REQUEST FOR PROPOSALS
FOR
PERMITTING, LICENSING, AND LAND-USE MANAGEMENT
SOFTWARE AND IMPLEMENTATION

CITY OF GRAND ISLAND, NEBRASKA

OVERVIEW

The City of Grand Island, Nebraska is seeking proposals for the development and implementation of a software solution for managing permitting, licensing and land-use management for various City departments.

It is the intent of this Request for Proposal (RFP) to have the successful firm enter into a Professional Services Contract with the City of Grand Island (City) to supply software and implementation as outlined herein.

INTRODUCTION / PURPOSE

The City of Grand Island (hereinafter "City") is seeking proposals from qualified and experienced organizations for the development and implementation of a software solution to replace the current permitting software and other older systems. The project includes software acquisition, installation, configuration, data migration, customizations to meet functional requirements, and user and technical staff training and documentation. Proposals must detail how the approach for migrating data into the new system using the best practices in the industry for maintaining the integrity of historical data.

The City is seeking a services that include, but are not limited to: software, installation, process discovery, training, project management, interfaces, conversion assistance, maintenance, and support. Any applicable hardware specifications with sizing documentation should also be provided. The below provides a summary of the functions and features desired and/or required by the City.

Across All Modules
• Browser-based user interface supporting responsive design
• Drill-down and drill-across capabilities
• Cloud Based Software
• Integrated Workflow
• Robust search features
• Supports the ability to attach multiple media formats and hyperlinks
• Reporting and Analysis
• Mobile device display capabilities for practical remote user interface
• True API functionality with ALL companion City integrations/interfaces
General Requirements
• Land Management
• Planning
• Engineering
• Plan Check/Building
• Inspections (scheduling and documentation of inspections)
• Code Enforcement
• Licensing/Permitting
• Citizen Access
Integration / Interfaces
• ESRI ArcGIS (integration with existing system)
• Tyler Technology – MUNIS
• Document Management System

In the current system most permit activity types require a new version each year to accommodate new fees, fields and calculation scripts to comply with the annual fee ordinances. Permit types and content are subject to periodic review and often results in fee item or calculation changes and additions to the permit types. This results in the need to maintain fee tables and calculation scripts for each permit type and version in most cases.

DESIRED GOALS / OBJECTIVES / OUTCOMES

The City seeks to develop and implement a state-of-the-art permitting, licensing, and land use system that will provide employees with a browser-based interface which implements the functional requirements described in this RFP. The key goals and desired features and outcomes include, but are not limited to:

- All historical data and attachments must be migrated to the new system as part of the implementation. Counts and permit types are listed under the Introduction/Purpose section.
- The City requires a training approach that follows best practices in change management in order to best facilitate learning the new system.
- The new system must track all permits/activities through each stage of their lifecycle in a way that all staff can easily view pertinent data about a permit/activity.
- Many permits require review and approval by multiple disciplines. The tracking system must provide a simple process for granting and revoking approvals by these various disciplines at any stage up to final approval. Also, it must provide a method for correction of a permit that was issued or finaled in error.
- The system and the expertise of the selected responder must provide the opportunity to increase workflow efficiencies in the department where possible and practical.
- The system must provide a facility for creating operational documents including but not limited to permits, letters, and receipts from system data.
- The system must provide a method for interaction with our existing ESRI based GIS system.
- The system must include documentation of software (database structure, specific configuration, and specific codes, etc.)
- The system must include technical support options with firm response timelines and a process for periodic adjustments and modifications to the system.
- The system must allow for administration staff to make modifications to system tables, such as fee tables and inspection codes.
- The system must include standard reports that show statistics of permits, inspections, code enforcement activities, and any other records in the system.
- The system must allow end users to create and save customized reports and queries.
- The system must be capable of exporting reports into several file formats including, but not limited to PDF, MS Excel, and MS Word.
- The system must be able to integrate with the City's finance software – MUNIS by Tyler Technologies.

MINIMUM RESPONDER REQUIREMENTS

Vendors submitting a proposal ("Responder") in response to this RFP must meet the following requirements:

- Solid customer base of Nebraska counties and/or cities (including agency names and contact information) utilizing the proposed solution.
- Successful experience implementing the proposed software in Nebraska counties and/or cities that encompass the disciplines outlined in *Desired Goals/Objectives/Outcomes* section above.
- Successful experience performing complex migrations of historical data from Microsoft Access or similar systems with minimal down time that could affect day-to-day operations.
- Successful experience implementing the proposed software in counties and/or cities with complex permitting structures and fee types comparable to the City of Grand Island.

SERVICES REQUIRED OF SUCCESSFUL RESPONDER

The City needs a software solution that will provide staff and management the ability to initiate, track and analyze all permitting and planning activity required by the various disciplines of the department. Each responder is required to complete and return *ATTACHMENT C – SYSTEM QUESTIONNAIRE*. The proposal should explain how the Responder's software will meet the goals and objectives stated in *Desired Goals/Objectives/Outcomes* section above.

The implementation of the software system must include an approach that supports a cost-effective migration of data from the current system. The City also seeks a scalable solution that supports our ability to adapt to future technology and to accommodate staff and subject matter expansion. The key expectations include:

- A smooth and accurate migration of historical data to the new system
- Best practices approach to change management
- Implementing workflows with an eye to maximizing efficiencies
- A training plan that minimizes impacts on business during the transition to the new system
- A plan for ongoing support that relies heavily on expert solutions in an affordable way, including a service level agreement that covers technical support issues as well as modifications
- The ability for administration staff to make minor modifications to the system configuration, e.g. modifying table entries for fee amounts or adding security for staff, amend workflows as necessary, update document templates.

Technology Preferences and Current Environment

Platform. The City requires the new software to run in a Microsoft SQL Server environment with the ability to integrate with 3rd party applications and to easily transmit data to local, state, and federal agencies unless a vendor hosted solution is selected.

Security. The system must provide tight security controls which meet regulatory, compliance and audit standards. Security must be role-based to the menu, screen, and field level.

Integration. Integration tools must be open and support a Microsoft Windows platform, e.g. .NET, Service Oriented Architecture, XML, Web Services, APIs, and ODBC. Prior experience with integrations to the City's existing applications is preferred. The City's preferred integration between systems is via web services. Proposals should indicate if Java, (JRE), is needed on both servers and desktops to use the system.

Mobile Devices. The system must support City field staff automation tools such as smart phones, tablets, (e.g., Apple iOS and Android), notebooks, laptops (Windows 11), or other devices for remote data acquisition and updates. Real time updates are preferred; the option to synchronize mobile devices with the proposed system is required support for devices operating using a 5g, 4g or other data connection including via WiFi.

GIS Systems & Strategy. The City uses the ESRI ArcGIS product suite. ArcGIS Enterprise deployment is currently version 10.9.1 with upgrade to 11.1 planned Q1 2024. ArcGIS Pro is installed on most GIS workstations and ArcGIS Server, Advancedversion, is used for publishing mapping and image services. Microsoft SQL Server, 2017 & above is the DBMS ArcGIS Server uses to manage the City's enterprise data. Corporate GIS data is stored and edited in versioned enterprise geodatabases. The new software must support bi-directional integration with features, records, in the geodatabases and the system. The City is currently hosts a public facing GIS viewer using the ArcGIS JavaScript API. City hosted web maps use services hosted by the City's ArcGIS Server, some publicly available services, are also hosted via ESRI's ArcGIS Online for Organizations cloud solution. The responder should have solutions to add permitting data and tools either as services or via a JavaScript API, that can be added to current and future web mapping applications created and hosted by the City. GIS integration examples include, but are not limited to, extraction of data and views of open, expired or pending permits as well as history of permitting, code enforcement actions, licensing, event, or any other data pertaining to an individual parcel or group of parcels within a project, such as land use, zoning, parcel, height, density restrictions, etc. The responder will be required to maintain bi-directional integration with the database that stores the City's corporate GIS data. For the foreseeable future, we will be using ESRI's ArcGIS geodatabase format, so compatibility with ESRI data structures is required.

Desktops Environment. Workstations are currently running Windows 10 & 11. Chrome, Firefox, and Edge are the only Web browsers that are supported at this time.

Cashiering. System needs to track invoicing, receipting, and record payments.

Reporting. The City intends to generate its required reports from the new system and prefers flexible ad hoc query and reporting tools that are intuitive to users.

Questions

Responders will be required to submit questions in writing before the close of business according to the RFP schedule in order for staff to prepare written responses. Written answers will be shared with all potential responders. Questions are best received and most quickly responded to when sent via email directly to Patrick Brown, Assistant City Administrator/CFO, at patrickb@grand-island.com. Questions will not be accepted by phone.

PROPOSAL
For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

1. Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party.

2. Provide names, organizational titles, project roles, and qualifications for all team members. Include project responsibilities and reporting relationships. If using subcontractors provide the same information for those personnel.

   If this is a partnership or joint venture, describe in detail: how the partnership or joint venture will be organized, who will be in overall control of the project and how it will function on a day-to-day basis throughout the duration of this project and how you will guarantee continuity for all services. Also provide the same organizational information required above of the primary responder for subcontractors or joint venture partners.

3. Provide specific information concerning the firm's experience in the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted, as appropriate. ***References are required.*** Please provide names, addresses, and telephone numbers of contact persons within three (3) client agencies for whom similar services have been provided.

   Responder must disclose any debarment or other disqualification as a vendor for any local, state, or federal entities. Responder must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

4. Provide a description of the methodology developed to perform all required services, with a schedule that will complete the project on or before the project completion date listed in this document. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of City personnel involvement deemed necessary, including key decision points at each stage of the project.

   Include your procedures for quality control and tracking progress of the project through your stated milestones.

   Include potential issues that impact the completion of the project on schedule and your proposed methods for mitigating those risks.

5. The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services, such as maintenance and modification support.

   All proposals must include a completed ATTACHMENT D- BUDGET/COST BREAKDOWN (hard copy and/or electronic format) Failure to clearly identify all costs associated with the proposal and or failure to return ATTACHMENT D- BUDGET/COST BREAKDOWN (in the required formats) may be cause for rejection of the vendor's proposal.

6. Responders shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, Responders shall indicate (1) what products and/or services are to be

supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

7. The selected Responder will be required to submit and comply with all insurance as described in the *Insurance Requirements* section of this request for proposals. Securing this insurance is a condition of award for this contract.
8. Include any other information you believe to be pertinent but not required.

9. If the City chooses to fund and proceed with the software and implementation proposal, it will enter into a contract with the selected responder. The City intends to use its standard agreement, attached to this RFP as ATTACHMENT E as a template for such. Certain terms of the City's standard agreement template are subject to negotiations and completion once the successful responder(s) is/are selected. The City may, in its sole discretion, agree to modify a term that is otherwise not subject to negotiation.

   Responders must include a statement acknowledging their willingness to accept the sample contract terms. See ATTACHMENT E- SAMPLE AGREEMENT.

SELECTION PROCESS

The contract, if awarded, will be awarded to the responder submitting the proposal deemed, by the City, in its sole discretion, to be in the best interest of the City. The City is not required to enter into a contract with the particular responder who submits the least costly proposal.

Failure to fully comply with all of the requirements of this RFP and to provide all requested information may result in the proposal being rejected and given no consideration. The determination of compliance with the terms and conditions of this RFP will be in the City's sole judgement and its judgement will be final and conclusive.

Should more than one responder submit a proposal, the following evaluation process may be used to select the contractor.

• Technical Approach/Understanding of Project	30 points
• Originality/Effectiveness of Responder's Approach to Providing Project Services	15 points
• Responder's Background, Experience, & Qualifications in Performing Similar Projects	25 points
• Budget and Budget Narrative	20 points
• Other	10 points
Total points	100 points

After receiving the proposals, the City may schedule interviews (see *"Finalist Interviews/Demonstrations"* section below) at its sole discretion with some or all of the responders, and may establish a ranked list of the responders evaluated. The responder receiving the highest ranking may be asked to enter into the contract negotiation stage.

If an agreement to enter into a contract cannot be reached with the responder receiving the highest ranking, then the negotiations with that responder will be terminated. Negotiations may then be opened with the next ranked responder and the process repeated, or the City may elect at any time to reject all submitted proposals and terminate the RFP process. Once negotiations with a particular responder are terminated, the City will not reopen negotiations with that responder.

Initiation/ issuance of this RFP and receipt of proposals do not commit the City to finalize a contract with a responder. Notwithstanding anything to the contrary in this RFP, the City reserves the right to award the contract to the responder(s) whose proposal is determined by the City, in its sole discretion, to be in the best interest of the City. The City is not required to award the contract to the responder that submits the least costly proposal, or to pay any costs associated with the preparation of any proposal. Furthermore, the City reserves the right to award one or more contracts to one or more responders as a result of this RFP.

The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the responders submitting a proposal, or to cancel all or part of this RFP.

Responder warrants and represents that the information and charges provided for in the Proposal shall remain unchanged for ninety (90) days. Responder acknowledges that City will be relying on the information contained in the Proposal. No modifications of proposal price will be accepted after the RFP closing date.

A Responder who attempts to influence the RFP process by interfering or colluding with other Responders and/or with any City officer, employee, or agent; or who deviates from the RFP process as set forth in the requirements of the RFP and/or in these terms and conditions, may be disqualified at any time from further participation in the RFP process.

FINALIST INTERVIEWS/DEMONSTRATIONS
After screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. This evaluation may consist of demonstrations of the system and interviews of the project team.

The finalists may be required to perform a demo of their system with sample data. This must be a live demo, not a PowerPoint type presentation. City staff will interview the Responder personnel that will be working on the project. It is mandatory that the Responder staff that will be leading the installation, migration and configuration be present at the demonstration.

USE AND DISCLOSURE OF PROPOSALS
The City reserves the right to retain all proposals that are submitted and to use any ideas in a proposal regardless of whether a proposal results in a contract to provide the service. All proposals will become the sole property of the City.

After the City Council awards a contract and Notice to Proceed is issued all proposals and related documents become a matter of public record, with the exception of those parts of a proposal that are clearly designated as business or trade secrets, as that term is defined by statute, and marked as “confidential” or “proprietary”. City shall not in any way be liable or responsible for the disclosure of any proposal, or party thereof, if disclosure is pursuant to the Public Records Act (Nebraska State Statute 84-712) or pursuant to law or legal process. By submitting a proposal, a responder agrees to save, defend, keep, hold harmless, and fully indemnify the City, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the Public Records Act or other law or legal process.

Notwithstanding any other provisions, the City reserves the right, in its sole discretion, to:

- Accept or reject any or all proposals, or any part(s) thereof;
- Reject any proposal for failure to submit the proposal in conformity with the requirements, or the terms and conditions, of this RFP;
- Waive any informalities, irregularities, or defects in a proposal, or to waive any deviations, from the requirements, or terms and conditions of this RFP, if deemed to be in the best interest of the City;
- Negotiate with a Responder or responders; or
- Terminate the RFP process.

Any Responder submitting a proposal understands and agrees that submission of their proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the requirements, and terms and conditions of this RFP.

The City shall not be liable for, and by submitting a proposal the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the requirements, or terms and conditions, of this RFP, or because of any misinformation or lack of information.

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted on City of Grand Island’s website at: www.grand-island.com AND www.QuestCDN.com

GENERAL INSTRUCTIONS
The proposal must be submitted in a sealed envelope clearly marked "Permitting Software and Implementation RFP". **The proposal must be submitted to the City of Grand Island City Clerk, 100 East First Street, PO Box 1968, Grand Island, Nebraska 68802 and must be time-stamped in our office on or before 4:00 p.m. on the due date of the proposal, February 1, 2024.**

No faxed proposals will be accepted. The Applicants are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified.

To be considered, firms must submit a complete response to the RFP in the form requested.

All proposals and other documents submitted shall become the property of the City of Grand Island. Responses to this RFP are considered public information and are subject to disclosure under Nebraska public records law.

ATTACHMENTS
Attachment A: Permit Count
Attachment B: City of Grand Island Fee Schedule
Attachment C: System Questionnaire
Attachment D: Budget/Cost Breakdown
Attachment E: Sample Agreement

TERM OF CONTRACT
The contract period for the successful responder will be twelve (12) months from date of award. Alternate contract periods may be considered.

ANTICIPATED SELECTION SCHEDULE

December 20, 2023	Release Request for Proposals
January 10, 2024	Responder's questions due
January 19, 2024	Response to Responder's questions complete
February 1, 2024 at 4:00pm	**Proposals Due at City Hall**
March 12, 2024	Evaluation Committee Ranking Complete
March 19, 2024	Arrange demos for selected Responders
March 27, 2024	Begin Contract Negotiations with Highest Ranked Responder
April 30, 2024	City Council Approval of Agreement
May 2, 2024	Issue Notice to Proceed

GRATUITIES AND KICKBACKS
City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a consultant under a contract to the prime consultant or higher tier consultant or any person associated therewith, as an inducement for the award of an agreement or order.

INSURANCE

Provide a summary of the broker/firm's insurance coverage. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in this section.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

1. "Worker's Compensation and Employer's Liability." This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The liability limits shall be not less than the following:

Worker's Compensation	Statutory Limits
Employer's Liability	$100,000 each accident
	$100,000 each employee
	$500,000 policy limit

2. "Business Automobile Liability." This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	$500,000 Combined Single Limit

3. "Comprehensive General Liability." The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	$ 500,000 each occurrence
	$1,000,000 aggregate

4. "Umbrella Liability Insurance." This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	$1,000,000 each occurrence
	$1,000,000 general aggregate

5. Additional Requirements. The City may require insurance covering a Contractor or Subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or Subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. Certificate of Insurance. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. The Contractor shall immediately notify the

City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

FAIR EMPLOYMENT PRACTICES
Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB 403
Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

FISCAL YEARS
The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

TERMS AND CONDITIONS
The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all submittals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

TITLE VI
The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC
The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Patrick Brown
308-389-0169
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

End of Request for Proposals Information

ATTACHMENT A

Current Inventory of Permit Records

Right-of-Way Construction Permits	2,836
Opening/Milling Permits	2,287
Septic Waste Disposal	575
Sanitary/Storm Sewer Permits	2,645
Sanitary TV Permits (not is current software)	45
License Agreements	
Public Event Permits	
Use of Public Right-of-Way Permits	
Oversize/Overweight Load	
Vacation of Right-of-Way Block Party Request	
Vacation/Relocation of Easement	
Row/Easement Utility Permit	
Public Sanitary Sewer Connection Agreement	

Backflow Inspection	45
Backflow Permit	4208
Building Inspection	10479
Business additions/repairs/alterations	2944
Comment	296
Electrical Inspection	9660
Electrical, Plumbing, Mechanical	19064
Garage additions/repairs/alterations	470
Manufactured Home additions/repairs/alterations	546
Miscellaneous permits	8846
Moving	248
New Business	442
New Garage/Shed	1452
New Manufactured home	104
New Multi-Family Dwelling	453
New Single Family Dwelling	2184

Off 6 Months	4
Other	595
Plan Review	4874
Plumbing/Mechanical Inspection	7732
Sign Inspection	54
Signs	3171
Temporary Building	38
Wrecking	499

ATTACHMENT B
City Fee Schedule

[FY 2023-24 Fee Schedule]

ATTACHMENT C

Table of Contents

INSTRUCTIONS

Proposers must respond to the software requirements included herein. Proposers are to respond to each of these requirements with one of the following response codes:

- **Y – Meets Requirement**
- **N – Does Not Meet Requirement**
- **F – Planned for future release**
- **W/C – Workaround Proposed or Customization Needed to Meet Requirement**
- **T – Third-Party Solution to Meet Requirement**

Response Codes "Y" and "N" do not require written responses unless the Proposers wish to present additional benefits or opportunities related to their solution and the requirement. However, response codes "F", "W/C" and "T" do require written responses. For these response codes, Proposers must describe how the requirement will be met and when (if applicable).

1 General

1.1 User Interface

#	Requirement	Response Code	Response / Comments
1.1.1	Provides a browser-based user interface		
1.1.2	Supports mobile technologies (e.g., smartphones, tablets)		
1.1.3	Provides the ability to drill-down and drill-across from a transaction view to the supporting source data and documents		
1.1.4	Provides fully integrated functionality such that data is entered only one-time and available throughout the system(s) and available in real time (single points of data entry) to eliminate re-keying of information		
1.1.5	Provides organized screen layouts that are customizable		
1.1.6	Provides consistent use of icons, colors, and menus across all elements		
1.1.7	Provides shortcuts for frequently accessed processes, screens, reports, etc.		
1.1.8	Provides search functions that reach across all applications/modules and attachments		
1.1.9	Provides online help that is context sensitive and content appropriate with manuals also available for download		

1.2 Workflow

#	Requirement	Response Code	Response / Comments
1.2.1	Provides integrated workflow management including generation, routing, notification and approval of forms, reports, other documents, and processes		
1.2.2	Ability to establish multiple workflows (e.g., depending on permit or project type) – amend as necessary at department level		
1.2.3	Ability to route applications to any defined user (internal city email account and external consultants) as needed		
1.2.4	Ability to set expected timelines for completion of tasks and the ability to create reports related to timelines status		
1.2.5	Ability to add conditions based on “what if” scenarios (e.g., if permit is extended timelines related to other permits are extended)		
1.2.6	Ability to establish multiple approval levels based on user-defined criteria (e.g. types of permits, document types, etc.)		
1.2.7	Allows out of office approval delegation		
1.2.8	Integrates with the email system to assist in the notification/ request of approvals, rejections, corrections, and approvals through/from email systems and mobile devices		
1.2.9	Allows document attachment and allows attached documents to be available for review through all levels of approval for all core modules		

1.3 Reporting and Analysis

General

#	Requirement	Response Code	Response / Comments
1.3.1	Provides a reporting toolset that is consistent across all modules		
1.3.2	Provides for the following report writing capabilities: • Ability to arithmetically calculate functions. • Capability to generate reports using "include" and "exclude" statements. • Capability to generate reports using "equal to", "less than", and "greater than" statements. • Capability to use an "if-then-else" sequence within one query.		
1.3.3	Allows users to drill down from reports and inquiries to source transaction		
1.3.4	Provides full integration with MS Excel for all modules (e.g., worksheet export to Excel, data imported from Excel, etc.) and allows users to export reports to Excel that include formulas/ formatting		
1.3.5	Provides the ability to copy and customize standard reports		
1.3.6	Provides the ability for reports to access data across all modules		
1.3.7	Provides the ability to create report notification groups and inform/alert groups a new report is available		
1.3.8	Provides the ability to choose a format when exporting a report (e.g., Excel, Adobe, flat file, delimited, etc.)		
1.3.9	Provides the ability for a dashboard/scorecard to include, at a minimum, user defined metrics, key performance indicators (KPIs), reports, charts, etc.		
1.3.10	Allow dashboard to extract and display information from all modules		
1.3.11	Provides the ability for reporting to be based on user security/permissions setting		
1.3.12	Provides the ability to save and “publish” ad hoc reports for use by others		
1.3.13	Provides the ability to report/query on any field within an application		
1.3.14	Allows for multiple output options (e.g., display, print, email, etc.)		
1.3.15	Provides the ability to automatically run scheduled reports for distribution to a group or individuals		
1.3.16	Provides ability to run reports on all projects, including inactivated projects		
1.3.17	Ability to perform searches by using wildcards or partial information (e.g., searching for accounts, permit number, projects, etc.)		
1.3.18	Ability to distinguish between active and inactive case using defined criteria.		
1.3.19	Ability to automatically make projects “inactive” based on defined criteria.		
1.3.20	Capability to combine the use of multiple fields from multiple modules’ database tables in a single query.		
1.3.21	Capability to store and recall items whose values are derived from other values in the data files.		

#	Requirement	Response Code	Response / Comments
1.3.22	Capability to support the use of arithmetic: "addition", "subtraction", "multiplication", and "division" calculations.		
1.3.23	Ability to report on any user-defined field across modules.		
1.3.24	Capability to query on any element of a transaction history file, including the type of transaction and the process that originated the transaction.		
1.3.25	Electronically save reports for subsequent users' access (e.g. on an internal intranet page, user dashboard or report menu, etc.)		
1.3.26	Ability to email report links.		
1.3.27	Provide report scheduling along with email distribution for recipients. (Repeat options of specific days, weeks, weekly, monthly)		
1.3.28	Ability for a user to view a report prior to exporting or printing.		
1.3.29	Ability to save and maintain report specifications for periodic use.		
1.3.30	Ability to integrate SQL Server Reporting Services (SSRS) Reporting Services into each module for custom reporting.		
1.3.31	Ability to integrate with a third-party report writing tools, such as Microsoft Report Builder.		
1.3.32	Ability to audit and report any fees changed/overrides		
1.3.33	Ability to report on permit processing timeframe (e.g., time between permit application submittal and other workflow milestones like permit issuance and permit final)		

2 Community Development Requirements

2.4 Land Management

General

#	Requirement	Response Code	Response / Comments
2.4.1	Provides a configurable, database-driven tracking and management system for development agency records and processes, including applications, reviews, permits, approvals, forms, cases, and activities		
2.4.2	Provides a system interface with the City's GIS platform ESRI		
2.4.3	Provides table-driven application lookups (drop-down box), text libraries, data fields, screen layouts, application dependencies and business rules that are available for update by the City		
2.4.4	Provides the ability to create an unlimited number of City-defined data fields (i.e., Maintenance)		
2.4.5	Provides the ability to define default values for data fields		
2.4.6	Provides the ability to place warnings, flags, holds and restrictions on a record, case, parcel, or person with a comment/notes field, and the ability for authorized user(s) to override, if needed		
2.4.7	Provides the ability to track and display the history of a parcel number		
2.4.8	Provides the ability to prevent the update to records against which a prior hold has been established		

#	Requirement	Response Code	Response / Comments
2.4.9	Provides a library for standard comments/condition tracking and reporting, including ordinances and regulations, grouped/filtered by category (e.g. plan review, zoning, inspections)		
2.4.10	Provides the ability to store and access standard/typical user comments with codes/text in a table for use by staff		
2.4.11	Provides the ability to select and modify standard comments and other stored text values according to the needs of the specific project or record to which they are added		
2.4.12	Provides the ability to track actual staff time spent on activities (e.g., inspections, plan reviews, etc.) within each module.		
2.4.13	Provides the ability to compile and maintain master files for architects, contractors, owners, tenants, engineers, and developers including contact information (including multiple telephone numbers and email addresses) and license numbers		
2.4.14	Provides an interface with the State licensing database to determine if contractor licenses are active		
2.4.15	Provides the ability to interface with the City's business license system to validate license (if and/or when City implements business licensing)		
2.4.16	Provides project application, plans and related forms that can be completed and submitted electronically		
2.4.17	Provides the ability to establish and maintain multiple fee schedules with effective dates		
2.4.18	Provides the ability to track total time in days for process and workflow steps		
2.4.19	Provides the ability to automatically generate a unique identifier for any activity, application, permit, etc. initiated in the system		
2.4.20	Provides the ability to issue refunds or adjustments to fees (including waiver of fees)		
2.4.21	Provides the ability to utilize the City's accounting codes associated with fees		
2.4.22	Provides the ability to assign unique, alpha-numeric identifiers for projects		
2.4.23	Provides the ability to select multiple items. (e.g., complaints, violations, inspections, and comments) to add to a case or activity at one time		
2.4.24	Provides the ability to track and modify status of individual items associated to a case or activity. (e.g., complaints, violations, inspections, and comments)		
2.4.25	Provides the ability to update fields in multiple cases or update multiple activities at one time (e.g. assignment, approve multiple inspections, add fees, set permit type)		
2.4.26	Provides the ability to associate an address on a permit/case with an occupant/tenant in a structure		
2.4.27	Provides the ability to attach or otherwise track correspondence, including outside of workflow steps		
2.4.28	Provides the ability to enter and track multiple names, addresses, & phone numbers associated with a case and specify the role(s) of all contacts (e.g. owner, contractor, sub-contractor)		
2.4.29	Provides the ability to clone an existing record (case, permit or project) and all associated information to a new record, edit as necessary and identify record from which it was cloned		

#	Requirement	Response Code	Response / Comments
2.4.30	Provides the ability to notify customers via email if status of their license or permit is changing (i.e. expired, suspended, etc.) – communicate with applicant thru review process		
2.4.31	Provides the ability to track and alert users to special fees attached to a parcel		
2.4.32	Provides the ability to specify and manually enter anticipated or past Planning Commission, City Council Meeting and other Board or Commission Meeting dates related to a case, permit, or process		
2.4.33	Provides the ability to capture and track project appeals, extensions, revocations, and/or modifications that may occur after the initial approval		
2.4.34	Provides a configurable, flexible workflow management system to support the automation of business processes		
2.4.35	Provides the ability to complete workflow tasks in sequential order, or in parallel where no dependencies remain incomplete		
2.4.36	Provides a dashboard viewer to notify assigned task owners of assignments, including ability to drill into the dashboard to view tasks, view/update related records, and access linked documents		
2.4.37	Provides for automated escalation/notification of overdue tasks according to a City-defined reporting hierarchy		
2.4.38	Provides the ability to reschedule or re-order workflow steps based on City-defined rules and proper authorization		
2.4.39	Provides the ability to alert internal and external task owners about assigned task(s) and time frames		
2.4.40	Provides the ability to track (i.e. generate a log record) and report on actions based upon action type, user, time, and date in order to provide for accountability and review tracking, including response times		
2.4.41	Provides automated notices and triggers for required conditions (e.g. notifications when site plans have been revised, including square footage, driveway changes)		
2.4.42	Provides the ability to automatically verify all required fields and conditions (e.g. fees, approvals, requirements, no holds) are met prior to proceeding to next step or allowing certain activities to happen		
2.4.43	Provides the ability to automatically calculate permit/plan expiration date based on user parameters, and extend expiration date automatically based on inspection or other activity and manually based on written request		
2.4.44	Provides the ability to manually assign project applications to specific staff for review or alternate as needed		
2.4.45	Provides a real-time, user-configurable dashboard to display dynamic charts and graphs. (e.g., pie, bar, Gantt charts)		
2.4.46	Provides a real-time, configurable task (to-do) list for each user with the ability to drill down, filter and sort		
2.4.47	Provides customizable screens based on user role and case types		
2.4.48	Provides the ability to define data field requirement dependencies (e.g. based on a field selection or a case type or activity that was added, fields become mandatory and/or display as needed)		
2.4.49	Provides the ability to auto-populate fields based on previous information captured, stage of workflow, and related cases, including information entered by the customer		

#	Requirement	Response Code	Response / Comments
2.4.50	Provides easy method to view information on associated or linked records from within a specific case, permit, plan, or project		
2.4.51	Provides the ability to search on fields including City-defined (custom) fields, notes, and comments		
2.4.52	Provides an intuitive, simple to use, and flexible search interface (e.g. not case sensitive, smart search, accommodates wildcards or keywords)		
2.4.53	Provides the ability for each user to edit and save their own search parameters		
2.4.54	Provides the ability to export search results into common Microsoft formats (i.e. Excel spreadsheet)		
2.4.55	Provides the ability to attach and/or link to electronic documents and media to permits, inspections, plans, activities, cases, parcels, violations etc.		
2.4.56	Provides the ability to select and attach multiple documents at once		
2.4.57	Provides the ability for applications, permits and property-based documents to be linked or associated to a parcel, specific address, people, or case number		
2.4.58	Provides the ability for assigned staff to access documents and provide ability for customers to have restricted access for their projects		
2.4.59	Provides the ability to track revisions on attached edited documents (update to latest version with each revision)		

2.5 Planning

#	Requirement	Response Code	Response / Comments
2.5.1	Provides a customer portal to allow online submission of applications across multiple application types (e.g. site plan reviews, use permits, subdivisions-etc.)		
2.5.2	Provides the ability to include required attachments to an online application		
2.5.3	Provides the ability to calculate and pay application-related fees online		
2.5.4	Provides the ability to automatically validate a property owner on an application		
2.5.5	Provides the ability to automatically populate required setbacks from GIS		
2.5.6	Provides the ability for planning conditions of approval and/or mitigation measures to be attached or transferred to a subsequent building permit application for the related parcel, and for conformance and progress toward meeting conditions of approval or mitigation measures to be tracked through the building permit application		
2.5.7	Provides the ability for the applicant to view online the current status of an application		
2.5.8	Provides the ability to generate an email from the system to the applicant, as well as to other project stakeholders		

#	Requirement	Response Code	Response / Comments
2.5.9	Provides the ability to collect, bill to, and track applicant deposits, including automated notification of deposit amount available, the need to provide additional deposit amounts, and the ability to refund remaining deposit once project is complete		
2.5.10	Provides the ability to generate reports listing plan checks pending, plan checks returned, revisions, deferred submittals		
2.5.11	Provides the ability to generate reports indicating missing application materials, missing reports related to environmental review and other information required to process the application.		
2.5.12	Provides the ability to create and tie revisions and deferred submittals to a plan check		
2.5.13	Provides automated notification and reporting for pending permit expiration, along with automatic generation of notification to applicant via the applicant's preferred notification method		
2.5.14	Provides the ability to automatically generate a report to identify applicants with issued permits that have not requested an inspection after a specified number of days		
2.5.15	Provides the ability for parcel- or address-related Code Enforcement actions to alert user when entering a new permit		
2.5.16	Provides the ability to flag a parcel or address with an alert, including notes and related information, to be displayed to the user when entering a new permit		
2.5.17	Provides the ability to hold certificates of occupancy until all conditions of approval are satisfied and automatic notification when an inspection is required for planning conditions of approval.		
2.5.18	Provides the ability to enter information related to pre-application inquiries and responses.		
2.5.19	Provides the ability to assess permit fees, impact fees and engineering fees		
2.5.20	Provides the ability to generate an invoice including all fees (permit, impact, and engineering), either for a single permit or in permit multiples		
2.5.21	Provides the ability to create a customized application based on the customer's project requirements		
2.5.22	Provides the ability for the applicant to submit electronic copies of plans associated with the application as well as Planning application fees for each application submitted		
2.5.23	Provides the ability to automatically populate system with information from fillable forms		
2.5.24	Provides the ability for automatic time and date stamp of submittal		
2.5.25	Provides the ability for project file numbers to be system generated according to the City's preferred numbering sequence or for City staff to enter project numbers manually		
2.5.26	Provides the ability to track grant projects and budgets for Planning projects, including "match" hours or tasks		
2.5.27	Provides the ability to track consultant contracts (i.e., budgets, invoices, task completion, etc.) for Planning services, such as for environmental reviews, specific plans, etc.		
2.5.28	Provides the ability to link multiple permits, cases, plans, licenses, and other processes to a single master project		
2.5.29	Provides the ability to create multiple levels of parent/child relationships between permits, cases, and other records		

#	Requirement	Response Code	Response / Comments
2.5.30	Provides the ability to generate application/project status reports which identify key project details, planned milestone dates, task completion dates, and planned vs. actual task durations		
2.5.31	Provides the ability to track the location of plans in the process		
2.5.32	Provides the ability to track status of corrections by a reviewer, which may activate approval or redistribution e-routing to applicable departments		
2.5.33	Provides the ability to automatically generate a report to identify applicants that have not responded to request for additional information after a specified number of days		
2.5.34	Provides the ability to define configurable system-generated “form letter” Public Hearing notices utilizing Microsoft Word document templates; public hearing notices should include case/ project number, applicant, locations		
2.5.35	Provides the ability to track a variety of user-defined dates for noticing of meetings for specific Boards, Committees, and Commissions.		
2.5.36	Provides the ability to automatically generate notices based on City directed forms.		
2.5.37	Provides the ability to associate applications with the scheduled Planning Commission and/or City Council meeting schedules and view the items associated with specific meeting dates		
2.5.38	Provides the ability to record the actions taken by the Planning Commission, the City Council, and/or other Boards or Commissions related to an application or project		
2.5.39	Provides the ability to store internal communication threads within the project to promote staff collaboration		
2.5.40	Provides the ability for simultaneous access by multiple users to input plan review conditions and comments on a single project record		
2.5.41	Provides for easy access/retrieval of historical data (e.g. parcel, bond, submission, owner, occupancy, and transaction history)		
2.5.42	Provides the ability to track the status of multiple plan reviewers and automatically notify project planner when reviews are due and/or late.		
2.5.43	Provides the ability for automatic assignment of due dates for plan reviewers and provide reviewers with notification as due dates approach or are past.		
2.5.44	Provides the ability for plan review by multiple departments or divisions, including “routing” features that allow users to determine which reviewers are required		
2.5.45	Provides the ability to collect and assemble multiple reviewer comments, either by selectable pulldown or check off menu, into one or more consolidated reports or letters.		
2.5.46	Provides the ability to inherit or refer to data captured on linked permits, cases, and processes, eliminating duplicate data entry		
2.5.47	System maintains historical data, (e.g. address), even when information in GIS is changed or updated		

2.6 Engineering

#	Requirement	Response Code	Response / Comments
2.6.1	Provides a customer portal to allow online submission of applications (including for encroachments, grading, transportation, disabled parking etc.)		
2.6.2	Provides the ability to include required attachments to an online application		
2.6.3	Provides the ability to calculate and pay application-related fees online		
2.6.4	Provides the ability to automatically validate a property owner on an application		
2.6.5	Provides the ability for engineering permits to inherit conditions of approval and/or mitigation measures from a development application that covers the related area/parcel for the permit		
2.6.6	Provides the ability for the applicant to view the current status of an application online		
2.6.7	Provides the ability to generate an email from the system to the applicant, as well as to other project stakeholders		
2.6.8	Provides the ability to collect, bill to, and track applicant deposits, including automated notification of deposit amount available, the need to provide additional deposit amounts, and the ability to refund remaining deposit once project is complete		
2.6.9	Provides the ability to generate reports listing plan checks pending, plan checks returned, revisions, deferred submittals		
2.6.10	Provides the ability to create and tie revisions and deferred submittals to a plan check		
2.6.11	Provides the ability to assess permit fees, impact fees and engineering fees		
2.6.12	Provides the ability to generate an invoice including all fees (permit, impact, and engineering), either for a single permit or in permit multiples		
2.6.13	Provides the ability to automatically populate system with information from fillable forms		
2.6.14	Provides the ability for automatic time and date stamp of submittal		
2.6.15	Provides the ability for file numbers to be system generated according to the City's preferred numbering sequence or for City staff to manually assign a project number		
2.6.16	Provides the ability to track status of corrections by a reviewer, which may activate approval or redistribution/re-routing to applicable departments		
2.6.17	Provides the ability to store internal communication threads stored within the project to promote staff collaboration		
2.6.18	Provides the ability for simultaneous access by multiple users to input plan review conditions and comments on a single project record		
2.6.19	Provides for easy access/retrieval of historical data (e.g. parcel, bond, submission, occupancy, and transaction history)		
2.6.20	Provides the ability to inherit or refer to data captured on linked permits, cases, and processes, eliminating duplicate data entry		
2.6.21	System maintains historical data, (e.g. address), even when information in GIS is changed or updated		

2.7 Plan Check

#	Requirement	Response Code	Response / Comments
2.7.1	Provides the ability to upload revised and subsequent plan submissions to original plan submission		
2.7.2	Provides the ability to support single and multi-phased plan review		
2.7.3	Provides the ability to assign plan reviews on a geographic basis (i.e., to assigned reviewers) but allow for supervisors to override assignments		
2.7.4	Provides the ability for plan review by multiple departments or divisions, including "routing" features that allow users to determine which reviewers are required		
2.7.5	Provides the ability to collect and assemble multiple reviewer comments, either by selectable pulldown or check off menu, into one or more consolidated reports or letters		
2.7.6	Provides the ability for automatic assignment of due dates for reviewers and provide plan reviewers with notification as due dates approach or are past		
2.7.7	Provides the ability to track specific review deficiencies from each review cycle, bringing forward unresolved deficiencies to subsequent review cycles		
2.7.8	Provides the ability to automatically identify special conditions or calculate fees based on a property's location (e.g. water and sewer district, fire protection district) based on City-created GIS boundary data		
2.7.9	Provides the ability to capture and display conditions of approval/ mitigations (including those from Planning applications) that will inherit/apply to all building permits issued within a development area or project		
2.7.10	Provide the ability to display status conditions of approval/mitigation by assigned project manager and assigned user (e.g., fire)		
2.7.11	Provides the ability to alert/display when there are multiple zoning/conditions on an individual parcel (i.e., single parcel with residential and commercial zones)		
2.7.12	Provides the ability to create and tie revisions and deferred submittals to a plan check		
2.7.13	Provides the ability to automatically generate a report to identify applicants that have not responded to correction notices after a specified number of days		
2.7.14	Provides the ability for assignment and assignment override of specific documents for review		
2.7.15	Provides the ability to capture and measure performance metrics of staff (i.e., number of projects assigned, number of hours reported, turnaround time)		
2.7.16	Provides the ability to notify the reviewer of upcoming due dates and items pending or past		
2.7.17	Provides the ability to present processing/review status and updates via the Customer Portal		
2.7.18	Provides the ability for supervisor to see the "big picture" of assignments and due dates		
2.7.19	Provides the ability to add bar codes and labels to hard copies of plans		

#	Requirement	Response Code	Response / Comments
2.7.20	Electronic plan review, including electronic approvals		
2.7.21	Provides the ability to receive electronic plans from customers		
2.7.22	Provides the ability to cite specific code language when reviewing and commenting on proposed plans		
2.7.23	Provides the ability to capture standard comments that may be utilized in the plan review process		
2.7.24	Provides the ability to associate annotations with written comments		
2.7.25	Ability for multiple reviewers to review the same plan simultaneously and separately track each reviewer's comments		
2.7.26	Identify if the submittal is an original or a modification through a drop-down menu		
2.7.27	Provides notification of City staff upon receipt of documents		
2.7.28	Provides confirmation to customer upon successful uploading of individual documents		
2.7.29	Provides the ability to accept electronic signatures and stamps on plans/drawings		

2.8 Permits

#	Requirement	Response Code	Response / Comments
2.8.1	Provides the ability to do batch permitting (i.e., a project with multiple units)		
2.8.2	Provides the ability to issue standalone permits (i.e. building, engineering, mechanical, electrical, plumbing, roof replacement, etc.), not just permits in combination with multiple disciplines		
2.8.3	Provides the ability to identify when a permit type requires a licensed contractor, architect or owner		
2.8.4	Provides the ability for building or engineering permits to inherit conditions of approval/mitigation measures from a development application that covers the related area/parcel for the building permit and not allow certificate of occupancy to be issued until all conditions are signed off.		
2.8.5	Provides the ability to generate an email from the system to the applicant, as well as to other project stakeholders		
2.8.6	Provides the ability to collect, bill to, and track applicant deposits, including automated notification of deposit amount available, the need to provide additional deposit amounts, and the ability to refund remaining deposit once project is complete		
2.8.7	Provides automated notification and reporting for pending permit expiration, along with automatic generation of notification to applicant via the applicant’s preferred notification method		
2.8.8	Provides the ability for parcel- or address-related Fire Department actions (such as report of a structural fire or operational permit violation) to alert user when entering a new permit		
2.8.9	Provides the ability for parcel- or address-related Code Enforcement actions to alert user when entering a new permit		
2.8.10	Provides the ability to flag a parcel or address with an alert, including notes and related information, to be displayed to the user when entering a new permit		

#	Requirement	Response Code	Response / Comments
2.8.11	Provides the ability to assess permit fees, impact fees and engineering fees		
2.8.12	Provides the ability to prevent issuance of a permit if a related construction professional is not licensed by the state and/or if the construction professional lacks a Business License		
2.8.13	Provides the ability to generate an invoice including all fees (permit, impact, and engineering), either for a single permit or in permit multiples		

2.9 Inspections

#	Requirement	Response Code	Response / Comments
2.9.1	Provides the ability to select from a common list of comments when completing an inspection (on tablet or other mobile device and automatically populate correction notices and project record.		
2.9.2	Provides the ability to automatically assign inspections and other tasks by geographical area (i.e., zone, GIS layers, map page & grid)		
2.9.3	Provides the ability to override automated assignments if authorized (e.g., supervisors)		
2.9.4	Provides the ability to limit/control the number of inspections assigned to an inspector		
2.9.5	Provides the ability to set daily inspection request limits based on type of inspection, or groups of types, and day of the week, excluding holidays		
2.9.6	Provides the ability to record the customer's preferred inspection time (AM or PM)		
2.9.7	Provides the ability to set cutoff times of day for scheduling, rescheduling, and canceling inspections for the following business day		
2.9.8	Provides the ability to set a limit on the number of business days out that an inspection may be scheduled		
2.9.9	Provides the ability to generate an inspection checklist based on inspection type (on tablet or other mobile device) and automatically populate correction notices and project record.		
2.9.10	Provides the ability for inspectors to enter extensive, detailed results of inspections (should have unlimited field case & field notes)		
2.9.11	Provide the ability to track time spent on inspection.		
2.9.12	Provides the ability to view the permit via the application		
2.9.13	Provides the ability to view past / prior inspections, log and comment and attached photos, schedule inspections in the field		
2.9.14	Provides the ability to print or email correction notices		
2.9.15	Provides the ability to track digital signoffs of inspections		
2.9.16	Provides the ability for supervisors and field inspectors to view the real-time status of the day's inspections in order to reassign inspectors as needed		
2.9.17	Provides the ability to display 'hold' data on the customer portal including the details of the hold		

#	Requirement	Response Code	Response / Comments
2.9.18	Provides the ability to display all inspections on a permit, including status.		
2.9.19	Provides the ability to easily send code violation information to Code Enforcement		

2.10 Code Enforcement

#	Requirement	Response Code	Response / Comments
2.10.1	Processes, organizes, and tracks all cases of code violation by case type.		
2.10.2	Identifies case type by parcel, address.		
2.10.3	Allows user-defined violation types and related freeform text		
2.10.4	Allows multiple violations to be associated with a single case		
2.10.5	Provides notifications to responsible parties and establishes a user-defined follow-up inspection program to ensure violation corrections are made		
2.10.6	Defines case types with user-defined sequence of actions and case data for each type		
2.10.7	Provides a report of inspection follow-up not performed within a configurable time period		
2.10.8	Generates user-defined notice letters to property owners / responsible parties regarding cases involving their property or of actions the city might take to resolve their cases		
2.10.9	Allows historical tracking of notice letters		
2.10.10	Create notices on properties generated by enforcement actions		
2.10.11	Allows notices and liens to be attached to a case		
2.10.12	Create liens on properties generated by delinquent account balance		
2.10.13	Create releases of liens / notices on properties generated by payment in full and correction of violations		
2.10.14	Allows a user to assign a case to an inspector for follow-up		
2.10.15	Provides a method for multiple departments to use the system with security options for each department		
2.10.16	Provides ad hoc reporting in various sort orders, including inspector, department, responsible department, case-type, and address		
2.10.17	Allows unlimited freeform text for cases, violations, inspections, and Council meeting decisions		
2.10.18	Locates a case by property address, names associated with the case, parcel number, user-defined look-up field, case number, report number, citation number and date		
2.10.19	Automatically assign a citation number for each notice		
2.10.20	Processes and tracks scheduled preventive inspections		
2.10.21	Batch creation of cases for scheduled rental property and others as user defined		

#	Requirement	Response Code	Response / Comments
2.10.22	Batch creation of notice letters for scheduled preventative housing, health, property management, rental property, and fire inspections		
2.10.23	Allows fees/fines to be billed for preventative inspections		
2.10.24	Establishes fines based on a "per day" calculation. When users add a start date for the fine, the system keeps a running total to date		
2.10.25	Creates and prints a case history report of multiple cases for a location or for multiple locations on one parcel. Allow the selection to include active, closed, or all cases		
2.10.26	Creates and prints a report based on the actions per CEO (Code Enforcement Officer) based on date and case type		
2.10.27	Creates and prints a report that shows late inspections.		
2.10.28	Creates and prints an ownership change report		
2.10.29	Creates and prints a code enforcement inspection list based on scheduled inspection dates		
2.10.30	Ability to create, email or print code enforcement inspection listed based on scheduled inspection dates from mobile or portable device		
2.10.31	Attach photos, etc. to a case in real time and apply geotags		
2.10.32	Ability to restrict record changes in accordance with chain of custody requirements		
2.10.33	Transaction audit trail (for example, if a $500 note was changed, who changed it from what to what).		
2.10.34	Ability to run analytics type reports such as: active codes: number, type, how long in queue, how long from when it opened until officer gets out there, code enforcement actions; by officer by type, by reporting district.		
2.10.35	Ability to auto-populate violation type based upon user-defined rules		
2.10.36	Ability to track code enforcement actions by grant, or other designated category		
2.10.37	Customer portal - for example a graffiti portal (mobile app - take a photo and it pinpoints, send it us and it opens a case) - for all types of violations		

2.11 Customer/Citizen Access

#	Requirement	Response Codes	Response / Comments
2.11.1	Provides the ability to enter and submit online project and/or permit applications		
2.11.2	Provides a responsive web design to automatically adjust and render well on all screen sizes and resolutions while ensuring good usability		
2.11.3	Provides the ability to accept electronic documents by customers and contractors to their respective projects/applications via secure web portal		
2.11.4	Provides the ability for citizens and development customers to request a pre-application meeting		

#	Requirement	Response Codes	Response / Comments
2.11.5	Provides the ability for citizens and development customers to access development services online via the internet via multiple, common internet browsers and versions, and mobile devices		
2.11.6	Provides the ability for customers to request onsite or video conference meeting options		
2.11.7	Provides the ability for customers to request the scheduling, rescheduling, or cancelation of inspections and to view status of completed inspections		
2.11.8	Provides the ability for customers to search for and view defined electronic documents attached to cases or activities		
2.11.9	Provides a city-definable decision tree that enables customers to enter information based on question and answer paths which result in lists of requirements (e.g. permits, plans, documents, applications) based customer's project or potential project		
2.11.10	Provides the ability to generate project fee estimates during the application process		
2.11.11	Provides the ability for integrated, electronic submission of applications and related forms/documents (application data populates application automatically and does not need to be manually entered later)		
2.11.12	Provides the ability to attach and submit plans, images, or other electronic documents with online applications		
2.11.13	Provides the ability for submittal of code enforcement and other complaints online, with option for submitter to remain confidential/anonymous		
2.11.14	Provides the ability for payment of fees online, including generation of a receipt for payment as well as the allocation of fees paid according to City-defined accounting distribution		
2.11.15	Provides the ability to control information visibility, and limit public access to internal information		
2.11.16	Provides the ability of public to access project descriptions and location information on-line.		
2.11.17	Provides a map locating all proposed development applications and certain building permits online		
2.11.18	Provides public with ability to provide comments on proposed project directly to project planner on-line.		
2.11.19	Gives public the ability to request automatic notification of proposed projects within defined geographic areas.		
2.11.20	Provides the ability to provide shopping cart option so customers can apply for and receive multiple permits during one user session (i.e. different permits for different addresses and the ability to separate payments by department for reconciling		
2.11.21	Provides integration with underlying application database, including real-time data read/write access with encryption		
2.11.22	Provides the ability for customers to create secure accounts/logins to access their projects and applications		
2.11.23	Provides the ability for an individual to have multiple profiles (e.g. owner, architect, engineer, planner, developer, builder, expediter, inspector, tenant) and to associate multiple profiles to a project application		

#	Requirement	Response Codes	Response / Comments
2.11.24	Provides the ability for online password resets for user accounts (allow staff to reset password for customer in case customer locked out)		
2.11.25	Provides the ability to associate additional contractor licenses and disassociate existing licenses as applicable		

3 Technical

3.12 General

#	Requirement	Response Code	
3.12.1	Provides a production, training, test, and development environment		
3.12.2	Provides the ability to configure workflows, codes, report parameters, and other elements to meet specific business needs using configuration and operating parameters provided by City and without the assistance of the software vendor		
3.12.3	Provides for upgrades to accommodate changes in laws, regulations, best practices, and new technology		
3.12.4	Supports ability to implement Multi-Factor Authentication for conditional access		

3.13 System Security

#	Requirement	Response Code	Response / Comment
3.13.1	Allows the system administrator to: • Define a minimum length password. • Define a password expiration timeframe. • Prohibit reusing of passwords		
3.13.2	Allows the system administrator to: • Configure control access to the application, modules, transactions, data, and reports. • Define access rights (e.g., create, read, update, delete) by user ID or functional role. • Define functional access rights (e.g., processes, screens, fields, and reports) by user ID or functional role • Restrict access to sensitive data elements (e.g. social security numbers, banking data, etc.) by user ID, user groups or functional role		
3.13.3	Restrict entry of certain transactions by password		
3.13.4	Allow creation of new user rights by copying another user's right levels and modifying		
3.13.5	Ability to create groups of users by a role type and to apply/change access rights to groups of users.		
3.13.6	Ability for the system to automatically log-off a user after an extended period of inactivity.		
3.13.7	Ability to allow end-user accounts that are not part of the city's domain (e.g., contract fire inspection services)		

3.14 Integration / Interfaces

#	Requirement	Response Code	Response / Comments
3.14.1	Provides interface to City's ERP (Tyler MUNIS) – specifically Finance (i.e., GL Accounts) and Cash Receipts. Address whether information from Tyler MUNIS would be required to update transaction status		
3.14.2	Ability to generate a daily cash receipt report and/or integration file that has the information needed to post into the General Ledger– GL coding, permit amount, etc. (Tyler MUNIS). Describe the type of reports available; readable detail and summary (non-text) reports as part of balancing process of integration with totals by type, department, GL, user, payment method, project account, and property address/APN is desired		
3.14.3	Ability to report revenue received / collected within the system by type of payment and GL account and standard reports generated from the system for external use, including payment detail reporting for research		
3.14.4	Provides an interface to record/data retention that meets our Retention Policy guidelines. (For example, finance related items (cash receipts) three years.)		
3.14.5	Ability to integrate with a third-party credit card payment provider for online and at counter credit/debit cards		Please Name:
3.14.6	Ability to utilize alternative payment methods such as ACH, Apple/Google Wallet, PayPal, etc., for online payments		Please Name:
3.14.7	Provide an interface via APIs and web-services to push and pull data via secure methods		
3.14.8	Provide integration to ESRI ArcGIS Online		
3.14.9	Provide integration to ESRI Cloud Based Enterprise Environment (e.g., local government)		
3.14.10	Provide ability to receive monthly owner information updates		
3.14.11	Via ESRI integration provides ability for GIS to serves as the "single source of truth" for all ownership and spatial related information about a parcel, address, polygon, point, segment, etc.. This data is viewable via GIS		
3.14.12	Via ESRI integration provides ability for data records (i.e., project applications, permits, inspections, etc.) created within the proposed system include a link to the underlying parcel, address, polygon, point, segment, etc.		
3.14.13	Via ESRI integration provides ability when viewing a parcel, address, polygon, point, segment, etc. within GIS, the user will be able to view a list of related data records (i.e., permits, inspections, etc.) and link directly from the selection of any one of those data records to the corresponding data record in the proposed system		
3.14.14	Provides the ability to view all related application records for a parcel, address, polygon, point, etc. or within a selected buffer from a parcel.		
3.14.15	Provides the ability to add records from a selected parcel, address, polygon, point, etc. on a GIS map and link back to the system.		
3.14.16	Provides the ability to utilize the GIS buffering function to identify parcels within a specific distance of a project and generate a mailing list of associated property owners and residents. Including the ability to generate the "mail merge" of notification letters with addresses identified from the selected buffer		

#	Requirement	Response Code	Response / Comments
3.14.17	Provides the ability to identify all parcels within a radius of a parcel, point, address, polygon, etc. and return the resulting list to the proposed solution for further inquiry or reporting.		
3.14.18	Provides the ability to query and select one or more parcels, addresses, points on a GIS map and generate the related map that includes those data points/elements. Including ability to save the map view as a document that may be printed or emailed		
3.14.19	Location data is kept in a single data store that is accessible by all program modules		

3.15 Hosted or SaaS System Requirements

#	Requirement	Response Code	Response / Comments
3.15.1	Provides system availability 24 hours a day, 365 days a year (not including scheduled downtime)		
3.15.2	Ensures scheduled downtime is pre-approved by the City one week in advance		
3.15.3	Provides system uptime of 99.99%		
3.15.4	Provides hosting facility that is SSAE 16 certified. Ability to share third party application security audits (SOC1, SOC2). Annual compliance reports will be required for Finance/IT to review		
3.15.5	Stores data in only in the United States. (U.S.)		
3.15.6	Ensure provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for the devices used and kept only at its U.S. data centers.		
3.15.7	Provides for continuous backup of data and transactions such that the City will not suffer data loss in the event of a disaster or catastrophic failure		
3.15.8	Provides for scheduled, periodic backup of live data to the test/ training environment		
3.15.9	In the event of a disaster or catastrophic failure, informs the City: • Within one hour • The scale and quantity of the data loss • What Proposer has done to recover the data and mitigate any effect of the data loss • What corrective action Proposer has taken to prevent future data loss		
3.15.10	Single Sign on/ Azure AD integration using SAML /MFA		
3.15.11	Provide proof of Cybersecurity Best Practices (Center for Internet Security)		
3.15.12	The City owns all its data. The service provider will not access the data except as needed to do the work of the contract.		
3.15.13	The provider will not erase the City's data in the event of suspension or when the contract is terminated. In the event of termination, the service provider will implement an orderly return of City data.		

#	Requirement	Response Code	Response / Comments
3.15.14	The provider implemented controls related to systems to include but not limited to: systems and application resilience (consistent emphasis on security, fully documented features, change and version management, data backup, continuity, and restoration), logical access management, and unauthorized traffic		

3.16 Data Access Security and Breaches

#	Requirement	Response Code	Response / Comments
3.16.1	Maintains audit logging to record access activity: • Login/logout attempts by user and workstation. • User submitted transactions. • Initiated processes. • System overrides • Additions, changes, or deletes to application-maintained data		
3.16.2	Upon discovery or reasonable belief of any data breach, notifies the City by the fastest means available, and in writing within 24 hours. Notification should include: • The nature of the breach • The data accessed, used, or disclosed. • The person(s) who accessed, used, disclosed, and/or received data (if known) • What has been done to quarantine and mitigate the breach • What corrective actions has been taken to prevent future breaches		
3.16.3	Provides daily updates regarding findings and actions performed until the breach has been effectively resolved to the City's satisfaction		
3.16.4	Provides a report containing the results of the investigation of the breach		
3.16.5	Provider will notify the City of any legal requests that might require access to the City's data.		
3.16.6	In the event of termination, the service provider ill destroy data using a NIST-approved method when requested by the city.		
3.16.7	Provide the ability for the city to export its data whenever needed.		
3.16.8	The provider has established, implemented and maintains security written procedures, practices and internal controls appropriate to information technology service providers (Providers Data Security Guide) to protect City data from unauthorized access, destruction, use, modification, or disclosure.		

ATTACHMENT D
Budget/Cost Breakdown

Software	**Cost**
A. List Product	
B. List Product	
C. List Product	
D. List Product	
Total Software Costs	

Hardware
A. List Product
B. List Product
C. List Product
D. List Product
Total Hardware Costs

Project Management
A. Item Description
B. Item Description
C. Item Description
D. Item Description
Total Project Management Costs

Data Conversion Analysis & Implementation
A. Item Description
B. Item Description
C. Item Description
D. Item Description
Total Data Conversion Costs

System Interfaces
A. Item Description
B. Item Description
C. Item Description
D. Item Description
Total System Interface Costs

Staff Training
A. Item Description
B. Item Description
C. Item Description
D. Item Description
Total Training Costs

Out-of-Pocket Expenses
A. Item Description
B. Item Description
C. Item Description
D. Item Description
Total Out-of-Pocket Costs

Annual Service, Maintenance and Support (Three Years by Year)
Year 1
Year 2
Year 3
Total Annual Costs

ATTACHMENT E

Sample Agreement

THIS AGREEMENT made and entered into this ____ day of __________, **2019**, by and between ____, hereinafter called the Consultant, and the ***City of Grand Island, Nebraska***, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of ***Request for Proposals for Permitting Software and Implementation for the City of Grand Island Public Works Department***, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultant submitted the best qualifications based on the evaluation criteria listed in the Request For Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the ***Request for Proposals*** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

<u>ARTICLE I.</u> That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached ***Request for Proposals for Permitting Software and Implementation for the City of Grand Island Public Works Department*** and in the attached ***Request for Proposals*** as submitted by the Consultant**;** said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's qualifications;

<u>ARTICLE II.</u> That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of **______________________________________ *and xx/100 Dollars* (*$*______________)** for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

<u>ARTICLE III.</u> The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached ***Permitting Software and Implementation for the City of Grand Island Public Works Department.***

<u>ARTICLE IV.</u> That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its sub-consultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

VENDOR

By ________________________________ Title ______________________________

CITY OF GRAND ISLAND, NEBRASKA,

By ________________________________ Attest: ______________________________

Roger G. Steele, Mayor RaNae Edwards, City Clerk

The agreement is in due form according to law and is hereby approved.

____

Stacy Nonhof, Asst. City Attorney

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

(1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-consultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
(b.) cancellation, termination or suspension of the agreement, in whole or in part.

(6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any sub-agreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.