



REQUEST FOR PROPOSALS

Sealed proposals will be received by the City of Foley at 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, Alabama 36536 until 2:00 p.m. CST on Thursday, November 4, 2021 for:

LICENSING & PERMITTING SOFTWARE GG-110421

at which time and place they will be publicly opened and read. Specifications may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama, 36535, by calling (251) 943-1545, or, the request for proposal may be downloaded from the City's website at <http://www.cityoffoley.org>.

To be eligible for consideration, proposals must be submitted on complete original proposal forms found in the Request for Proposal package. **The specifications and all executed proposal forms must be submitted in a sealed envelope, clearly marked, the Company name and address, the proposal name, and the date of the proposal opening.** It shall be the sole responsibility of the company to assure receipt of the proposal at Foley City Hall prior to the published time for the proposal opening.

The City of Foley reserves the right to accept or reject any or all proposals and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Rachel Keith
Purchasing Agent
City of Foley, Alabama



REQUEST FOR PROPOSAL FORM

PROPOSALS TO BE OPENED AT: **2:00 P.M. CST**
DATE: **Thursday, November 4, 2021**

Sealed proposals will be received by the City of Foley, Alabama, at its office in Foley until the above date and time, and then opened as soon thereafter as practicable.

Rachel Keitt
Purchasing Agent

SPECIFICATIONS: SEE ATTACHED

If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after proposals are opened. Substitutions will be treated as “approved equivalent or equal” which is discussed in paragraph 1.05 of the proposal documents *GENERAL CONDITIONS*. Please refer to Paragraph 1.05 prior to offering any substitutions. No prices shall include State or Federal Excise Tax. Tax exemption certificates furnished upon request. City reserves the right to accept or reject all proposals or any portion thereof.

We are in a position to complete this project per the attached proposals within _____ days after receipt of notice to proceed. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the company.

I hereby affirm I have not been in any agreement or collusion among companies or prospective companies in restraint of freedom of competition, by agreement to bid at fixed price or to refrain from bidding, or otherwise. I am not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

THIS BID MUST BE NOTARIZED

Sworn to and subscribed before me
this the _____ day of
_____, 2021.

FIRM: _____

BY: _____
Signature accepted in ink only

STREET ADDRESS: _____

NOTARY PUBLIC

CITY: _____ STATE: _____

BIDS MADE OUT IN PENCIL WILL NOT
BE ACCEPTED.

TERMS: _____
FOR CASH PAYMENT WITHOUT REGARD TO
DATE OF REMITTANCE

ALL COMPANIES MUST USE OUR PROPOSAL FORM(S). NAME AND ADDRESS, BID NAME, OPENING DATE AND TIME MUST BE PRINTED ON THE OUTSIDE OF THE SEALED ENVELOPE. EACH PROPOSAL MUST BE IN SEPARATE ENVELOPES.



COMPANY INFORMATION:

Company Name:		
Submitted By:		
Mailing Address:		
Telephone Number:		
Fax Number:		
E-Mail Address:		
Ethics Disclosure:	Are you a City of Foley Appointed Official? Are you a City of Foley Employee? Are you the spouse of a City of Foley Appointed Official or Employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

ADDENDUM ACKNOWLEDGEMENT:

Company acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into this Request for Proposal.

(List all addendums issued for this proposal.)

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

Proposal Specifications

- A. Purpose for RFP:** The City of Foley Revenue & Community Development Departments are seeking to purchase a comprehensive business licensing & permitting solution to provide workflow automation and tracking services for building permits, zoning permits, building inspections, code enforcement, and general administrative permits and business licenses. Online and mobile functionality is a requirement in order to provide citizen portal and contractor access as well as functionality that will allow field staff to directly access and edit permits and inspections. Software should be tailored for governmental entities. Software subscription will provide access for an unlimited number of citizen accounts. Staff training shall be required.
- B. Background Information:** The City is seeking to significantly increase the volume of permits and license applications, inspection requests and payments that are submitted online. Foley would like to have one site where all customer transactions are handled for permitting and licensing. The City currently utilizes Tyler Incode V.X (version 10) software for its financial management and community development software. There are no plans to switch from Incode V.X for financial management, so the selected vendor will need to ensure that their software is able to either directly integrate with Incode V.X, or able to provide a file for electronic import into Incode V.X along with providing the necessary cash register functionality and reports that will allow it to function in conjunction with the City's existing financial software.
- C. SOW:** The Scope of Work, may be modified through negotiation and/or by written addendum, will be made a part of the Agreement. Through this RFP, the City intends to procure the software functionality listed in this section. Please provide brief itemized answers that correspond to each numbered section that clearly detail how your software provides this functionality.

The City desires a customizable, off-the-shelf software solution that will support automation of all necessary functions related to the overall permitting and licensing process. The software will contain the following functions to the greatest extent possible:

- 1. General:** Provide modern web form capabilities that allow for easy editing of forms and that clearly define workflows for customers and staff. System must allow online submission and payment of permits, licenses and related activities. The City will consider hosted solutions as well as client/server software solutions. If providing a hosted solution, please detail the network environment, data backup frequency and structure, and guaranteed percentage of uptime. All solutions must clearly explain the City's ability to export information from the system in the event of the maintenance contract being terminated. Please note if your software includes a REST API.

2. **Data:** Integrate with ESRI ArcGIS Online. The city will maintain a public ArcGIS online website. Allow automated updating of property address and owner information from the Baldwin County Assessor.
3. **Permitting:** Monitor all building activity, issue a variety of permit types, link to related records, account for all appropriate fees, and allow for the upload of contractor licensing and ability to set expiration date. The City would like the capability to have some permits that require no additional administrative review following submission and payment to have the capability to be instantly/automatically approved. Also desire dating functionality that would alert customer and staff of the pending expiration of a permit. The City requires the ability to customize permit number formatting, currently using 00000001. The city requires a solution that includes the ability to flag a property or parcel with a “Stop Work” directive and double fees on designated properties. The City would prefer a solution that includes functionality for a customer to see an estimate of the fees that will be required for a permit prior to submission. Software must allow for upload of building plans and route for approval.
4. **Business Licensing:** Provide licensing functionality including contractor licensing that can be directly integrated into the permitting process. Software should allow for automated renewal of business license notifications and electronic Business License Certificates. Software should allow for application submission, upload of required documents (e.g. certificate of insurance), and pay fees.
5. **Inspection Tracking and Scheduling:** Allow automatic creation of specific inspection types based on permit applications. Track both routine and periodic inspections of buildings and property, and manage all building inspection scheduling activities. Allow online customer inspection requests and provide calendaring functionality for inspectors that allow them to easily create a daily schedule from inspection requests. Allow real time inspection results to be publicly available to all users including via email to permit holder. Provide dating functionality that provides ticklers for permits and inspections with no activity. The City would prefer functionality that allows an inspector to see a map of their daily inspections. Permits should automatically close upon a successful final inspection.
6. **Plan Application Tracking/Workflow:** Provide on-line reporting capabilities for all permit applications and license reviews from permit submission to issuance. The system should provide a visual workflow status that is clear to both the customer and internal staff.
7. **Reporting:** Generation of reports using any combination of data elements maintained by land use and permitting systems. A dashboard that overviews activity levels and that is capable of being made public is preferred. The City desires automated reports that can be emailed.

- 8. Code Enforcement:** Allows for the monitoring of codes and management of violations associated with all building projects and property maintenance. Includes dating functionality that provides reminders for follow-up inspections or needed activities. Allows for the online submission of anonymous code enforcement complaints without prior registration as well as the generation of automated letters based on identified code violations.
- 9. Public Online Application Submittal, Complaint and Inquiry Capabilities:** The software will allow unregistered read-only queries of active and closed permits based on address. The City would prefer a solution that also allows queries of a map to see active permits or code complaints. Software will have the capability to allow online submittal of permit applications and related plan submissions, and code enforcement complaints.
- 10. Mobility/In-Field Usage:** View, schedule and modify inspections and record notes while in the field from laptops, iPads and tablet devices. Allow pictures to be easily attached to inspection reports. Have the ability to quickly access all contact details for the owner, applicant, contractor or complainant as well as attached plans. Retrieve data by searching any parameter, including permit #, contractor, address, etc.
- 11. Capability to track planning and zoning applications:** Software must include the ability to assign conditions to certain parcels such as a Historic District, Floodplain etc.
- 12. Payment Processing:** Software must directly integrate with credit card processor and contain cash register functionality for processing of payments. Payment processing must contain audit mechanism to track payment overrides and nuanced user rights that limit users who can override payment structures. Integration with cash drawer functionality of Tyler Incode 10 is preferred.

D. The Scope of Work must include implementation services, including, but not limited to:

- Software installation and setup
- Template and application form development
- Testing, including acceptance testing
- Training for support staff, end users, and administrators
- Software maintenance and warranty services. The Scope of Work must also include a schedule of deliverables and milestones associated with each of the above modules or phases. A solution that will provide a high level of functionality with ease of use is desired. Consideration will be given to a well- designed and proven software system that has excellent vendor support, rich capabilities, and robust ad hoc reporting tools.

E. Title and Indemnity: Proposer warrants that it owns the software, including all associated intellectual property rights, or otherwise has the right to grant City the right and license provided in this Agreement, and that as of the date of this Agreement, to the best of Proposer's knowledge, neither the software nor the documentation infringe on any valid patents, copyrights, trademarks, or other proprietary rights of any third parties.

F. Deliverables: The deliverable(s) shall be accepted by City when (1) the deliverable(s) has been delivered, installed and made ready for use at City's site in accordance with

Proposer's installation and operating specifications; (2) City has tested the deliverable(s) and the deliverable(s) has passed testing; and (3) City agrees that deliverables meet or exceed the specifications and those contained in the statement of work and order concerning performance and capabilities of the deliverable(s) as modified by Proposer.

Proposer represents and warrants that (1) the computer programs provided constitute all the applications or systems software or interfaces required by City to operate the Software System; (2) the software system as delivered to City hereunder shall operate on or with the hardware currently utilized within the City; (3) the software systems as delivered to City hereunder shall meet the specifications without the need for customization or modification or the delivery of any additional services except as specified in the statement of work and the work order; (4) the software shall be compatible with City's existing data files, business information and systems such that significant additional applications or systems software or interfaces shall not be required to be produced or procured in order to complete the implementation of the software; and (5) the software shall be free of any defect in material of the media in which the software are delivered, or any virus or other program routine designed to erase or otherwise harm the City's hardware, data or other programs.

In the event City reports a defect or malfunction that materially and adversely affects City's use of the software in a way that interferes with an immediate, urgent need of City, Proposer shall use its best efforts to respond to such report within 24 hours and thereafter to provide continuous technical assistance to diagnose and correct the defect or malfunction. Proposer shall maintain a trained staff capable of rendering the services set forth in this Agreement.

G. RFP Documents: The Company is encouraged to include any additional information that will substantiate its product quality, service capabilities, and commitment that will otherwise assist The City of Foley in evaluating the proposals. The sealed proposals should be submitted with the Company's most favorable price, quality and service capabilities, taking into account the City's expectations. Include brochures and other relevant information about your company that you wish the City of Foley to consider in its selection.

H. Award: Upon receipt of proposals, it will be the decision of the City of Foley to award or not award the project. The City reserves the right to reject any or all proposals and to waive technical errors, if, in the City's judgment, the best interest of the City will thereby be promoted.



The City of Foley also reserves the right to (i) determine selection process (The City of Foley will select a company which offers the proposal that is deemed to be in the City's best overall interest; provided however, The City of Foley also reserves the right to make

award or no award if this is in the best interest of The City of Foley, in the City's sole discretion); and (ii) give consideration to special or unique features which may be offered by a company. Price alone may not be the sole determining factor in the selection process. All decisions will be made solely at the discretion of The City of Foley.

- I. **Bid Pricing:** The City of Foley is exempt from payment of all Federal, State, and Local Taxes. Vendor can be provided with a tax exempt form if it is required.
- J. **Timeframe:** The project shall commence after the issuance of the Notice to Proceed. City of Foley would like for the project to begin no later than November 15th and be complete within 90 calendar days.
- K. **Additional Information:** If the Bidder employs persons in the State of Alabama, the bidder must comply with Section 31-13-9, Code of Alabama 1975, and shall provide proof of enrollment in the E-Verify program with their bid. A copy of the signed Memorandum of Understanding (MOU) generated upon completion of enrollment in the E-Verify program is acceptable. (See *General Conditions, Item 1.17 for more information.*)

All questions related to this proposal must be documented through email and should be sent to Rachel Keith at rkeith@cityoffoley.org no later than 72 hours prior to the scheduled proposal opening. No questions will be addressed by any means other than email. Answers will be emailed to all companies in the event that clarification is required. If further clarification is needed about a change within the proposal, an Addendum will be emailed stating the change. All addendums must be acknowledged in the "Addendum Acknowledgment" section located on page 3 of this request for proposal.

- L. **Instructions to Companies:** To be eligible for consideration, proposals must include forms found in the Request for Proposal package. **The entire proposal and all executed forms must be submitted in a sealed envelope, clearly marked, identifying the project name, date and time of the bid opening, the company name and address.** It shall be the sole responsibility of the company to assure receipt of the proposal at the Foley City Hall prior to the published time for the proposal opening. If hand delivering, the proposal envelope must be "Date and Time" stamped at the receptionist's desk when the proposal package is turned in.

Proposals should be sent to one of the following addresses:

U.S. Postal Service
City of Foley
Attn: Purchasing Agent
P.O. Box 1750
Foley, AL 36535

Physical Address
City of Foley
Attn: Purchasing Agent
407 E. Laurel Avenue
Foley, AL 36536



Proposal Checklist

Items that should be included in Proposal:

- Request for proposal form (PDF page 2)
- Company information page (PDF page 3)
- Licensing & Permitting Software proposal description
- Pricing should be broken down by item should include:
 - One time fees
 - Annual recurring fees
 - Organizational database structure setup and training charges
- Describe how training will be conducted.
- A listing of the company projects/customers similar in size and scope to the services described in the RFP. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list examples of services rendered in the state of Alabama.
- Proposal checklist (PDF page 9)
- Proof of E-Verify Documentation in the form of signed Memorandum of Understanding (MOU)

This list is not intended to be all inclusive, but a guide to creating your proposal.

Company: _____

Submitted By: _____

Address: _____

Phone: _____



GENERAL CONDITIONS

To insure acceptance, all contractors submitting proposals to the City of Foley shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals **not** submitted on the proposal form(s) provided may be rejected, and proposals **not** complying with these conditions will be subject to rejection.

1.0 Intent of Specifications:

It is the intent of the specifications attached hereto to set forth and describe certain item(s) or service(s) to be purchased by the City of Foley including all materials, equipment, machinery, tools, apparatus, and means of transportation (meaning freight costs) necessary to provide these items or services.

1.01 Legal Requirements:

All applicable provisions of Federal, State, County and local laws including all ordinances, rules and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Foley, by and through its officers, employees and authorized representatives. A lack of knowledge by the contractor concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof.

1.02 Sealed Bids:

The specifications and all executed forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the contractor. In the event more than one proposal opening is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the envelope shall be plainly marked identifying the Contractor's license number and opening date and time.** It shall be the sole responsibility of the contractor to assure receipt of bid at the Purchasing Office prior to the published time for the proposal opening. No proposal will be opened that is received after closing time for receipt of proposals, nor will any offers by telephone, fax, or any electronic means be accepted.

1.03 Exceptions to Specifications:

During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that fair consideration is given in evaluating proposals, all exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor and City Council are the final authority in determining the acceptability of any exceptions to specifications.

1.04 Discounts:

Terms offering a discount for prompt payment will be considered in determining the low cost proposal. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Foley or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining the low cost proposal.

1.05 Approved Equivalent or Equals:

Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The contractor may offer any brand for which he is an authorized representative that meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item, supportive information in the form of manufacturer's printed literature or brochures, sketches, diagrams and/or complete specifications must accompany the proposal. The contractor must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Foley reserves the right to determine acceptance of proposed equivalent or equal item.

- 1.06 Proposal Withdrawals:
Proposals may be withdrawn by written request received from contractor prior to the time fixed for opening but no proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days. Negligence on the part of the contractor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- 1.07 Rejection of Proposal:
The City of Foley reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Foley.
If there is any reason for believing that collusion exists among the contractors, any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids or proposals on the same or other work with the City of Foley.
- 1.08 Delivery:
Proposal quotations shall include all freight cost to Foley, Alabama to point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Foley until after receipt of delivery has been acknowledged by an authorized representative of the City of Foley.
- 1.09 Taxes:
The City of Foley, a Municipal Corporation, is a tax exempt entity per Section 40-23-4(11), Code of Alabama 1975. The City of Foley is exempt from all state and local sales taxes. This should **not** be construed to mean that Contractors or suppliers doing business with the City of Foley are exempt from paying tax (General Conditions, Section 1.11 Permits and Taxes).
- 1.10 Licenses, Registration and Certificates:
A City of Foley Business License must be obtained within ten days of project award. Each contractor must provide proof of State required competency certifications whenever applicable to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty Contractor) in the City of Foley.
- 1.11 Permits and Taxes:
The Contractor shall procure all permits, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 1.12 Compliance with Federally Funded Programs:
The successful contractor shall assure the City of compliance with any and all special provisions (if applicable) contained in the contract being proposed. These provisions may include but are not limited to maintaining a Drug-Free Workplace, compliance with Clean Air and Water Laws and Regulations, and compliance with Equal Opportunity and Non-Segregated Facilities guidelines.
- 1.13 Proof of Liability & Worker's Comp Insurance:
If applicable, Proof of Liability and/or Worker's Comp Insurance must be included in the bid packet. If a company is not covered by Worker's Comp Insurance, labor and material charges should be separated on the bid/proposal. This should be done in order for the City to determine the Worker's Comp rate (in accordance with the City's current Worker's Comp fee schedule) that will be deducted from payment to the company performing the work.
- 1.14 Background Check:
The bid award of "Public Works" projects over \$50,000 will be contingent upon the results of a background check of the successful low contractor as stated in Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a low contractor is qualified to do work for the City.

1.15 Disqualification:

The City can disqualify a company based upon the results of a background check or if the company has been prohibited from contracting with another government agency as stated in Ordinance No. 1029-08.

If, in the opinion of The City of Foley, a sealed bids or proposals contains false or misleading statements or references that do not support a function, attribute, capability, or condition as contended by Company, the sealed bid or proposal may be disqualified from further consideration.

1.16 Expenses:

Expenses for developing sealed bids or proposals and addressing information requests herein are solely and entirely the responsibility of Company and shall not be chargeable in any manner to the City of Foley.

1.17 Alabama Immigration Law (Beason-Hammon Alabama Taxpayer and Citizen Protection Act):

Contractor must be in compliance with Alabama's Immigration Law, otherwise known as the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Section 31-13-9, Code of Alabama 1975. If the contractor employs persons in the State of Alabama, the contractor must provide documentation with this bid that they are enrolled in the E-Verify program. Additionally, the contractor should be advised that if they employ persons (anywhere), award of the contract is conditioned on the contractor not knowingly employing, hiring for employment or continuing to employ an unauthorized alien within the State of Alabama. Any awarded contract will contain a provision whereby the contractor promises not to violate federal immigration law.

Any subcontractor who works with the general contractor who has been awarded contracts by the City must be enrolled in E-Verify. It is the responsibility of the general contractor to have a system in place to ensure subcontractors' compliance.

Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

1.18 Local Bid Preference:

The City of Foley has accepted the local bid / proposal preference guidelines established in Act 2015-293 and allows these guidelines to be utilized when appropriate, on a case by case basis. The local preference area has been established per Resolution 15-2369-RES and is defined as the area within the police jurisdiction of the City of Foley. Bid / proposal awards may be made to local vendors in this area if their submission is within 5% of a lower bid / proposal submitted by a vendor outside of this area and a 10% preference is extended if the lower contractor is located outside the state.

1.19 Contractor Tax Credits/Incentives/Rebates:

Should a Contractor seek tax credits, incentives or rebates for energy efficiency programs or any other such program through the Federal or State Government, the Contractor shall inform the City of its intent to apply and shall negotiate terms with the City.

“The City of Foley encourages all vendors to list job openings with Job Services of Alabama.”