting and inspection workflows processes.
- Update and implement fees in the software solution according to the City fee schedule.
- Convert and import existing data from PermitCity software.
- Accept web applications for permit types, including all current on-line self-service permit application functionality.
- Issue permits and interface with City's cashiering system, including deposits, refunds, voids, and returned payments.
- Allow the public to pay invoices Check and Credit Card (for limited amounts) using the City's contracted payment processor, FIS.
- Allow public to self-schedule inspections using existing web method or similar
- For public self-scheduling, set a number of inspection slots available for each calendar day.
- The City requires real-time full read-only access to the City's data in the database and any file attachments, outside of the application (when applicable, AND in coordination with Viva Civic technical staff). The City is familiar with cloud technologies, including AWS and AWS GovCloud. The ability to update data through the database or web-API is also highly desired.
- Provide four (4), two (2) hour on-line training sessions for City Staff.
- Host the system on EC2 Amazon, provide all required security and back-up system.
- Integration with Green Halo System

Permit Type:

Building

- Commercial
- Residential
- ADU/ JADU
- Mechanical (RES/COM)
- Electrical (RES/COM)

- Plumbing (RES/COM)
- Address
- Cell Site
- Reroof
- Solar
- Fire Sprinklers/ Suppression
- Fire Alarm
- Community Events
- Special Events
- Sign

Engineering

- Grading Water meter
- Sewer lateral
- Backflow preventer
- Flood zone
- Right-of-Way (ROW)
- Transportation

Applications Types:

Planning

- Land Use Application
- Preliminary review application
- Preliminary use application
- Lot Line Adjustmenet
- Density Bonus Application
- SB35 Application

EXHIBIT "B"
FEE SCHEDULE

Exhibit B

Civos cost proposal for the City of Garden Grove Electronic Plan Review Technology and Services

One Time Cost:		
1	<p>Viva Civic Building software (full system upgrade from Permitcity):</p> <p>Includes:</p> <p>1-Building Module including Building Permits and Engineering Permits and Planning applications identified in Exhibit A</p> <p>2-Citizen Access</p> <p>3-Unlimited user</p> <p>4- Four 2-hr online training included</p> <p>*** Important, please note the following limitation and additional cost</p> <p>a-Includes up to 10-terabyte storage for storing attachments, additional space will be provided at the cost.</p> <p>b- Cost of credit card processing to be paid by the city.</p> <p>c-This price does not include any applicable taxes, we do not expect any since we are providing services.</p>	\$75,500.00***
2	<p>Customization, Implementation, installation and project management :</p>	Included
3	Integration with 3 rd party software identified in the RFP	\$24,000.00
4	Data Conversion from Permitcity	Included
5	Additional on-line training	\$500 per 2 hour
	TOTAL ONE-TIME COSTS For Full system upgrade	\$99,500.00
Reoccurring cost:		
6	<p>Annual support, hosting and maintenance</p> <p>5% increase in year 2 and 10% increase yearly for years 3 to 7</p>	\$25,000/year
7	Additional professional services and programming beyond the scope of this proposal	\$200/hr.

Payment Terms:		
	<ul style="list-style-type: none">• 20% at start of project initiation• 25% at completion of minimum viable product• 25% completion of Data Conversion• 30% at completion of project	

EXHIBIT "C"

PERFORMANCE OBLIGATIONS

EXHIBIT C

PERFORMANCE OBLIGATIONS

I. Maintenance Contract Provisions

- A. Scheduled hardware and software maintenance will be coordinated with Client staff and occur off normal business hours. Maintenance windows will be kept to the minimum length necessary to complete work. Client accessibility may be impacted due to scheduled maintenance. The Client facing site will always present the Client with a maintenance message during maintenance.
- B. Civos will provide:
 - a. Support for server hardware
 - b. Support for software all software necessary for the Civos system including the operating system and any third party software necessary for the permit system.

II. Hosting Contract Provisions

A. Pursuant to the terms herein, Civos agrees to provide Hosting Services for the Client's permitting system ("Hosting Services"). Civos will provide Hosting Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Contract. Hosting Services are defined as the storage of Client permit system on the Civos' hardware at either the Civos' site, or Client facilities as preferred by the Client. In the event of a decision to change site, Client will notify Civos and schedule a transition which allots Civos two weeks preparation. Downtime will be minimized to the extent possible.

B. With regard to Hosting Services, the Parties agree to the following:

- (a) Civos shall provide a web based application as described above.
- (b) Civos will host Client site on a device configured with all software necessary for standalone operation of the application. This will include an industry standard x86-based rack-mount server, operating system, Postgres database software, Apache web server software, and all application layer software. Civos will maintain all software such that the application will function as a black box for the purposes of the Client. Licensing of all software running on the device will be maintained by the Civos.
- (c) Civos will backup Client site at least once every 24 hours backup, with a weekly backup kept for 4 weeks and a monthly backup kept for 1 years or other similar schedule mutually agreed upon. Redundant site will be on hot standby in a geographically distinct location. Business resumption transition will occur to the hot standby within four hours during normal business day.

- (d) Civos shall not be responsible for the Client's direct internet access or latency within the Client's SMTP email system. Logs of all email notifications sent by the application will be made available to Client staff. In the case of catastrophic failure of a network connection, business resumption hot standby site will be activated.
- (e) Client agrees not to use any process, program or tool for gaining unauthorized access to the accounts of other Civos Clients or account holders or other Civos systems. Client agrees not to use Civos services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Civos hosting services at Civos' discretion.
- (f) Any misuse of Civos resources that disrupts Civos's business is considered abuse and will not be tolerated. Examples of misuse include but are not limited to the display of pornography, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner ("Spam"). Such conduct will result in immediate termination of hosting services at Civos's discretion.
- (g) Client agrees not to use Civos services in a manner in which system or network resources are denied to other Civos clients, Clients or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

III. Service Level Contract Provisions

A. Civos shall provide, in exchange for payment of fees and compliance with the terms and conditions of this Contract, a Service Level Agreement as described below.

- B. Technical Support. A Civos technician will be available during "Normal Business Hours" (8 a.m. to 5 p.m. Pacific Time Monday through Friday, excluding Client holidays) to take Client calls, faxes, or e-mails. Client may contact the Civos using one of the following methods during normal business hours:
1. Direct phone contact with the technician
 2. Civos' Voice Mail System
 3. E-mail

During times other than normal business hours, Civos personnel are available by phone to respond to Service Level 1 Errors pursuant to Schedule B-1. An emergency telephone number will be provided to designated Client personnel.

C. Contact Tracking. Once contacted, the Civos' technician opens a "ticket" with the following information:

1. Client Personnel
2. Urgency
3. Problem with the Client providing:
 - a. Screenshots / Data entry involved
 - b. If issue relates to forms, data entry, or interactive components, Civos needs from Client the parameters the Client or user entered in order to generate the problem
 - c. Step-by-step detail (if available) on how the problem was generated
 - d. User information and approximate times during with the problem initially occurred
 - e. Civos will provide further contact and problem resolution tracking information in response to problem report

SCHEDULE B-1

Service Levels

TABLE OF SERVICE LEVEL REQUIREMENTS. By way of example, but not by limitation, a compilation of the deadlines stated herein is included below for convenience of reference by the Parties.

	Level 1 Error	Level 2 Error	Level 3 Error
Initial Response Due	6 hours	8 hours	5 bus. days
Correction Required	24 hours	2 bus. days	10 bus. days
Escalation	12 hours	2 bus. days	5 bus. days

D. CLASSIFICATION OF SERVICES. Services are classified as follows:

(1) Service Level 1 (“**Critical**”) : An Error, for which there is no means of Circumvention, causing (i) unrecoverable "crashes" of the Licensed Software, (ii) ongoing unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality that prevents permit processing. A Service Level 1 may be attributed to the permit software, third-party software, hardware failure, server attack, hack, or virus and may require emergency recovery from a previous backup.

(2) Service Level 2 (“**Urgent**”) : An Error causing (i) ongoing but recoverable loss or corruption of data for which there is no means of Circumvention, (ii) loss of essential Licensed Software functionality that prevents permit processing that can be Circumvented, or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented.

(3) Service Level 3 (“**Minor**”) : An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented or (ii) difficulties in the user interface.

(4) **Service Level 4 (“Extra Work”)** :Programming code and/or graphic changes that the Client would like Civos to perform. These changes may include changing programming logic, adding functionality or features, creating new templates, adding new graphics, or modifying existing graphics. A Service Level 4 will be billed at prevailing hourly rates.

E. **SERVICE LEVEL CORRECTION.** Civos agrees to correct reported Service Level Requests in accordance with the following provisions. All time references below are clock hours or calendar days, unless otherwise specified.

(1) **Service Level 1 Errors**

a. Civos shall provide Client with a telephone number for emergency support to be used by Client at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Level 1 Errors.

b. Civos shall provide an initial response to all Service Level 1 Errors within two (2) hours following the report of Error.

c. Civos shall use commercially reasonable efforts to resolve Service Level 1 Errors within twenty-four (24) hours following the report of Error.

d. Client shall provide Civos with a telephone number for emergency decision making should a business decision need to be made by Client staff during resolution of a Level 1 Error.

(2) **Service Level 2 Errors**

a. Civos shall provide Client with a telephone number for emergency support to be used by Client during normal business hours (7a.m. to 6 p.m., Monday through Friday, excluding Client holidays).

b. Civos shall provide an initial response to all Service Level 2 Errors within four (4) working hours following the report of Error.

c. Civos shall use commercially reasonable efforts to resolve Service Level 2 Errors within two (2) business days following the report of Error.

(3) **Service Level 3 errors**

a. Civos shall provide Client with a telephone number for support to be used by Client during normal business hours (7 a.m. to 6 p.m., Monday through Friday, excluding Client holidays).

b. Civos shall provide Client an initial response to all Service Level 3 Requests within five (5) business days following the Request.

c. Civos shall use commercially reasonable efforts to resolve Service Level 3 within ten (10) business days following the report of Error

(4) Service Level 4

- a. Civos shall use commercially reasonable efforts to resolve Service Level 4 Requests as mutually agreed. Civos will bill Client
- b. as provided for in this contract.

1.1.1.1.1.F. **ESCALATION PROCEDURE.** In the event Civos has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in Section E above, Civos shall initiate, at the Civos' expense, the following escalation procedures.

(1) **Service Level 1 Errors:** If a Service Level 1 Error is not corrected within twenty four (24) hours following the report of Error, Civos technicians attempting to correct the situation shall notify Director of Operations, who will immediately become personally involved in resolving the problem. Civos shall keep Client apprised of the status of its efforts to correct the Error at no less than eight (8) hour intervals. For the term of the Early Adopter program, Service Level 1 errors will also be reported upon escalation to the CEO.

(2) **Service Level 2 Errors:** If a Service Level 2 Error is not corrected within two (2) business days following the report of Error, Civos technicians attempting to correct the situation shall notify Director of Operations, who will immediately become personally involved in resolving the problem, Civos shall keep Client apprised of the status of its efforts to correct the Error at no less than two (2) business day intervals. For the term of the Early Adopter program, Service Level 2 errors will also be reported upon escalation to the CEO.

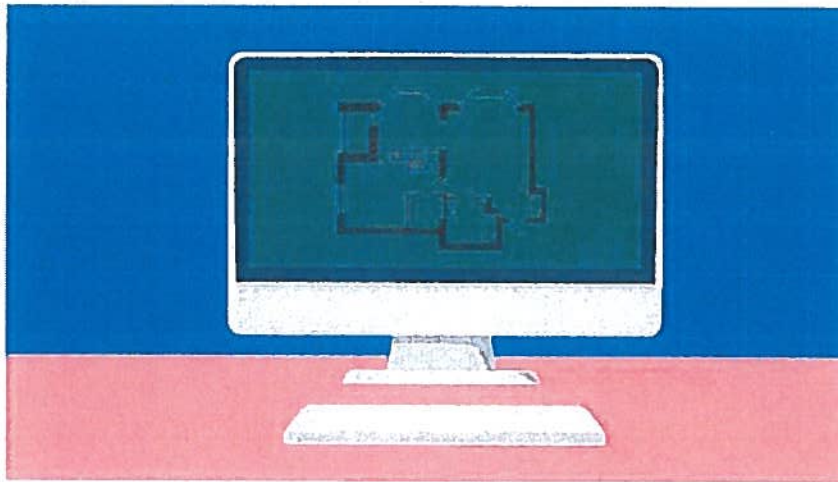
(3) **Service Level 3 Errors:** If a Service Level 3 Error is not corrected within ten (10) business days following the report of Error, Civos technicians attempting to correct the situation shall notify Director of Operations, who will immediately become personally involved in resolving the problem, Civos shall keep Client apprised of the status of its efforts to correct the Error at no less than five (5) business day intervals.

EXHIBIT "D"
REQUEST FOR PROPOSAL



CITY OF GARDEN GROVE
REQUEST FOR PROPOSAL

ELECTRONIC PLAN REVIEW TECHNOLOGY AND SERVICES



BUILDING & SAFETY DIVISION
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

RFP Circulation Date:
December 21, 2020

Proposals Submission Deadline:
No later than 5:00PM (PST), Thursday, January 21, 2021

City of Garden Grove
City Clerk's Office
11222 Acacia Parkway
2nd Floor
Garden Grove, California 92840
Attention: Alana Cheng

TABLE OF CONTENTS

NOTICE OF REQUEST FOR PROPOSALS.....	3
A. INTRODUCTION.....	3
B. BACKGROUND.....	4
C. SYSTEM FUNCTIONALITY REQUIREMENTS.....	4
1. Application/ Submittal Dashboard	
2. Pre-Application Review (Planning/Building/Engineering)	
3. Plan Review	
4. Online Permitting	
5. Planning Projects	
6. Inspection Scheduling	
7. Reporting	
8. OPTION ITEMS.....	6
D. START AND COMPLETION OF WORK (SCHEDULE).....	7
E. FORMAT, REQUIREMENTS, AND SUBMITTAL DEADLINE.....	7
F. EVALUATION CRITERIA AND SELECTION PROCESS.....	9
G. SPECIFIC RESPONSE REQUIREMENTS.....	10
**Items 1-22	
H. ADDITIONAL INFORMATION.....	15
I. ATTACHMENTS.....	17
1. Sample Professional Services Agreement Template.....	18
2. Sample Insurance Certificates and Endorsements.....	19

NOTICE OF REQUEST FOR PROPOSALS

OBJECTIVE

The purpose of this Request for Proposals ("RFP") is to solicit competitive proposals from qualified vendors to provide electronic plan review technology and services for the City of Garden Grove ("City"). The goal is to streamline delivery of virtual development services in numerous areas to include: minimize response time; enhance customer service by speeding up communication and reduction of project delays with revisions, editing, mark-up and collaboration technology. The City's Building & Safety, Planning and Engineering Divisions have partially transitioned to BlueBeam software for plan check review. The next stage is to implement an integrated paperless system utilizing best practices, automate workflow, online portal capabilities, status tracking, mobile solutions, and other modern technology upgrades. Selection of the preferred vendor will be based on various evaluation criteria, primarily how well the proposed solution will meet the City's overall functional requirements. All proposals must contain the requisite information outlined in the RFP.

DUE DATES

The responses to this RFP are to be received no later than 5:00PM (PST) on **Thursday January 21, 2021** to the City Clerk's Office located at 11222 Acacia Parkway, 2nd Floor, Garden Grove, California, 92840. Details of full submittal requirements are detailed in Section E of the RFP. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time, as late proposals and non-responsive proposals will not be accepted.

RFP INQUIRIES

All inquiries, questions, and requests for information related to this Request for Proposal should be directed to Alana Cheng, Senior Management Analyst via email at alanac@ggcity.org and will only be accepted through 5:00 p.m. (PST) on **Thursday January 7, 2021**.

A. INTRODUCTION

The City of Garden Grove is located in Orange County where it has managed to maintain its small town ambience while still offering close proximity to entertainment destinations and tourism. The City is a full-service city with a Council-Manager form of government. It has more than 509 full-time employees, who deliver quality municipal services to over 172,000 residents. The City has an Operating Budget of \$263 million and a Capital Improvement Budget of \$25 million.

The City's Community and Economic Development Department provides a broad spectrum of services to the community in areas of Building & Safety, Planning, and Economic Development. This Department also manages, reviews, and approves development plans for all properties located within the City boundaries.

B. BACKGROUND

Within the Community and Economic Development Department, the Building & Safety Division is responsible for providing construction plan review services in order to ensure the safety of building occupants within homes, work places, and other buildings constructed within the City. The review of the construction plans is critical to providing the level of safety expected at the earliest and most cost effective time, when the project is in the review stage.

The City's building plan review activity has steadily increased and in FY 2019-20, a total of 3,055 building permits were issued. With the onset of COVID, transition of technology to automate and digitize the plan review process became immediate, resulting in the need for both the Planning and Building & Safety Divisions to collectively create digital paperless plan review procedures to maintain the level of service and acceptable turnaround time frames. During COVID from early March 2020, development activity continues to be moving forward, and the demand for review services for construction projects has seen increased demand and need for remote, and web-based access.

To this end, the City of Garden Grove is seeking an experienced vendor to provide an integrated system to enhance and/or replace, and transfer all functionalities and data from the existing PermitCity system, and improve integrations between current application systems. PermitCity is a custom software in which the City utilizes for permit issuance, permit tracking and inspection tracking.

Overall, the ideal solution would improve current and future inter-departmental coordination and support automation of all plan-review, permit issuance, and inspection processes. Additional option items to enhance plan review functions and provide custom application services, as well as the option for full replacement of PermitCity will be considered, contingent upon budget limitations.

C. SYSTEM FUNCTIONALITY REQUIREMENTS

The City seeks to install the system utilizing the vendor to provide all services, including software, installation, process discovery, training, project management, interfaces, and conversion assistance, integration to payment processor, periodic upgrades, and annual maintenance and support.

The City seeks an integrated enterprise system, including the following primary functionality (modules). This list is not intended to be all-inclusive/exclusive or in any particular order.

1. Application/Submittal Dashboard

- a. Include multiple email contacts to receive notifications
- b. The ability to attach applications, forms, and required documents for the applicant and staff usage.
- c. The ability to prevent full submittal until all required forms are attached to the application.

2. Pre-Application Review (Planning/Building/Engineering)

- a. Include project approval status tracking
- b. Include capability to set due dates, reminder notifications, and the ability to manually adjust both items/ add notes.
- c. Include function for coordination/request for encroachment permits, cell sites, and traffic control plan submittal.

3. Plan Review

- a. The capability to mark-up submitted plans and documents with the ability to apply a digital approval stamp.
- b. On and off site storage capability for project access and archiving. (Max capacity, and storage duration)
- c. Include document versioning and searchable comment library
- d. Include ability to collaborate with all departments and outside agencies
- e. Include a function to automatically notify the Building Division when other departments approve or have corrections (this is important when related to electricity, sewer, and water hook up).

4. Online Permitting

- a. Include automated notification to applicants
- b. Include automated notification to see attached corrections when required
- c. Include batch stamping tools and/or color-coded identification
- d. Include ability to link existing permits to new permits (i.e. SFD main address permits linked to all ADU or driveway permits with different addresses).
- e. Include invoice creation (automation of developer fees) and Integration with City's online payment processor.

5. Planning Projects

- a. Includes ability to redistribute and assign to multiple planners

6. Inspection Scheduling

- a. Allow requesters to self-request inspections online.
- b. Allow for requests for future time slots.
- c. Allow for requests for "next available" inspection for specialties like engineering, environmental, or outside entities.
- d. Inspection results feedback.

7. Reporting

- a. By project type
- b. By time frame
- c. Project Value
- d. Ad-hoc reporting to underlying data sources

Optional Items

(List under a separate cost and add-on component or task)

The City desires the ability to select from additional Option Items for:

1. **Code Enforcement.** Code Enforcement tracking services including but not limited to code enforcement inspection scheduling, code violation permits, and online complaint tracking and management.
2. **Custom Plan Review Features.** Additional enhancement of plan review functions and/or provide additional custom application services, as needed.
3. **Full System Upgrade.** Full replacement of PermitCity including integration of our interfaces with current external systems, payment processing, and our cashiering system.

D. START AND COMPLETION OF WORK

The selected vendor will be required to enter into the City's standard Professional Services Agreement (See Attachment No. 1). Any contract resulting from this RFP shall not be effective unless, and until, approved by the City Manager. Upon approval, the contract shall be effective upon execution by both parties within 45 days after the award of the contract.

1. **RFP Schedule.** The following timeline applies to this RFP, however, the City reserves the right to **change or alter the estimated dates and process, as deemed necessary.** The anticipated schedule for this process is as follows:

Description	Tentative Schedule
RFP circulation date	December 21, 2020
Exceptions and Questions to RFP	5:00PM (PST), January 7, 2021
Addendum date	January 14, 2021
Deadline for receipt of proposals	5:00PM (PST), January 21, 2021
Rating and Evaluation Process	January 25 – February 5, 2021
Final Selection, Interviews, or Negotiations	February 8 – February 11, 2021
Projected award date	February 18, 2021

*****NOTE: City Hall is open on alternate Fridays only--holiday closure December 24-January 1. Closed January 15, 18, 29, February 12, 15, 26. *****

E. FORMAT, REQUIREMENTS, AND SUBMITTAL DEADLINE

This **Section E** defines the proposal format to be used by respondents. All proposals shall be submitted in the format outlined herein. Any proposal that does not comply with the requirements in the sole opinion of the City, may be rejected. The City of Garden Grove will receive competitive proposals from vendors having specific experience and qualifications in the areas identified in this RFP. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the vendor that best meets the proposed needs at a reasonable price, not necessarily the lowest price.

Please submit **five (5)** color copies of the proposal, and in addition to the hard copies, an electronic copy on a flash drive shall be included with the proposal submittal. Proposals should be sealed and clearly marked as **“Electronic Plan Review Software and Services”**. Proposed fee structure shall be submitted in a separate sealed envelope and clearly marked as **“Fee and Service Structure”**. The proposals shall include the name of the respondent.

Proposals sent by telephone, e-mail or facsimile will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the respondent in the preparation of the response to this RFP is the sole responsibility of the respondent, and will not be reimbursed by the City. The City will not be responsible for any costs or obligation of any kind that may be incurred by the respondent.

To be considered for selection, submit the following information in keeping with the following format and identifying each item by number and letter:

1. Letter of Introduction

- a. Briefly describe the vendors' firm; name, address, e-mail, and phone number of the contact person as well as a summary of the respondent's understanding of the scope of services.
- b. The letter should be signed by an officer of the respondent's firm authorized to bind the firm to all commitment made in the proposal.

2. Experience and Qualifications

- a. Identify primary project lead, team members and include their phone numbers and e-mail addresses.
- b. Describe relevant experience and qualifications involved in providing such services.
- c. Describe past performance in completing projects of similar type, size, scope and complexity.

3. Contract Term and Schedule

- a. Term of contract shall be five (5) years.
 - i. Provide options for two (1) year extensions.
- b. Provide a comprehensive schedule for software deployment.

4. RFP Responses

- a. Provide proposal detail for System Functionality Requirements (See Section C)
- b. Provide proposal detail for Specific Response Requirements (See Section G)

5. References

Provide at least two (2) municipal agency references (in the last three (3) years) that may be contacted for verification of the respondent's experience and qualifications.

6. **Fee and Service Structure (submitted in a separate sealed envelope)**

- a. **Fee and Service Structure for the initial set up and installation cost**

b. Breakdown of any direct and indirect cost including but not limited to:

- i. On-premise project costs, training costs, interface cost, conversion costs, modification costs, and annual maintenance and service costs/fees.**

Final proposal submittals are to be received by the City Clerk's office no later than 5:00 PM (PST) on Thursday, January 21, 2021 to the City of Garden Grove, City Clerk's office, 2nd Floor, 11222 Acacia Parkway, Garden Grove, CA 92840. Attention: Alana Cheng

Questions regarding this RFP shall be submitted via email to: Alana Cheng, Questions will only be accepted through 5:00PM (PST) on Thursday January 7, 2021.

F. EVALUATION CRITERIA AND SELECTION PROCESS

The City reserves the right to select the vendor who best meets the overall needs of the City, based primarily on the following evaluation criteria:

- The overall capability to provide the required software features and capabilities
- The flexibility of the application software, including the availability of tools to allow a beginner user to perform ad hoc analysis and reporting.
- The amount of vendor support that will be available for installation, conversion, training, on-going modifications, and software support.
- The total cost of the system over a 5-10 year period, including direct and indirect costs.
- The expandability of the proposed solution, including the ease of upgrading the proposed system by adding components to accommodate future needs.
- Adherence to the requested information specifications and thoroughness of the proposal, as well as the overall format of the presentation.
- The financial stability, longevity, and strength of the vendor.
- Future technology direction (major changes in architecture, database, platforms, languages, etc.)
- The internal controls provided within the system which prevent unauthorized access to data and provide adequate audit trails.
- The capability to perform required conversions of existing data files as needed.
- The seamless integration of the various system modules and ability to meet the interface/integration requirements noted in this RFP.
- Ease and intuitive use of software interface (for both internal staff and web customers).
- Availability and ease of use of mobile and online applications.
- Ability to meet contract and insurance requirements.

A review will be conducted to evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The

Review Committee will rank the proposals prior to selection. The City reserves the right to request additional information or materials from responders if necessary to determine the winning proposal.

Following the review of the proposals, the City may further invite a firm(s) to formally meet with City representatives/project team prior to making final determination to address additional inquiries by the City and to discuss and/or negotiate terms and conditions for a final contract. Factors that will determine the final selection will include the finalization of terms in regard to service agreements and costs. The City of Garden Grove retains the right at its sole discretion to select a vendor.

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

The City reserves the right to cancel or review any section of this RFP prior to the date proposals are due including, but not limited to: evaluation criteria, selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified. The City also reserves the right to extend the date by which proposals are due or awarded at any time.

G. SPECIFIC RESPONSE REQUIREMENTS

Include the following items in the order listed below in your response to this Request for Proposals (RFP).

During the assessment phase of the project, key requirements were discussed regarding alternate information management solutions. Following is a list of specific concerns of the City. Please respond to each issue regarding how the proposed solution and system will satisfy each concern.

1. Programming Languages:

Provide information on all programming languages and technology platforms used for each proposed application/module.

2. Operating Systems:

Provide a description of all proposed server and client systems used by each of your products, applications, and modules and describe which server software option is being proposed (include server software name, year, and version).

3. Database:

The City expects the information system to be based on a database. The City's preference is Open Source or standard database technologies. Briefly describe the database platforms available in the use of your products and which databases are being proposed (include system name, and versions).

4. User Interface Configurations:

The City desires to move forward with advancing technologies and therefore prefers a solution that is web standards based. Please describe your client architecture.

5. Reporting Capabilities:

Please provide information on overall system/solution reporting capabilities (i.e. canned reports, financial reporting, ad hoc reporting, executive dashboard, etc.)

6. Electronic Content Management Capabilities:

- a. Provide information on your content management capabilities and options, including integration to third party ECMS solutions.
- b. If your solution offers standard integration with any ECMS solutions, please list them and describe the integration capabilities.

7. Application Security:

- a. Describe application and user security features/capabilities.
- b. Indicate any special security features (e.g., user security, function security, file security, field-level security, etc.) provided by the software.
- c. Confirm your support of single sign-on, and multi-factor authentication capabilities.

8. Application Software Functionality Requirements:

- a. The proposed software should demonstrate an online, integrated method of processing the noted application modules and allow for immediate update of all information. Access to information in either summary or detail should be obtained easily and intuitively. The proposed software's data entry screens should be designed to facilitate rapid data entry.
- b. For each application software module proposed, indicate whether your organization developed the module, or if the module is available because of a third-party relationship that has been established with another vendor.

9. Software Upgrades:

- a. Please describe your software versioning and update policies/practices. Including, how often you issue updates (new versions) and whether new versions are provided as part of your annual maintenance and support fees.
- b. Please explain the process of installing update patches and service packs.
- c. Please provide all costs related to the update items.

10. Hosted/SaaS Model:

- a. Please note if your solution can only be deployed in an on-premise environment.
- b. Please note if your solution can only be deployed as a hosted/SaaS environment.
- c. Please note if your solution can be deployed as both on-premise and hosted.

11. Hardware Requirements:

- a. Please provide all hardware specifications, including servers, workstations, and other equipment. Include estimated costs (if applicable).

12. Existing Integrations with Building Permit System:

With the current PermitCity system, the City can read, write and extend the database. A number of In-house integrations have been written around the database including:

1. Inspection request IVR System - NOT REQUIRED. City is discontinuing this service.
2. Web based inspection request (in-house).
3. Cashiering (In house, web based system known as "Webtill"):
 - a. Existing permit system issues invoice with fee codes, amounts, and descriptions. Invoices are issued for plan checks and permits.
 - b. Cashiering system makes web request for invoice details and status.
 - c. After payment is processed, payment details are posted back to permit system.
 - d. Permit is printed for cashier.
4. Online permits (in-house)
 - a. Web application collects location, applicant, contractor information, and permit details. Notifies staff of application. For simple permits, (reroof, water heater, inside electrical, plumbing, and service panel upgrades) prepares invoice in permit system.
 - b. After staff approval and invoice is emailed to the customer with an online payment option.
 - c. Upon online payment permit is emailed to the customer and invoice is posted to the cashiering system.
 - d. Staff can also email invoices for payment to customers for invoices manually in the permit system.
5. Address management system (in-house).
6. Green Halo Construction Waste Management System.
7. Various maps and housing reports (in-house).
8. Public building permit look-up (in-house).
9. Scanned permit archives (in house).

13. Cost Considerations:

- a. Initial one-time costs for hardware (if applicable), implementation, training, software licensing, travel, and related costs, etc. , must be included with the price proposal.
- b. Recurring annual costs should be described in the proposal, clearly stating what is included (e.g. application upgrades, state/federal reporting requirements, hours of support, etc.)
- c. The City prefers unlimited telephone support. If 24/7 telephone support is available, price proposals should clearly indicate total recurring costs for that support option.
- d. If after-hours support is only available at an hourly rate, this should clearly be indicated.
- e. The objective is to have **no hidden or unexpected costs.**

14. Mobile Field Computing:

- a. Please describe your solution's mobile field computing options, including full application access through wireless VPN connectivity (i.e., no vendor software required), mobile field application for use with laptops, or mobile field applications with use of tablets (e.g., iPads, Microsoft Pro, etc.)

15. Telephone and Other Support:

- a. Please describe all support services available from your company, specifically address the following:
 - i. Normal hours of availability
 - ii. Website support information
 - iii. Remote system access capabilities
 - iv. Quality assurance program(s) or procedures
 - v. Other support services
 - vi. Service-Level Agreements (SLA)- response time (by priority), escalation process, and other metrics

16. Implementation Methodology:

- a. Please describe your implementation methodology with milestones and timeframe.
- b. Please include a preliminary implementation schedule for all applications, including the required time for system and application training, program testing, and conversion (if needed).
- c. Please include how you expect to sequence the installation of the various application groupings.

17. Conversion Costs:

- a. The City anticipates possible electronic data conversions, depending on cost. Please include an estimated range of costs for data conversions for each application, if available, and a description of data that would be typically converted.

18. Training and Education:

- a. Please provide your consulting and training options, including (on-site, and off-site), online (group and/or self-paced), training videos, and manuals.
- b. Please include all training for all required staff, users, and support group training options.

19. Project Management:

- a. The City will identify a designated project manager and expects the vendor to do the same.
- b. Please include recommended vendor project management costs in the proposal and describe, in detail, services to be provided.

20. Subcontractor and Third-Party Relationships:

- a. Please describe any subcontractor relationships and/or third-party providers that will be used for this implementation.
- b. NOTE: If a vendor chooses to partner with a third-party vendor to address some requirements, this must be clearly stated in the response. Be specific when describing applications and the third-party vendor-solution provider. Third-party vendors will be required to demonstrate their portion of the application solution along with all other required information being provided by the prime vendor.

21. Customer Implementation Responsibilities:

- a. Please describe and/or provide a list of the typical customers' responsibilities versus what the vendor provides.

22. Vendor/Reseller Information:

- a. Please describe your research-and-development approach and process.
- b. If you are a software reseller/partner, please provide the same company, customer demographics, and reference information for your specific company in addition to the software vendor's information.
- c. If your proposed solution belongs to a parent/consolidation company, only provide customer base figures and references for the proposed solution.

H. ADDITIONAL INFORMATION

Respondents are cautioned that any oral statements made that materially change any portion of this solicitation are not valid unless subsequently ratified by a formal written amendment to this RFP. No questions that may materially change any portion of this solicitation will be accepted during the seven calendar days prior to the time and date set for receipt of proposals.

Applicable Laws Shall Apply

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The company awarded the contract shall comply with applicable Federal, State, and local laws and regulations.

Collusion among Respondents

Each respondent, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of State and Federal law.

Exceptions

A respondent taking exception to any part or section of this solicitation shall indicate such exceptions in a separate section of the submitted proposal – such section shall be entitled “Exception of Conditions.” Failure to indicate any exception will be interpreted as the respondent’s intent to comply fully with the requirements of this RFP as written.

Expenses Incurred

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to Public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or are otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” may not be subject to disclosure. It is the responsibility of each respondent to clearly identify information in their proposal that it considers to be confidential under the California Public Records Act. To the extent the City agrees with that designation, such information will be held in confidence whenever possible. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed by City to be required by law or ordered by a court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the CITY is required to defend an action involving a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", the respondent agrees, upon submission of its proposal for the City's consideration, to defend and indemnify the City from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Late Submissions

Any proposal received at the place designated in this RFP after the time specified for receipt will not be accepted or considered.

Nonconforming Terms and Conditions

Any proposal that includes terms and conditions that do not conform to the terms and conditions in this RFP is subject to rejection as non-responsive. The City of Garden Grove reserves the right to permit the respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the City of Garden Grove Council to award a contract.

Withdrawal of Proposal

Respondents may withdraw all or any portion of a proposal at any time during and after the review and award process, up to ratification of an agreement between the City of Garden Grove and the designated agency.

Withdrawal of Request for Proposal

The City of Garden Grove retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent, and to modify or amend any portion of this RFP.

Insurance Requirements

Proposals must include certification that Proposer can provide proof of the following insurance requirements:

COMMENCEMENT OF WORK. Proposer shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the City. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the City of any material change, cancellation, or termination at least thirty (30) days in advance.

1. **INSURANCE AMOUNTS.** Proposer shall maintain the following insurance for the duration of this Agreement:

- a. Commercial general liability in an amount not less than \$2,000,000 per occurrence; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.
- b. Automobile liability in an amount not less than \$2,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City.

For any claims related to this Agreement, Proposer's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall by excess of the Proposer's insurance and shall not contribute with it.

If the Proposer maintains higher insurance limits than the minimums shown above, Proposer shall provide coverage for the higher insurance limits otherwise maintained by the Proposer. See Attachment No. 2: Sample Insurance Certificates and Endorsements.

I. ATTACHMENTS

Attachment No. 1: Professional Services Agreement Template

Attachment No. 2: Sample Insurance Certificates and Endorsements