Amendment No. 6
to
Contract No. 5600 GA140000105
For
Electronic Plan Review Solution with Maintenance and Support
between
Avolve Software Corporation
and the
City of Austin

1.0 The City hereby exercises this extension option for the above-referenced contract. Effective August 8, 2018. The term for the extension option will be August 8, 2018 to August 7, 2019. No extension options remain.

2.0 The total contract amount is increased by $118,675.00 for this extension option period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/08/2014 – 08/07/2015	$877,723.00	$877,723.00
Amendment No. 1: Change Order 03/23/2015	$5,400.00	$883,123.00
Amendment No. 2: Option 1 08/08/2015 – 08/07/2016	$62,924.64	$946,047.64
Amendment No. 3: Option 2 And to Correct Amendment No 2 total. Change from **$62,924.64** to council authorized amount **$114,925.00** a difference of **$52,000.36** added to the amendment amount. 08/08/2016 – 08/07/2017	$52,000.36 $117,425.00	$1,115,473.00
Amendment No. 4: Option 3 08/08/2017 – 08/07/2018	$118,675.00	$1,234,148.00
Amendment No. 5: Change Order	$256,231.00	$1,490,379.00
Amendment No. 6: Option 08/08/2018 – 08/07/2019	$121,175.00	$1,611,554.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 6/12/18

Printed Name: Jay Mayne
Authorized Representative

Avolve Software Corporation
4835 E Cactus Road Suite 420
Scottsdale, AZ 85254

Sign/Date: 6/13/18

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

jb

Amendment No. 5
of
Contract No. MA 5600 GA140000105
for
Electronic Plan Review Software Solution
between
Avolve Software Corporation
and the
City of Austin

1.0 The City hereby modifies the contract by incorporating the attached Statement of Work, dated December 8, 2017 at a total cost of $256,231.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 08/08/2014 – 08/07/2015	$877,723.00	$877,723.00
Amendment No. 1: Change Order 03/23/2015	$5,400.00	$883,123.00
Amendment No. 2: Option 1 08/08/2015 – 08/07/2016	$62,924.64	$946,047.64
Amendment No. 3: Option 2 and to Correct Amendment No. 2 total. Change from $62,924.64 to council authorized amount $114,925.00. A difference of $52,000.36 added to amendment amount. 08/08/2016 – 08/07/2017	$52,000.36 $117,425.00	$1,115,473.00
Amendment No. 4: Option 3 08/08/2017 – 08/07/2018	$118,675.00	$1,234,148.00
Amendment No. 5: Change Order	$256,231.00	$1,490,379.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Date: 4/21/18

Printed Name: Jay Mayer

Title: CFO

Avolve Software Corporation
4835 E Cactus Road, Suite 420
Scottsdale, AZ 85254

Signature: _____

Date: 5/11/2018

Printed Name: Elisa Folco

Procurement Specialist IV

City of Austin
Purchasing Office
P.O. Box 1088
Austin, TX 78767

Project

City of Austin, TX

ProjectDox® ePlan Solution Proposal

December 8, 2017

a o l e
software

Prepared by your Avolve Software Representative

Paul Neel
Vice President, Sales Operations
4835 East Cactus Road
Suite 420
Scottsdale AZ 85254
www.avolvesoftware.com

Telephone. (480) 526-8785
Email. pneel@avolvesoftware.com

Cycle Ref=201711-1130

December 8, 2017

City of Austin, TX
505 Barton Springs Road
One Texas Center
Austin, TX 78767

ATT: Greg Hand

Hi Greg

This itemization shows all in all pieces including switch of two workflows to Parallel Plan Review. The other two workflows are moved to ProjectFlow. This also reflects upgrade of system to 9.0 and movement of your customizations into 9.0. Fire will be quoted separately.

Paul Neel
Vice President, Sales Operations
4835 East Cactus Road
Suite 420
Scottsdale, AZ 85254

Quote Delivered To

Greg Hand
505 Barton Springs Road
One Texas Center
Austin, TX
78767

Business Systems Analyst Supervisor
gregory.hand@austintexas.gov

City of Austin, TX
(512) 974-2723

Reference Contract #: MA 5600 GA140000105

Date of Quote: 12/08/2017

Quote Valid Until: 03/15/2017

Project Description: Solution Pricing Agreement

PRODUCTS

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Update Workflow License to Parallel Plan Review License	SOFT-WF2PPR	Exchange Workflow License for Parallel Plan Review License	2.00	$20,000.00	$40,000.00
				Products Sub-Total:	$40,000.00

PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Advanced ProjectFlow Integration	PS-PF.AINT	Initial Assurance Services for Advanced integration with ProjectFlow, additional quote may be required after Analysis	1.00	$7,000.00	$7,000.00
Assurance Services	PS-AS	Assurance Services for DSD for items outside of scope	1.00	$10,000.00	$10,000.00
ProService Hourly Rate	PS-225	Implementation and migration of 2 workflows to Parallel Plan Review	1.00	$83,227.00	$83,227.00
ProjectFlow Professional Services Onboarding	PS-PF.ONBRD	Implementation and migration of 2 workflows to ProjectFlow Workflows	2.00	$23,400.00	$46,800.00
ProService Hourly Rate	PS-225	Development Services for Custom EFlow work	1.00	$46,980.00	$46,980.00
				Professional Services Sub-Total:	$194,007.00

TRAINING

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Project Dox New Features	TES-NF.2	The course will review new features and updates to the ProjectDox application, server and services configuration on the back-end, as well, as updates to the administration and features of the ProjectDox Workflow product. The course is an instructor led demonstration/lecture based presentation and is offered only via the web unless purchased with an onsite Course. Skills learned include but are not limited to understanding new features or changes in the server environment, new features related to administrators, as well as end users to allow the team to determine use and leveraging of these new tools.	3.00	$608.00	$1,824.00
Custom Project Flow Training	TES-UCUSPFTRAINPK	Package Includes 1 of each of the following classes with 12 participants in each class. - PA Training (4hrs with focus on Project Flow Administration) - SA Training (4hrs with focus on Project Flow Administration) - CUSWFPRNF (2hrs WF for Plan Reviewers - reviews new features of ProjectDox and layout of ProjectFlow eForm) - CUSWFCORNF (3hrs WF for Coordinators/Techs - reviews new features of ProjectDox and layout of ProjectFlow eForm)	1.00	$6,400.00	$6,400.00
				Training Sub-Total:	$8,224.00

Avolve Software Corporation | 4636 East Cactus Road | Suite 420 | Scottsdale, Arizona 85254

MAINTENANCE

Product Name	Product Code	Description	Qty	Unit Price	Total Price
Additional PF Maint T1 & T2	MAINT-APF T1 T2	Maintenance for Additional ProjectFlow for Tier 1 and Tier 2 Customers	3.00	$2,000.00	$6,000.00
Initial PF Maint T1 & T2	MAINT-IPF T1 T2	Initial ProjectFlow Maintenance for T1 & T 2 Customers	2.00	$4,000.00	$8,000.00
				Maintenance Sub-Total:	$14,000.00

Software, Maintenance and 20% of Services shall be invoiced upon execution of Agreement. Payment for the total amount is due net thirty days (30) from the date of Initial Invoice and shipment of software. Payment via EFT. See notes for details. Travel and Expenses are not included in this total and will be invoiced as incurred.	Grand Total:	$256,231.00

Amendment No. 4
to
Contract No. 5600 GA140000105
For
Electronic Plan Review Solution with Maintenance and Support
between
Avolve Software Corporation
and the
City of Austin

1.0 The City hereby exercises this extension option for the above-referenced contract. Effective August 8, 2017. The term for the extension option will be August 8, 2017 to August 7, 2018. One (1) twelve month extension option remains.

2.0 The total contract amount is increased by $118,675.00 for this extension option period. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/08/2014 – 08/07/2015	$877,723.00	$877,723.00
Amendment No. 1: Change Order 03/23/2015	$5,400.00	$883,123.00
Amendment No. 2: Option 1 08/08/2015 – 08/07/2016	$62,924.64	$946,047.64
Amendment No. 3: Option 2 And to Correct Amendment No. 2 total. Change from **$62,924.64** to council authorized amount **$114,925.00** a difference of **$52,000.36** added to the amendment amount. 08/08/2016 – 08/07/2017	$52,000.36 $117,425.00	$1,115,473.00
Amendment No. 4: Option 3 08/08/2017 – 08/07/2018	$118,675.00	$1,234,148.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Cindy Bernstein 5/11/17

Printed Name: Cindy Bernstein
Authorized Representative

Avolve Software Corporation
4835 E Cactus Road Suite 420
Scottsdale, AZ 85254

Sign/Date: Bartley Tyler 5/12/17

Printed Name: Bartley Tyler
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

jb

Amendment No. 3
of
Contract No. GA140000105
for
Electronic Plan Review Solution with Maintenance and Support
between
Avolve Software Corporation
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 8, 2016 the term for the extension option will be August 8, 2016 to August 7, 2017 and there are two remaining options.

2.0 Correct amendment No. 2 total. Change from **$62,924.64** to council authorized amount **$114,925.00** a difference of **$52,000.36** added to the amendment total.

3.0 The total contract amount is increased by $117,425.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/08/14 – 08/07/15	$877,723.00	$877,723.00
Amendment No. 1: Change Order 03/23/15	$5,400.00	$883,123.00
Amendment No. 2: Option 1 08/08/15 –08/07/16	$62,924.64	$946,047.64
Amendment No. 3: Option 2 And to Correct amendment No. 2 total. Change from **$62,924.64** to council authorized amount **$114,925.00** a difference of **$52,000.36** added to the amendment amount 08/08/16 –08/07/17	$52,000.36 $117,425.00	$1,115,473.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: 7/26/2017

Cindy Bernstein

Printed Name: Cindy Bernstein
Authorized Representative
Vice President, Sales

Signature and Date:

Lineil Goodin-Brown 8/1/16

Lineil Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Avolve Software Corporation
4835 E Cactus Road Suite 420
Scottsdale, AZ 85254

Amendment No. 2
of
Contract No. GA140000105
for
Electronic Plan Review Solution with Maintenance and Support
between
Avolve Software Corporation
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 8, 2015 the term for the extension option will be August 8, 2015 to August 7, 2016 and there are three remaining options.

2.0 The total contract amount is increased by $62,924.64 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/08/14 – 08/07/15	$877,723.00	$877,723.00
Amendmnet No. 1: Change Order 03/23/15	$5,400.00	$883,123.00
Amendment No. 2: Option 1 08/08/15 –08/07/16	$62,924.64	$946,047.64

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: 7/29/2015

Ronald Loback, CEO
Authorized Representative

Signature and Date: 8/6/15

Shawn Harris, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office

Avolve Software Corporation
4835 E Cactus Road Suite 420
Scottsdale, AZ 85254

Amendment No. 1
of
Contract No. MA 5600 GA140000105
for
Electronic Plan Review Software Solution
between
Avolve Software Corporation
and the
City of Austin

1.0 The City hereby modifies the contract by incorporating the attached Change Request Form, dated March 3, 2015 at a total cost of $5,400.00.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 08/08/14 – 08/07/14	$877,723.00	$877,723.00
Amendment No. 1: Change Request Form	$5,400.00	$883,123.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

William Miceli
cn=William Miceli, o=Avolve Software Corp., ou=Professional Services, email=miceli@avolvesoftware.com, c=US
2015.03.19 16:40:28 -07'00'

Printed Name:
Authorized Representative

Avolve Software Corporation

Signature & Date: Shawn M Willett 3/23/15

Printed Name: Shawn M. Willett
Authorized Representative

City of Austin

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: **SMW0120**
ADDENDUM NO. **1**
DATE OF ADDENDUM: **FEBRUARY 27 , 2014**

This addendum is to incorporate the following changes to the solicitation:

A. The sign in sheet from the Pre-Proposal meeting is attached and added as Exhibit 1.

B. Section 0600 has been updated to correct an error in part 4 (B) (2) Functional Requirements. The numbering has been corrected and the description has been corrected to read:

(3) **Functional Requirements Proposed (As per section G above) – 30 points**
- Responses to Functional Requirements included in section 0500,Scope of Work part 5

A new section 0600 showing this change is included as Exhibit 2 and the solicitation package on-line now has the corrected version.

C. Questions and Answers:

1 If a company subcontracts the hosting portion to a local Austin facility would that count towards the local presence score?

RESPONSE: Yes, as long as a subcontractor meets all the requirements for local presence, points would be awarded as per the instructions based on the dollar percentage amount of the subcontracting. Please note that if you are subcontracting any portion of this work you must contact SMBR as per section 0900 as described in the Offer Sheet and which was provided at the pre-proposal meeting. A copy of this form is included here as Exhibit 3.

2 In regards to expectations surrounding performance tuning and management. Are these the same if on site as well as hosted? If on site, are these for the first 90 days or for how long?

RESPONSE: Performance tuning and management is not expected if the proposed solution is vendor hosted. However, we would expect the vendor to include details in their response that specifies expected performance levels and how those levels are monitored and measured. If City hosted, performance tuning and management would be expected during the first 90 days after fully functional go-live for both phases.

3 In regards to training, will the City be doing a "train the trainer" approach? How many people will the Vendor be expected to train?

RESPONSE: During each project phase, 10-20 "power users" from each department should receive the first and most comprehensive training. In addition, all review staff should receive an overview/introductory training session. We anticipate no more than 3 introduction sessions per project phase, with approximately 20-35 attendees per session.

4 The RFP states that vendor will be required to adhere to the City's retention policy surrounding documents. Can you please share that policy?

RESPONSE: Once a project/case is complete, documents should be stored in a permanent repository (such as EDIMS), and the "working" files could be purged from the EPR system.

5 In the Hosted offering , does the City expect a perpetual or a subscription license? Should vendor include pricing both options?

RESPONSE: Vendors should provide pricing for both options.

6 The RFP mentions integration to the banking/pay system. Is this a requirement, or is it just that payment of fees should be validated by the eplan system?

RESPONSE: Refer to Functional Requirements 5.5, 5.6, 5.7, and 5.8 (all out of scope). The City is currently implementing AMANDA Portal II with integration to payment processor (Chase) for credit card payments. Fees are calculated and tracked within AMANDA.

7 Did the City of Austin create its own RFP for this project or were the services of an outside consultant procured?

RESPONSE: The City of Austin created the RFP.

8 Has the City designated funding for this project in the current year's budget?

RESPONSE: Yes

9 What is the budget for this project?

RESPONSE: We anticipate the budget for this project to be between $400,000 - $600,000 including any necessary hardware however this amount is subject to change.

10 In 2006 CSDC began implementing AMANDA across several departments in the City of Austin. In 2008 CSDC (AMANDA) awarded Austin, Texas with its innovations award for using Amanda. In 2011 Austin entered into a contract with CSDC to assess implementations agency-wide. In 2013 Austin implemented AMANDA JEMS for the court system. Currently, Austin is implementing AMANDA's Portal II. Has the City of Austin investigated the use of AMANDA's Electronic Plan Review solution?

RESPONSE: Yes

11 Has the City of Austin received any onsite or Internet demos or presentations of any other Electronic Plan Review systems? Has the City of Austin conducted a pilot or proof-of-concept of any other electronic plan review solution?

RESPONSE: Yes, the City has investigated solutions in use by other cities as well as researched options available through existing contracts. The City has conducted a small scale pilot with desktop markup only; a full solution has not been piloted.

12 In the RFP, Austin defines some features as out-of-scope. (Section 5.23 and 5.24 for example) Will City of Austin award additional points to a vendor who can provide the out-of-scope solutions defined in the RFP?

RESPONSE: No additional points are specifically awarded based on out-of-scope requirements. We included our entire process to provide vendors with a complete operational context and purposely left it open for potential innovative solutions. Points are awarded based on a solution that best satisfies our functional needs as per the evaluation criteria included in section 0600.

13 The RFP says the EPRS "must" be implemented in two phases. Why does Austin ask for a phased approach?

RESPONSE: The City prefers a phased approach in order to manage the scale and rate of change. Each phase impacts multiple business units.

14 Will the city accept IBM BUS for integration?

RESPONSE: The City can make its IBM BUS available for integration as needed for the awarded solution.

15 Is the city comfortable with an Agile project plan?

RESPONSE: Yes.

16 During the acceptance phase, who sets the benchmark, the city or the vendor?

RESPONSE: Vendors should propose service levels to be tested and accepted as part of the solution.

17 Does the city have any scheduled software upgrades or maintenance for the current software?

RESPONSE: The City is in the planning stages of migrating existing users to AMANDA v6 (browser based client).

18 Is concurrency a requirement for the project?

RESPONSE: Reviewers should be able to simultaneously conduct markups on the same file, as dictated by workflow business rules.

19 Will plan checkers have or need a tab to upload documents?

RESPONSE: If the application has the ability to manage document uploads, then it should be noted in the response.

20 What specifically in document management does the city need/want?

RESPONSE: Version, access, and location control for working files.

21 In section 5.1.6, is the plan to work with CAD files in their native format?

RESPONSE: CAD and PDF are provided only as examples of industry standards. The City does not plan to use a CAD application to manipulate and markup the files. However, we do require submission of CAD files for site and subdivision plans in order to import elements into GIS.

22 Is there a local ordinance or laws in relation to sealed documents?

RESPONSE: Per Texas State Board of Engineering requirements, submittals must include a seal, physical signature and date on each plan sheet. The seal/signature/date can be a scanned image.

23 Is there a need for reassignment or to load multiple views of the documents?

RESPONSE: The EPR system should have the capability to manage the working files. Vendors should describe how or if their solution provides for a seamless view of a plan feature or element that may span several pages.

24 How will the city review, can they be viewed remotely or is in person the requirement?

RESPONSE: A majority of Reviewers are City staff that conduct reviews in the office. Some Reviewers may also make site visits. Some plans may also be reviewed by Travis County and other agencies.

25 Would the city consider allowing the go live to be done electronically or remotely by the vendor?

RESPONSE: Yes, although onsite technical support is preferred.

26 Is there any extra consideration or weight given to responses for the commercial developer section versus residential developer section in the RFP evaluations?

RESPONSE: No. The proposed and selected solution should accommodate all plan review business areas.

27 Has the city purchased any other markup tools for the plan review process?

RESPONSE: The City has conducted a small pilot with markups using Bluebeam for the sole purpose of fully defining the desired scope of the RFP.

28 Is there a target go live date for the new software?

RESPONSE: No

29 Is three months considered too aggressive for a potential go live date?

RESPONSE: There is a high amount of interest in implementing a solution in a timely manner. However, proposed schedules will need to be reviewed for impact and availability of resources before a three month target could be confirmed.

30 What is the anticipated number of users that will use markup?

RESPONSE: Approximately 200 markup users for Phase 1 and Phase 2.

31 What are the acceptable file formats for submittal packages on the portal for E-plan review?

RESPONSE: A standard has not been established.

32 Section 1.1 – What is meant by EPRS would manage version control or as an integrated component of EDIMS? What is your preference as the interface will need to be created with Open text if that is your preference?

RESPONSE: Vendors should recommend the solution they feel best meets the functional specifications provided. An anticipated viable solution for Phase 1 and Phase 2 is that "working" documents are managed (with version control) within EPRS and documents are stored in EDIMS for record retention and retrieval by the case management system.

33 Section 2.2 – Business goal is to reduce the use for ARC GIS maps in favor of web maps, is this in scope for this RFP?

RESPONSE: Section 2.2 is provided for context only and does not define scope for the project.

34 Section 5.13 – Is integration with EDIMS out of scope for this RFP?

RESPONSE: No, it is not out of scope.

35 How many concurrent reviewers, people that actually mark up drawings, will Austin have at the end of 2014, 2015, and 2016 respectively? This includes onsite, offsite, and contracted resources.

RESPONSE: The City anticipates approximately 200 users with markup capability during Phase 1 and Phase 2 of implementation. However, the City-wide need for this functionality could expand to approximately 400 in 2015 (including 100 external non-City employee users) and 500 in 2016 (including 200 external non-City users). This does not include numbers for potential "read-only" users.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: *Shawn M. Willett*

Shawn M. Willett, Senior Business Process Consultant
Purchasing Office, 512-974-2554

AFFIRMED BY:

_____ _____ _____

SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL RESPONSE OR PRIOR TO RESPONSE CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: **SMW0120**
ADDENDUM NO. **2**
DATE OF ADDENDUM: **MARCH 11, 2014**

This addendum is to incorporate the following changes to the solicitation:

A. The Proposal due date and time are hereby changed to the following:

PROPOSAL DUE PRIOR TO: 3:00 PM on March 27, 2014

PROPOSAL CLOSING TIME AND DATE: 3:00 PM on March 27, 2014

B. The phone number for the authorized contact person for this solicitation, Shawn Willett has changed and is now (512) 974-2274. All other contact information remains unchanged. The complete contact information is:

Ms. Shawn M. Willett
Shawn.Willett@austintexas.gov
Fax (512) 974-2388
Phone (512) 974-2274

C. Questions and Answers:

1 Regarding Section 5.1 – Are you going to have a piece of the AMANDA system exposed outside for someone to log in and submit documents?

RESPONSE: Please refer to 2.2 Web Portal - "The City is currently upgrading to AMANDA Portal II and is planning to expand functionality online, including the ability to apply for permits and pay for services via credit card." The ability for external users to login and submit documents as attachments exists today via AMANDA Portal I.

2 For the items marked out of scope, why are they marked required? Is this something you are looking to expand later on in the future?

RESPONSE: Assuming the question refers to section 5.0, refer to the "Required Response" for each function: Some functions require a response (in scope), some are provided for context only (out of scope), and some are provided for context, but vendors may respond if relevant to the proposed solution (out of scope). The entire collection of specifications in section 5.0 represent a technology

agnostic desired "future state" for the business department. Some out-of-scope functionality is already met through the existing case management system platform (AMANDA).

3 What services or other APIs does AMANDA offer?

RESPONSE: AMANDA supports SOAP based web services which are end-to-end secured with encryption using the WS-Security standards hence client application needs to implement similar setup for consuming the web services. AMANDA exposes two web services:

- Security service exposes various methods for back office and public portal authentication, as well as session validation which need to be used for the transactional web services.
- Web-Service exposes several methods to do transactions in AMANDA. The services are used for retrieving data from the AMANDA system, adding records in to AMANDA system, finding any particular type of information in the AMANDA system, and modifying existing records in AMANDA system. Session information must be passed in the SOAP header.

4 Can you explain how you are expecting to receive documents for review? Will they be coming through the AMANDA system or a web based portal based on the vendor you choose?

RESPONSE: Vendors should recommend the solution they feel best meets the functional specifications provided.

5 Is there a requirement to provide for real time concurrent plan review and if so can you better define concurrency? For example: editing the same plan sheet from the same plan set at the same time by two different reviewers or two reviewers working on the same plan set but not reviewing the same sheet at the same time.

RESPONSE: Reviewers must be able to simultaneously (concurrently) conduct markups on the same project, file and/or plan sheet; however, these concurrent reviews must be constrained based on workflow business rules configured as part of the group review queue. Ideally, Reviewers could also see other concurrent Reviewer markups in real-time.

6 Do plan checkers need to have the ability to review multiple plan sets (unrelated projects) at the same time?

RESPONSE: Reviewers often need to view and compare projects. For example, we may need to compare the preliminary plan against the final plat against the construction plans, or adjacent concurrent site plans.

7 Do any of the CoA permit reviewers have standard comments, checklist libraries or correction forms that can be made available to RFP respondents?

RESPONSE: Please see Exhibit 4 attached here which is a sample of a publicly available Master Report that includes comments from many disciplines, some of which are standard comments from a library.

8 Can CoA provide a prototype plan set that can be used to demonstrate functionality and features?

RESPONSE: If the City elects to bring the top scoring Vendors in to conduct demonstrations, those vendors would be provided the same prototype plan set at that time.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett .
Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

AFFIRMED BY:

_____ . _____ . _____ .
SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL RESPONSE OR PRIOR TO RESPONSE CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: **SMW0120**
ADDENDUM NO. **3**
DATE OF ADDENDUM: **MARCH 13, 2014**

This addendum is to incorporate the following changes to the solicitation:

A. The Exhibit 4 referenced in Addenda 2 is attached here which is a sample of a publicly available Master Report that includes comments from many disciplines, some of which are standard comments from a library.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #3 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett .
Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

AFFIRMED BY:

_____ . _____ . _____ .
SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL RESPONSE OR PRIOR TO RESPONSE CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

EXHIBIT 4

CITY OF AUSTIN – PLANNING AND DEVELOPMENT REVIEW DEPARTMENT
SITE PLAN APPLICATION – MASTER COMMENT REPORT

CASE NUMBER: **SP-2013-0422C**
REVISION #: **00** UPDATE: **U0**
CASE MANAGER: **Donna Galati** PHONE #: **512-974-2733**

PROJECT NAME: **Westgate & Davis Lane**
LOCATION: **3015 DAVIS LN**

SUBMITTAL DATE: **November 27, 2013**
REPORT DUE DATE: **December 26, 2013**
FINAL REPORT DATE: **December 30, 2013**
4 DAYS HAVE BEEN ADDED TO THE UPDATE DEADLINE

STAFF REPORT:
This report includes all staff comments received to date concerning your most recent site plan submittal. The comments may include requirements, recommendations, or information. The requirements in this report must be addressed by an updated site plan submittal.

The site plan will be approved when all requirements from each review discipline have been addressed. However, until this happens, your site plan is considered disapproved. Additional comments may be generated as a result of information or design changes provided in your update.

If you have any questions, problems, concerns, or if you require additional information about this report, please do not hesitate to contact your case manager at the phone number listed above or by writing to the City of Austin, Planning and Development Review Department, P.O. Box 1088, Austin, Texas 78704.

UPDATE DEADLINE (LDC 25-5-113):
It is the responsibility of the applicant or his/her agent to update this site plan application. **The final update to clear all comments must be submitted by the update deadline, which is May 8, 2014.** Otherwise, the application will automatically be denied. If this date falls on a weekend or City of Austin holiday, the next City of Austin workday will be the deadline.

EXTENSION OF UPDATE DEADLINE (LDC 25-1-88):
You may request an extension to the update deadline by submitting a written justification to your case manager on or before the update deadline. Extensions may be granted for good cause at the Director's discretion.

UPDATE SUBMITTALS:
A formal update submittal is required. You must make an appointment with the Intake Staff (974-2689) to submit the update. Please bring a copy of this report with you upon submittal to Intake.

Please submit 9 copies of the plans and 10 copies of a letter that address each comment for distribution to the following reviewers. Clearly label information or packets with the reviewer's name that are intended for specific reviewers. **No distribution is required for the Planner 1 and only the letter is required for Austin Water Utility.**

REVIEWERS:
Planner 1 : Elsa Garza
Electric : David Lambert
Drainage Construction : Jay Baker
Heritage Tree Review : Keith Mars
Environmental : James Dymkowski
Fire For Site Plan : James Reeves
PARD / Planning & Design : Marilyn Shashoua
Parklands : Regina Ramos
Site Plan : Donna Galati
Transportation : Caleb Gutshall
Water Quality : Jay Baker
Austin Water Utility : Neil Kepple

Site Plan Review - Donna Galati - 512-974-2733

SUBCHAPTER E

SP 1. Include the following note on the site plan page: "All exterior lighting will be full cut-off or fully shielded in compliance with Subchapter E 2.5 and will be reviewed during building plan review. Any change or substitution of lamp/light fixtures shall be submitted to the Director for approval in accordance with Section 2.5.2.E." Also include Figure 42 from Section 2.5.

OPEN SPACE

SP 2. Because this site is over 2 acres, and has 10 or more units, compliance with Subchapter E section 2.7: Private Common Open Space and Pedestrian Amenities is required.

SP 3. All development subject to Section 2.7 of Subchapter E shall devote a minimum of 5% gross site area to one or more of the following types of private common open space or pedestrian amenities:

1) Natural, undeveloped private common open space, for use of residents, employees, and visitors 2) Landscape area beyond minimum landscape requirements, meeting specified standards , 3) A plaza with outdoor seating areas, provided it has a minimum depth and width of 20 feet and minimum total area of 650 sq. ft, with pedestrian amenities as described in 2.7., 4) A play area with amenities or equipment suitable for children under 9 years of age, subject to details described in section 2.7; 5) Spaces that provide educational, historic, or cultural features, or sensory experiences as described in 2.7, 6) Swimming pools, wading pools, or splash pads, 7) Water quality and storm detention ponds designed as an amenity and approved by the Director, 8) A multi-use trail proposed in the COA Trails Master Plan, Austin Parks and Rec Long-Range Plan, Sidewalk Master Plan, or Bicycle Plan, 9) Basketball, tennis, volleyball, or other sport courts or play fields, 10) A combination of above

The following not counted for open space/pedestrian amenity:1) Open space in a required street yard, 2) Public/private streets or ROW, 3) Off-street parking, loading, driveway, or service areas, 4) Water quality/stormwater detention ponds ,

SP 4. Area shall meet specified location and design criteria (Subchapter E, 2.7.D). Show the open space area and demonstrate on the site plan how it is an amenity for residents and guests. An area of non-development does not meet the requirement for a *designed* amenity.

ZONING

SP 5. For zoning compliance, show the total impervious cover for the site in square footage as well as percentage.

SP 6. Label the use in the Site Calculation Table as Condominium Residential.

SP 7. Show foundation type of each building on the site plan sheet.

SP 8. Show the height (in stories and feet) of all existing and proposed buildings. The maximum height shall not exceed 35 feet in a SF-6-CO zoning district. Refer to Sec. 25-1-21 (46) for measurement of height. Also show the maximum elevation of the building in feet above sea level.

SP 9. Show the gross floor area of each building and the total square footage of all buildings on the site. Gross floor area is the total enclosed area of all floors in a building with a clear height of more than six feet. Parking facilities, driveways and airspace above the atria ground floor are excluded.

SP 10. Show the floor-to-area ratio (F.A.R.) for the site plan. Floor-area ratio is the gross floor area of all buildings on the site divided by the gross site area.

CONDO NOTES

SP 11. For Condominiums, all buildings must have an address with unit number approved through addressing prior to Site Plan approval and release.

SP 12. A Plan type for each unit must be shown, along with a dimensional plot plan, for each unit.

SP 13. Please add a floor area data table, showing square footage breakdown (1st floor, 2nd floor, garage area, covered porch, patio, etc) for each unit.

SP 14. Show the number of bedrooms per unit.

COMPATIBILITY

SP 15. Show and/or provide landscaping or screening along the South and East property lines in accordance with the Screening Requirements (Section 25-2-1006 and ECM 2.9.1.)

SP 16. For parking facilities of more than 10 spaces in a residential district adjoining or abutting property in another residential district, provide a wall or fence or landscape screen not less than six feet in height along the length of the common boundary of the parking facility which is adequate to screen the residential district from visibility of car lights and vehicular storage and movement [Section 25-6-563(B)].

SP 17. Show on the site plan that yards, fences, vegetative screening or berms shall be provided to screen adjacent SF-5 or more restrictive residential districts from views of off-street parking areas, mechanical equipment, storage areas for refuse collection. [Section 25-2-1066].

SP 18. Show building elevations, indicating architectural elements (i.e., windows, doors, exterior materials, building heights or other design elements) which will demonstrate that the proposed building(s) will be sympathetic to structures on adjoining properties. [Section 25-2-1065(A)].

SP 19. Show site cross sections noting the height in relation to the property lines of the existing and proposed structures. Show the common property lines on the cross sections. (Section 25-2-1063).

SP 20. The scale and clustering of the proposed > structures shall comply with compatibility standards to create a human scale appropriate to SF-5 or more restrictive land uses. (Section 25-2-1065).

ADMINISTRATIVE

SP 21. After March 1, 2014, a new tax certificate will be required showing all taxes paid.

SP 22. Include a contact phone number with the owner on the cover sheet.

SP 23. Water, Fire, and Industrial Waste must sign the cover sheet prior to site plan approval.

SP 24. The site plan name given with the application is Westgate & Davis Lane, but this does not match the name on the cover sheet and in the margin of each sheet (West Gate Homes). These must match. Either change the name on the application, or the name on the site plan pages.

SP 25. Show the address on the site plan and in the margin of each sheet as 3015 Davis Lane, the address approved by the addressing dept.

SP 26. Show the submittal date on the cover sheet as 11/05/13.

SP 27. Have you shown all existing and future dedicated easements, including joint access, drainage, conservation, utility, communication, etc? Indicate volume and page or document number, or dedication by plat. All buildings, fences, landscaping, patios, flatwork and other uses or obstructions of a drainage easement are prohibited, unless expressly permitted by a license agreement approved by the City of Austin authorizing use of the easement.

SP 28. Please indicate the case number in the lower right margin of each sheet as SP-2013-0422C.

SP 29. FLASH DRIVE REQUIREMENT
All applications submitted for completeness check after 5/10/10 for Administrative Site Plan Revision, Consolidated Site Plan, Non-Consolidated Site Plan, CIP Streets and Drainage, Major Drainage/Regional Detention, and Subdivision Construction Plans will require the additional items listed in Exhibit VII of the application packet on a USB flash drive prior to release of permit. The flash drive must be taken directly to the Intake Dept by the applicant after site plan approval. For more information, contact the Intake Staff.

SP 30. If any vertical improvements are planned for the Right-of-Way, such as trees, furniture, or irrigation, a license agreement is required. Please contact Andy Halm with ROW Management Division at 974-7185. Please begin this process as soon as possible, as it can take some time.

SP 31. Provide documentation that parkland fees were paid with the subdivision or contact this reviewer regarding payment of fees of $650/unit. Contact the PARD reviewer for an estimate worksheet and approval; this must be paid through the Fiscal Surety Officer. Add a note showing parkland fees have been paid for <> units.

Water Quality Review - Jay Baker - 512-974-2636

Release of this application does not constitute a verification of all data, information, and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not the application is reviewed for code compliance by city engineers.

ORIGINAL COMMENTS:
FORMAL UPDATE REQUESTED

Please provide a comment response letter with the update addressing each of the following comments. All engineering representations must be signed by the responsible engineer. Additional comments may be issued as additional information is received.

ENGINEERING REPORT

WQ 1. Enhance the report to be more specific about how water quality is to be provided for this site, and how the system will meet the BSZ standards.

IPM

WQ 2. The City of Austin now has an online process for IPM submittals. Please submit online at:

http://www.ci.austin.tx.us/growgreen/ipmapp.cfm

Once the IPM has been submitted online, a IPM restrictive covenant should be recorded to tie the document to the property. Please contact this reviewer for the standard restrictive covenant. If the standard document is used, it does not need to be reviewed by Legal staff. This comment will be cleared when the copy of the recorded restrictive covenant is provided.

LANDFILL

WQ 3. This site may be over landfill. Please provide compliance with § 25-1-83. All commercial and multi-family applications for subdivision, site plan, and building permit on tracts greater than one acre or on tracts one acre or less, but within an abandoned landfill buffer as shown on the City of Austin closed landfill map will be required to provide a:

- City of Austin Certification of Compliance Form,
- Certificate sealed by a Professional Engineer certifying the site is not over a closed landfill and describing the basis for that determination, or;
- Development permit from the TCEQ, or;
- Letter from TCEQ stating that the project is not subject to the requirements of TAC Ch. 330, Subchapter T.

Please go to the following link for more information and the form to complete for the landfill.

http://www.austintexas.gov/department/development-over-closed-landfills

WATER QUALITY PLANS

WQ 4. . Provide stenciled sign for all the storm sewer inlets as required by Section 1.6.9.1A of the Environmental Criteria Manual.

WQ 5. Provide IPM plan as required by Section 1.6.9F of the Environmental Criteria Manual.

WQ 6.. Provide Barton Spring Zone site plan approval block as required by Section 1.2.3.1A7 of the Environmental Criteria Manual.

WQ 7. Post fiscal Security for the water quality control as required by Section 1.2.3.1E of the Environmental Criteria Manual.

WQ 8. Provide a maintenance plan as required by Section 25-8-233B1 of the Land Development Code. The maintenance plan shall contain the following information. This document shall be written in a manner that even non-technical personnel shall be able to understand.

1. A narrative on how overall the water quality facility shall function. This shall include the flow path of the stormwater being processed through each component of the water quality control.
2. A listing of the material, which is likely to need to be replaced (if necessary). On the list, please also provide the necessary information to obtain replacement part for the material on the list. At the time of final acceptance, the maintenance plan must be updated to include the items as shown under Section 1.6.7D4 of the Environmental Criteria Manual.
3. A maintenance schedule for the water quality facility including maintenance schedule of the components of the system.

WQ 9.. Provide the following as required by Section 25-8-233B1 of the land Development Code.

a) An Application for the Operating Permit to Mr. Craig Carson. An Operating Permit number will be assigned to this project. Please place such Operating Permit Number on the Barton Springs Zone sign-off block as required by 1.2.3.1A7 of the Environmental Criteria Manual.
b) Three extra half-size copies of the approved site plan. (Submit at the time of permit issuing with the rest of the required copies).

WQ 10. Change the sequence of construction to resemble format below

Sequence of Construction:

1.Assign an environmental project manager who will be onsite greater than 90% of the time during construction activity and be responsible for the items listed under Section 1.2.3.3 of the Environmental Criteria Manual.
2. Install erosion controls and tree protection per approved plans.
3. The Environmental Project Manager must contact the Watershed Protection Department to schedule and hold pre-construction conference on site.
4. Erosion controls will be revised, if needed to comply with inspectors' directives, and revised construction schedule relative to the water quality plan requirements and the erosion plan.
5. Rough cut all required or necessary ponds. Either the permanent outlet structure or a temporary outlet must be constructed prior to development of any embankment or excavation that leads to ponding conditions. The outlet system must consist of a low-level outlet and an emergency overflow meeting the requirements of the Drainage Criteria Manual (Section 8.3) and/or the Environmental Criteria Manual (Section 1.4.2.K) as required. The outlet system shall be protected from erosion and shall be maintained throughout the course of construction until final restoration is achieved.

6. Temporary control to be inspected and maintained weekly and prior to anticipated rainfall events and after rainfall events, as needed.
7. Environmental Project Manager will schedule a mid-construction conference to coordinate changes in the construction schedule and evaluate effective ness of the erosion control plan after possible construction alterations to the site. Participants shall include the City inspector, Project Engineer, General Contractor and Environmental Project Manager. The anticipated completion date and final construction sequence and inspection schedule will be coordinated with the appropriate City Inspector. A mid construction conference is required for each phase, if phasing is proposed, with the Watershed Protection Department Staff, which will be coordinated based upon completion of buildings, drainage facilities, water quality controls and temporary erosion controls by phase.
8. …(Insert site specific construction items here)
   Last item. Complete and clean out permanent erosion control, filter media will be installed prior to /concurrently with rev-vegetation o site. Re-vegetate disturbed areas including removal of temporary erosion /sedimentation controls and tree protection. Restore any areas disturbed during removal of erosion/sedimentation controls.

WQ 11. Provide education plan as required by Section 1.6.9.2F of the Environmental Criteria Manual. The program must address recycling of batteries, motor oil and proper vehicle maintenance techniques in addition to the implementation of the IPM plan.

WQ 12. Include a water quality pond drainage area in the plan set with impervious cover assumptions for confirmation with the R table.

WQ 13. The flow rate for the pumps should be designed for a draw down tome of 30 hours if this is a single zone system.

WQ 14. Why is the irrigation area not located closer to the pond, to allow for recycling of water if the system has issues?

WQ 15. It is not clear how the splitter is conveying flows to the water quality pond. R table calculations cannot be confirmed until the splitter arrangement is confirmed.

WQ 16. A quick check of the R table calcs indicates that sufficient freeboard is not provided in the water quality pond. Please review and confirm.

WQ 17. Please contact me to schedule a meeting to go over the water quality plan and comments prior to submitting the next update.

Heritage Tree Review - Keith Mars - 512-974-2755

HT1 Indicate heritage trees with an “H” on the tree list.

HT2 Hatch the two heritage trees on the plan sheets.

HT3 Trenching for the irrigation field will impact the critical root zone of tree 83. The detail shows at least 18” of cover for the irrigation line. For critical root zone compliance, no impacts are allowed in the ¼ critical, cut/fill to 4” is allowed in the ½ critical, and 50% of the overall critical must be preserved.

HT4 Please consider replacing Pampass Grass with a non-invasive alternative. Pampass Grass is recognized as a non-native, invasive species.
http://www.texasinvasives.org/plant_database/detail.php?symbol=COSE4

Environmental Review - Jim Dymkowski - 512-974-2707

Please be advised that additional comments may be generated as update information is reviewed. If an update has been rejected, reviewers are not able to clear comments based on phone calls, emails, or meetings, but must receive formal updates in order to confirm positive plan set changes.

EV 1 Submit an environmental assessment performed and documented by a qualified environmental professional as per LDC 25-8-121. Please do not provide Phase 1 environmental assessments as they do not meet the requirements specified in the LDC. If the applicant would like an exemption from the Environmental Assessment requirement, please consult with Scott Hiers at 974-1916 (south of the river). Additional comments may be generated about the project's location over or not over the recharge zone after this has been received by Mr. Hiers.

EV 2 This comment pending confirmation from Environmental Resource Management (ERM) that the Environmental Assessment is accurate and meets the requirements of the ECM and LDC. [LDC 25-8-121 through124, ECM 1.3.0.]

EV 3 Add the following note to the general notes sheet:
"Special Construction Techniques ECM 3.5.4(D)
Prior to excavation within tree driplines or the removal of trees adjacent to other trees that are to remain, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize root damage.

In critical root zone areas that cannot be protected during construction with fencing and where heavy vehicular traffic is anticipated, cover those areas with a minimum of 12 inches of organic mulch to minimize soil compaction. In areas with high soil plasticity Geotextile fabric, per standard specification 620S should be placed under the mulch to prevent excessive mixing of the soil and mulch. Additionally, material such as plywood and metal sheets could be required by the City Arborist to minimize root impacts from heavy equipment. Once the project is completed, all materials should be removed, and the mulch should be reduced to a depth of 3 inches.

Perform all grading within critical root zone areas by hand or with small equipment to minimize root damage.

Water all trees most heavily impacted by construction activities deeply once a week during periods of hot, dry weather. Spray tree crowns with water periodically to reduce dust accumulation on the leaves.

When installing concrete adjacent to the root zone of a tree, use a plastic vapor barrier behind the concrete to prohibit leaching of lime into the soil."

EV 4 It appears that there may be some cut greater than 4 feet within the proposed pond. Please confirm the max cut depth of the pond. Additional comments on a possible administrative variance for the pond cut may be generated.

EV 5 Show the location of the concrete washout area on the ESC sheet.

EV 6 Add a note to all ESC sheets stating:
"If disturbed area is not to be worked on for more than 14 days, disturbed area needs to be stabilized by revegetation, mulch, tarp or revegetation matting. [ECM 1.4.4.B.3, Section 5, I.]

Environmental Inspector has the authority to add and/or modify erosion/sedimentation controls on site to keep project in-compliance with the City of Austin Rules and Regulations. [LDC 25-8-183]

Contractor shall utilize dust control measures during site construction such as irrigation trucks and mulching as per ECM 1.4.5(A), or as directed by the Environmental Inspector.

The contractor will clean up spoils that migrate onto the roads a minimum of once daily. [ECM 1.4.4.D.4]"

EV 0 Provide inlet protection for inlets and clearly indicate it on the ESC plan. Also remember to update the ESC fiscal to include inlet protection and provide details for review. Accepted details need to be shown in plan set. Please note that COA detail 628S-2 is no longer accepted. [ECM 1.4.5.P]

EV 7 Show all off-site utility lines and provide ESC. [ECM 1.4.2.B]

EV 8 Revise the LOC to include all proposed construction including the sidewalk in the ROW and utility connections.

EV 9 Please show all proposed utilities on the E&S tree protection sheet to go along with all other site construction i.e. proposed grades for review.

EV 10 Show the location of all SOS re-irrigation lines to go along with the tree protection in the re-irrigation area on the E&S tree protection sheet.

EV 11 Please revise the tree survey table to note the following: (1) heritage trees must be indicated with an 'H' on the tree survey list; (2) multi-trunk trees must be indicated with an 'M' on the tree survey list; (3) indicate on the tree survey list which trees are ROW trees; (4) indicate the date the tree survey was conducted on the ESC / tree protection sheet. [ECM 3.3.2.A, ECM 3.3.0]

EV 12 Erosion / sedimentation control cannot be located within tree protection fence or the half critical root zone of preserve trees. Shift ESC so that it is located beyond the tree protection fence and the half critical root zone.

EV 13 The proposed sidewalk along Davis Ln. appears to impact numerous trees. For those trees in the ROW the PARD reviewer will make comments. If the side walk is to impact any on-site trees then grading will need to be looked at as there should be no grade impacts within the half critical rot zone of on-site preserved trees. Based on your response additional comments may be generated.

EV 14 Provide a fiscal estimate for erosion/sedimentation controls and revegetation based on Appendix S-1 of the Environmental Criteria Manual. For sites with a limit of construction greater than one acre, the fiscal estimate must include a $3000 per acre of LOC clean-up fee. The approved amount must be posted with the City prior to permit/site plan approval. [LDC 25-7-65, ECM 1.2.1, ECM Appendix S-1]

EV 15 Payment of the landscape inspection fee is required prior to permit/site plan approval. Payment of the fee is made through Intake. [To calculate the fee for this site, use the area that lies within the LOC.] Upon payment, please forward a copy of the receipt to the environmental reviewer. The fee for this site is $650.

EV 16 Please show all proposed work on the landscape plans as is shown on the civil site plans. Currently the ponds are not shown and it appears that some of the plantings and trails on the landscape plan may interfere with the site work. Additional comments may be generated.

EV 17 Add the following notes to the landscape plan:
"If establishing vegetation during any stage of a drought, Section 6-4-30 may require a variance. Contact Austin Water Conservation staff at waterusecompvar@austintexas.gov or call (512) 974-2199.

EV 18 Please demonstrate compliance with Ordinance 20101216-097 (irrigation requirements for commercial landscapes). Some of the areas shown as areas to remain undisturbed have site work proposed in them that are not currently shown on the landscape plans. Please revise as needed to comply.

EV 19 For all planting details, please be sure that the receiving holes are at least 3X the size of the root ball proposed as shown in ECM Figure 3-14.

EV 20 Specify a minimum of 3 inches of organic mulch for the planting details and landscape notes. [ECM 2.4.5(A)]

EV 21 Please provide a mitigation plan with tree mitigation provided (at minimum) at the following rates:
19 inches and greater, ECM Appendix F trees: 100%
8 to 18.9 inches, ECM Appendix F trees: 50%
19 inches and greater, all other trees: 50%
8 to 18.9 inches, all other trees: 25%

EV 22 Only trees shown in ECM Appendix F can be used for mitigation purposes. [ECM Appendix F]

EV 23 Seventy-five percent of the total caliper inches of replacement trees required must be represented by significant shade trees located in Appendix F. The remaining 25% of total caliper inches may be represented by a mixture of Appendix F tree species. All trees selected must be suitable for the environment of the immediate planting site (see Appendix F for specific categorization such as tree, soil, site, or regulatory qualities). [ECM 3.5.4.A.4.]

EV 24 For urban forest accounting purposes, please provide the following information on the plan after all landscaping and/or tree-related comments are cleared:
1. Total Appendix F tree inches surveyed;
2. Total Appendix F tree inches removed;

3. Total Non-Appendix F tree inches removed;
4. Total Invasive tree inches removed; and
5. Total mitigation inches planted on site.
[ECM 3.5.4]

EV 25 Streetyard trees must be provided for the Westgate side of the project. Please revise the landscape calculations as needed.

EV 26 Show on the plan graphic delineation of the streetyard area for all three side of the legal lot that are adjacent to public ROW. [LDC Section 25-2-1003, ECM 2.4.1]

EV 27 Water quality / detention ponds must be screened from the ROW. Please provide a buffer between the ponds and Kentish Drive. [LDC 25-2-1006]

EV 28 The proposed commercial / MF project must be screened from adjacent residential properties. [LDC 25-2-1006] *EV reviewer to work with site plan reviewer on this*

EV 29 Please revise the planting legend to assure all new trees to be planted shall be at least six feet height and 1 1/2 caliper inch. Graphically distinguish between required landscape trees and mitigation trees. [ECM 2.4.1(D)]

EV 30 Please revise the proposed landscaping to allow and berms or plantings to avoid the half critical root zone of preserved trees.

Fire For Site Plan Review - James Reeves - 512-974-0193

UPDATE 0
REJECTED

1. Access roadways must have a minimum of 25 feet unobstructed width. The fire lane may be reduced to less than 25 ft only in the areas where parking is provided.

2. Verify with a note on the site plan that buildings built less that 10 ft apart will have enhanced construction features in accordance with the International Residential Code, as amended.

3. Provide hydrant flow test to verify that adequate fire flow is available. Hydrant flow tests may be requested at 974-0197.

Flood Plain Review – David Marques – 512-974-3389

No comments

Industrial Waste Review - John McCulloch - 512-972-1060

Approved

IW1. This project is proposing only residential facilities. No source of industrial waste is present, not even a pool. No further review is required as long as no changes are made to the plan that would alter the residential quality of wastewater.

Mapping Review - Richard Sigmon - 512-974-2288

Cleared

PARD / Planning & Design Review - Marilyn Shashoua - 512-974-9372

UPDATE 0:

PR1: The parkland dedication fee of $650/dwelling unit is required [25-1-601] and must be paid prior to site plan approval [25-1-605(C)]. When ready to make payment, please contact this reviewer at marilyn.shashoua@austintexas.gov for a PARD approved worksheet. In the email, provide final number of dwelling units and any affordable housing certification documents, if applicable.
Payment can be made by providing the approved worksheet (and any PARD *or* Affordable Housing agreement letters) and fee payment to the Fiscal Office at One Texas Center. Checks are payable to the City of Austin. The Fiscal Office walk-in hours are: Monday – Thursday 8:00 – 11:30 & 1:00 – 3:30; Friday 8:00 – 11:30.

PR2: Add the following note to the coversheet: A fee-in-lieu of parkland dedication has been paid for 36 dwelling units.

Transportation Review - Caleb Gutshall - 512-974-6420

SIDEWALKS:

TR1. Show the location of 4 foot sidewalks according to City Standards along Kentish Drive . LDC, Sec. 25-6-352; TCM, 4.2.1.

TR2. Per zoning case C14-2013-0023, compliance with Subchapter E will be required at Site Plan for Westgate Boulevard and Guidepost Trail. A 12-foot sidewalk consisting of a 7-foot planting zone adjacent to the curb followed by a 5-foot clear zone is required.

TR3. Raised curbs on driveways must terminate at sidewalks. Indicate the termination of curbs and show the standard driveway detail. Do not show curb ramps at the driveway. TCM, 5.3.1.E; COA Std. No. 433-2.

TR4. There is a current capital improvement project on Davis Lane. Provide the following note on the site plan: "Sidewalks along Davis Lane are required to be constructed by the City following or with the roadway improvement. The lack of these required sidewalks shall not limit the owner's ability to obtain building permits, utility connections, or Certificates of Occupancy." LDC, 25-6-352.

TR5. Show the standard sidewalk detail (COA Standard No. 432S-1, adopted 3/26/2008).

RIGHT-OF-WAY

TR6. Show the existing right-of-way and pavement width for Davis Lane.

TR7. The AMATP calls for a total of 74 feet of right-of-way along Davis Lane. Dedicate up to 37 feet of right-of-way from the existing centerline of Davis Lane in accordance with The Austin Metropolitan Area Transportation Plan. LDC, 25-6-55(a), (c). Provide a street deed showing right-of-way to be dedicated. Field notes must be verified before the deed is recorded.

DRIVEWAYS

TR8. Driveways on undivided arterial streets must be designed to align with opposing streets or driveways or be offset by a minimum of 120 feet, measured from edge to edge. TCM, 5.3.1.K. Show the location of opposing driveways and dimension the offset, or indicate that there are none.

TR9. Driveway approaches must be separated by a minimum of 200 feet, measured from edge to edge at the property line. TCM, Table 5-2.

OTHER ISSUES

TR10. If City garbage pickup is proposed, provide a letter of verification from the Austin Resource Recovery Department. Please call Angela Baker at 974-4334 with the Solid Waste Division for information on City trash pickup. LDC, 25-2-1067(c).

TR11. The site plan is subject to a limitation of 2,000 trips by ordinance with zoning case C14-2013-0023. Add a note on the site plan (cover sheet and site plan sheet).

TR12. Vehicular access to Kentish Drive is prohibited by ordinance with zoning case C14-2013-0023. Please add a note on the site plan (cover sheet and site plan sheet).

TR13. Pedestrian access is required to Kentish Drive by ordinance with zoning case C14-2013-0023. Please provide pedestrian access and make a note on the site plan.

TR14. Show all physical obstructions (utility poles, trees, etc.) in the right-of-way which could affect sidewalk or driveway locations. For information: You may have to relocate utilities at your own expense if they interfere with sidewalk or driveway locations.

TR15. Additional comments may be provided when more complete information is obtained.

Austin Water Utility Review - Neil Kepple - 512-972-0077

WW1. The water and wastewater utility plan must be reviewed and approved by the Austin Water Utility for compliance with City criteria and approved SER 3295. All water and wastewater construction must be inspected by the City of Austin. The landowner must pay the City inspection fee with the utility construction. The landowner must pay the tap and impact fee once the landowner makes an application for a City of Austin water and wastewater utility tap permit.

FYI: For plan review status contact Pipeline Engineering at 972-0220. The Landowners Engineer will be notified by Pipeline Engineering once the red-lines/comments are ready for pickup at the Austin Water Utility Waller Creek office located at 625 E.10th St., Austin, TX 78701. Response comments and corrections, along with the original redlines, must be returned to the assigned Pipeline Engineering reviewer at the Waller Creek office.

Drainage Construction Review - Jay Baker - 512-974-2636

Release of this application does not constitute a verification of all data, information, and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not the application is reviewed for code compliance by city engineers.

ORIGINAL COMMENTS:
FORMAL UPDATE REQUESTED

Please provide a comment response letter with the update addressing each of the following comments. All engineering representations must be signed by the responsible engineer. Additional comments may be issued as additional information is received.

GENERAL

DC 1. Please provide a copy of the legal tract determination for review

DC 2. Adjacent Davis Lane CIP project is under construction and coordination is required for the extension of wastewater service and other items as needed including sidewalks, driveways and other associated utilities.

ENGINEERING REPORT

DC 3. Include in the report a discussion of the soil types, vegetation and other characteristics of this project that will be related to the hydrologic calculations for existing and proposed conditions. Also, include time of concentration flow path to go with the time of concentration calculations.

DC 4. Include in the report an electronic copy of the PondPack modeling that is being used for this site.

DC 5. The level vegetation on the site as seen in the aerial would not be indicative of poor conditions. What is the hydrologic soil group and the vegetation and type on the site.

DC 6. Contact me to arrange a site visit to do visual observations to confirm the soil and vegetation conditions as well as other drainage characteristics to go into the hydrologic modeling.

DC 7. Additional review of the hydrologic calculations will be deferred until the key assumptions are agreed and the updated modeling is received.

DC 8. This site plan is proposing to tie into existing subdivision storm sewer infrastructure. Obtain a copy of the construction plans for the subdivision to confirm that sufficient capacity is available for the proposed discharges from this site.

FEES

DC 9. Provide to the Site/Subdivision Inspection Division of Planning and Development Review Department a list of all drainage and water/wastewater infrastructure items located in rights of way or easements that will be maintained by the City, as well as two copies of the legal instruments that confirm the assignment to the property owner of maintenance of drainage infrastructure located in rights of way or easements. In addition, provide to SID for review and assessment of construction inspection fees the Engineer's Probable Cost of Construction estimate for those items to be maintained by the City. Upon payment of the fees, provide the fee receipt to the drainage engineering reviewer."

COVER SHEET

DC 10. Remove the note about approval of other entities since this is in the Full Purpose jurisdiction and not ETJ.

GENERAL CONSTRUCTION NOTES

DC 11. Provide General Construction Notes in accordance with the Application Packet, Exhibit III.

SITE PLAN

DC 121. Why is the proposed water quality irrigation field not located closer to the water quality pond?

DRAINAGE PLAN(S)

Sheet 3:

DC 13. Add flow arrows showing conveyance of runoff from the units, driveways , etc.. to the water quality and detention ponds.

DC 14. Why is a diversion berm shown to the north of the detention pond?

Sheet 4:

DC 15. The current proposal is to split flows from the detention pond to two separate discharge points, which is unusual. If the desire is to split the flows I am not sure how the modeling and controls would work to regulate the flows in the desired manner. We will need to discuss in more detail how this assumption will be modeled.

DC 16. Concentrated overflow discharge is proposed from the pond. If a secondary discharge point is proposed, it will also need to be connected to the storm sewer system. There is an inlet about 120 feet to the east along Kentish that could be a connection point.

STORMWATER MANAGEMENT FACILITIES

Sheet 7:

DC 17. Detailed review of the ponds will be deferred until the overall drainage proposal and modeling is agreed to and reviewed.

DC 18. Provide manholes at the property line for all proposed tie ins to the storm sewer. Infrastructure in the ROW will need to comply with COA criteria and standards.

DC 19. Incorporate construction details for the proposed structures into the plan set.

Electric Review - David Lambert - 512-322-6109

EL 1. Contact Ernie Salinas at ph. 512-505-7667 or ernie.salinas@austinenergy.com to discuss electric service to this project.
Afterwards, show the proposed location of the transformer pads and underground electric cabling on the site, utility, drainage, and landscaping plans.

EL 2. ADD THE FOLLOWING NOTE:
Austin Energy has the right to prune and/or remove trees, shrubbery and other obstructions to the extent necessary to keep the easements clear. Austin Energy will perform all tree work in compliance with Chapter 25-8, Subchapter B of the City of Austin Land Development Code.

EL 3. ADD THE FOLLOWING NOTE:
The owner/developer of this subdivision/lot shall provide Austin Energy with any easement and/or access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities. These easements and/or access are required to provide electric service to the building and will not be located so as to cause the site to be out of compliance with Chapter 25-8 of the City of Austin Land Development Code.

EL 4. ADD THE FOLLOWING NOTE:
The owner shall be responsible for installation of temporary erosion control, revegetation and tree protection. In addition, the owner shall be responsible for any initial tree pruning and tree removal that is within ten feet of the center line of the proposed overhead electrical facilities designed to provide electric service to this project. The owner shall include Austin Energy's work within the limits of construction for this project.

EL 5. The City's Environmental Criteria Manual (ECM) Sections 2.4.1.D and 2.4.2.C state, "In areas where utility lines are present or proposed only trees from the Utility Compatible Shade Trees list (see Appendix F) shall be planted with in: a) 10 lateral feet from any overhead distribution conductor; b) 30 to 40 lateral feet from any overhead transmission conductor, unless a more restrictive dedicated right-of-way has been established; c) 10 lateral feet from any underground electric facility"

No tree may be planted within 5 feet of a transformer pad or the underground electric cabling and only Utility Compatible trees may be within 10 feet. This shall be reviewed for once the proposed electric facilities are shown on the landscape plan.

Site Plan Plumbing Review - Cory Harmon - 512-974-2882

APPROVED

The proposed site plan (SP-2013-0422C) is approved from a plumbing code perspective.

Parklands Review - Regina Ramos - 512-974-9546

PR 1. In reference to public trees, no impacts greater than 4” cut and/or fill are permitted within the 1.2 critical root zone and no impacts are permitted in the ¼ critical root zone. Additionally, the proposed sidewalk encroaches directly on several tree trunks. Demonstrate that trees to be preserved meet City tree protection requirements.

PR 2. Are any trees within the public right-of-way proposed for removal?

End of Report

EXHIBIT 1

EXHIBIT 2

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
REVISED 02/27/2014
SOLICITATION NUMBER: SMW0120

1. **PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability of product (10 pages or less)
- Statement of assumptions made

Proposals should be bound documents with sequentially numbered pages including a table of contents. The proposal itself shall be organized in the following format and informational sequence:

A. **Cover Letter**: On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.

B. **Table of Contents**: Table of contents with all pages sequentially numbered

C. **Business Organization:** Response should include the following:

i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.

ii. Listing of principal officers of the company including name, title, and tenure.

iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?

iv. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.

v. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

vi. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

vii. Has your firm ever failed to complete any work awarded to you? If so, where and why?

viii. Has your firm ever been terminated from a contract? If so, where and why?

D. **Prior Experience & References**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000. Supply the project title, year, project description including details and size to qualify as

applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.

Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- System description (hardware and software configuration, version number of software and network configuration)
- Date of system installations

E. **Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

F. **Technical Requirements:**

As per Section 0500, Part 4.0, each table provides a description of the desired vendor response.

Responses for each technical requirement should include:

- Reference to the requirement number or ID
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices
- Documentation or evidence as requested in the required response

G. **Functional Requirements:**

As per Section 0500, Part 5.0, each table provides a description of the desired vendor response. The vendor should feel free if applicable to address any tooling detail relevant to their offerings even if we determined it was out of scope.

Responses for each functional requirement should include:

- Reference to the requirement number
- Indication of how/if the requirement or associated feature shall be met: base (out of the box) functionality, configuration, 3rd party solution, customization, or not available. Unless otherwise specified, each response will be considered classified as base functionality.
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices

H. Supplemental Submittal Requirements:

1. General

1.1 Provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.

1.2 Provide descriptions of the Vendor's senior management team that detail their background and industry experience.

1.3 Describe how the system protects data from security breaches. Include any applicable descriptions of insurance, roles/responsibilities, policies and remediation procedures pertaining to data breach and fraud.

1.4 Provide evidence of experience with projects of similar size, scope, and complexity.

1.5 Describe any special knowledge, facilities or personnel relevant to this RFP.

1.6 Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

2. Project Management

2.1 Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.

2.2 Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the City and the Vendor.

2.3 Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.

2.4 Describe any communication strategies and best practices that would be employed as part of the solution implementation.

3. Testing

3.1 Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.

3.2 Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.

3.3 Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user

acceptance testing. Specify proposed demarcation of responsibilities between the City and the Vendor.

4. Implementation

4.1 Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the City and the Vendor.

4.2 Describe the qualification and experience of personnel that may be deployed to the City's site.

4.3 Describe the specific On-Site implementation services that are offered. The City's preference is that these services are offered from local or regionally based locations.

4.4 Describe how the "go-live" will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities. Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of responsibilities between the City and the Vendor. The Plan should explicitly include those activities necessary to prepare City personnel for post-implementation roles.

4.5 Describe past "go-lives" that were completed successfully including any pertinent lessons learned and best practices.

5. Training and System Documentation

5.1 Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the City and the Vendor.

5.2 Describe what kinds of training materials will be provided and how these can be modified for use by City staff to conduct user training. Provide sample of most recent training materials.

5.3 Describe the process that will be used to keep users up to speed on new features and system upgrades.

5.4 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

6. Support and Ongoing Service

6.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.

6.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to City resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.

6.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.

6.4 Describe any planned releases and roadmaps associated with expanding or improving the system in the future.

H. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

I. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

J. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

K. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

L. **Cost Proposal**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price for the initial purchase and implementation will be retained until submission and acceptance of all work products.

Proposer must submit the completed cost proposal spreadsheet provided in Attachment A. Proposer must provide all costs (with 4 year forecast) associated with this project such as:

- Hardware
- Software
- Third party software (if applicable)
- Implementation
- Interface/Integration
- Documentation
- Project Management Services
- Annual Maintenance & Support (for four years following final acceptance and the warranty period)

- Others (if applicable)

Along with the cost proposal, provide a proposed payment schedule with deliverables and acceptance criteria for each.

i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. **EXCEPTIONS**:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work.

3. **PROPOSAL PREPARATION COSTS**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. 100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Total Cost of Proposal	20

Evaluation Factor No.	Title	Maximum Point Value
2	Technical Requirements	20
3	Functional Requirements	30
4	Supplemental Submittal Requirements	20
5	Local Business Presence	10
6	Financial Viability/Stability	PASS/FAIL

(1) **Total Cost Proposed – 20 points**

- Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis

(2) **Technical Requirements Proposed (As per Section F above)- 20 points**

- Responses to Technical Requirements included in section 0500, Scope of Work part 4

(3) **Functional Requirements Proposed (As per section G above) – 30 points**

- Responses to Functional Requirements included in section 0500,Scope of Work part 5

(4) **Supplemental Requirements Proposed (As per Section H above) – 20 points**

- General
- Project Management
- Testing
- Implementation
- Training and System Documentation
- Support and Ongoing Services

(5) **Local Business Presence – 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

(6) **Financial Viability/Stability – Pass/Fail**

ii. Interviews/Demonstrations, Optional. Interviews or Demonstrations may be conducted at the discretion of the City. Maximum 20 points

EXHIBIT 3

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER:

PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes_____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

_____
Company Name

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature **Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract**. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____Date _____ Director/Deputy Director_____Date_____

Financial Service Department
Purchasing Office
124 W. 8th St., Austin, Texas, 78701

August 8, 2014

Avolve Software Corporation
Cindy Bernstein
Sales Director
4835 E. Cactus Road, Suite 420
Scottsdale, AZ 85254

Dear Ms. Bernstein:

The Austin City Council approved the execution of a contract with your company for an Electronic Plan Review Solution with maintenance and support.

Responsible Department:	CTM
Department Contact Person:	Stacey Wuest
Department Contact Email Address:	Stacey.Wuest@Austintexas.gov
Department Contact Telephone:	(512) 974-2584
Project Name:	Electronic Plan Review Solution with maintenance and support
Contractor Name:	Avolve Software Corporation
Contract Number:	MA-5600-GA140000105
Contract Period:	August 8, 2014 through August 7, 2015
Extension Options:	Four 12-month extension Options
Dollar Amounts:	Initial Term Not to Exceed $877,723; 1st Option Not to Exceed $114,925, 2nd Option Not to Exceed $117,425, 3rd Option Not to Exceed $118,675, and 4th Option Not to Exceed $121,175
Solicitation Number	RFP SMW0120
Agenda Item Number:	80
Council Approval Date:	August 7, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Shawn M. Willett
Shawn M. Willett
Corporate Contract Compliance Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

cc: Stacey Wuest, CTM

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
AVOLVE SOFTWARE CORPORATION ("Contractor")
FOR
ELECTRONIC PLAN REVIEW SOFTWARE SOLUTION

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Avolve Software Corporation having offices at 4835 East Cactus Road, Suite 420, Scottsdale, Arizona 85254 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SMW0120.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, SMW0120 including all documents incorporated by reference

1.1.3 Avolve Software Corporation Offer, dated March 27, 2014, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 **Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his

designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $877,723.00 for the initial Contract term and $114,925.00 for the first extension option, $117,425.00 for the second extension option, $118,675.00 for the third extension option, and $121,175.00 for the fourth extension option, for a total contract amount Not-to-Exceed $1,349,923.00. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Software License, Maintenance, and Services Agreement, attached hereto as Exhibit A.

1.6.2 Milestone Payment Schedule, attached hereto as Exhibit B.

1.6.3 Project Standard Reports, attached hereto as Exhibit C.

1.6.4 Avolve University Course Catalog and Training

1. For future training, what is the class cost per student?

   Avolve Response:
   Costs are based on course vs student with an average per student cost of $450.00 with a year-to-year potential increase of 15%. This based on a standard training package for a plan reviewer.

2. For future training, what is the per class cost (assuming max capacity)?

   Avolve Response:
   Course costs vary upon the level and course of training as offered in the Avolve Course Catalog with an average course cost of $4300.00 dollars per course with a year-to-year increase possibility of 15%.

3. For future training, are the courses delivered online or in person?

   Avolve Response:
   Courses can be made available in both formats.

4. During implementation, what are the max number of participants for Applicant Community Outreach and Applicant Pilot Kickoff Training?

   Avolve Response:
   Applicant Community Outreach - 100
   Applicant Pilot Kickoff- 15

5. On page 61 of Avolve's proposal, it shows 6 different classes as part of a Training Package. The note says "3 Classes per Phase" and the quantity as 6. Does this mean the whole package (containing 6 classes) will be offered 3 times for Phase 1 (effectively 18 classes) and 3 more times for Phase 2 (another 18 classes)?

   Avolve Response:
   Yes, 3 times each phase.

6. Avolve's University Terms and Conditions, Item # 9, Cancellation Policy – Can we confirm that there would not be an issue if the City needed to change out class participants last minute?

   Avolve Response:
   No issues.

1.6.5 Portal

1. Portal costs were not included in proposal. However in 6.1, "public facing web servers" are mentioned as part of the solution. The City is still evaluating application intake options between a) website integration with AMANDA portal, b) simple application form portal by Avolve and c) Citizen gateway portal by Avolve that integrates with AMANDA. Can Avolve clarify if there is a public facing authenticated user interface as part of the solution in current proposal?

   Avolve Response:
   Regarding the comment "public facing web servers", this refers to the ProjectDox software server which is a public facing web server typically hosted in the DMZ. Regarding the question about "public facing authenticated user interface", all access to ProjectDox, both internal staff and external staff and Applicants, requires fully authenticated login access. Internal staff can use Single User Sign-on via LDAP. As for the 3 Application Intake Options, here is Avolve's response:

a) Is Included in the ProjectDox Proposal Price – In this option, ProjectDox would be directly integrated with the AMANDA permitting application and ProjectDox would not care if the Applicant submitted a paper application or came in via AMANDA's portal – the application data would first come into AMANDA and then the ProjectDox integration would handle the review project creation and plan submittal notification and upload process.

b) Is Not Included in the ProjectDox Proposal Price (approx. fee = $18,000 – develop, test and deliver) – This is also an excellent option if the City would prefer to have ProjectDox handle the Applicant Application Intake process. This would be Web based application form that the Applicant would complete and once completed, ProjectDox would push the application form data into AMANDA, then option “a” above would take over and then the ProjectDox integration would handle the review project creation and plan submittal notification and upload process.

c) Is Not Included in the ProjectDox Proposal Price (Price TBD – ProjectDox “One Stop Shop” Portal projected release date is Q1 2015) – This will be the future of electronic application and plan submission and offer the best customer experience. The ProjectDox Portal will be the only interface an Applicant will see – they can setup their user profile, all of their subs & trades, create applications that can be saved and copied and handle all submittals, corrections and approvals via the portal without ever going directly into the ProjectDox application. This new ProjectDox Portal will be offered as an add on module (additional fee required) for all ProjectDox customers in late Q1 2015.

1.6.6 GIStream

1. What are the skills and time commitment expectations for the City to support this module?

   Avolve Response:
   The ProjectDox GIStream module includes installation and configuration by Avolve. Avolve will work with the City’s GIS team to create the GIS map services for the GIS map data the review departments would like to have accessible for the plans examiners and Avolve will train the City staff on how to setup the GIS map services within ProjectDox, so the City can be self-supporting when needing additional map date within ProjectDox. No programming skill are required. Basic knowledge of ESRI map services are required and it is assumed the City’s GIS staff can assist with creating additional map services as needed. End User Training is also provides to the ProjectDox Users. ProjectDox GIStream is a very easy product to learn and once setup, little to no support time will be required to maintain the module.

2. Is it recommended that GIStream be installed on the same server as ProjectDox?

   Avolve Response:
   Typically yes.

3. Is GIStream compatible with and can GIStream consume ArcGIS Server services that are in a local State Plane projection?

   Avolve Response:

GIStream is using the ESRI ArcGIS Viewer and it does consume ArcGIS Server Map Services.

4. For a typical installation, how many ArcGIS Server services will need to be created and maintained for GIStream?

   Avolve Response:
   You can create as many or as few as you like. The training program will teach you how to configure the Map Services within GIStream.

1.6.7 Additional Environment

1. The City typically has a sandbox/development environment that is separate from the test environment. Are there any additional license fee costs an additional environment?

   Avolve Response:
   There will be no additional charge for a development license.

1.6.8 SQL Platform

1. Does the vendor solution operate on an Oracle platform instead of SQL? If so, are there any risks or known issues using Oracle instead of SQL?

   Avolve Response:
   We only run on SQL.

1.6.9 Integration Work

1. What specific skills/resources are needed from the City for integration work?

   Avolve Response:
   Subject matter expert would be needed for the desired permitting system. A list of available web services for the desired permitting system. If this will be a DB integration than a resource that has the skills required for the Desired DB platform.

2. Is EDIMS integration included in the scope of integration work?

   Avolve Response:
   One way Integration (export) from ProjectDox is included in proposal.

3. Will the vendor provide a data dictionary for any of the system integrations?

   Avolve Response:
   Integration details will be provided in Solution Design Document based on the agreed upon integration method/design.

1.6.10 Portal Module Estimated Cost

1. Can the vendor provide an estimated cost for the Portal Module targeted for release in Q1 2015? This dollar figure would be for planning purposes only and would not be considered a hard quote.

   a) Is this Portal module expected to be configurable rather than code based? b) Is the Portal Module expected to support distributed administration?

   Avolve Response:
   This is a budgetary estimate only.
   Portal Software: $75k
   Implementation Services, Design and Training: $75k
   Total: $150k

1.6.11 Workflows

1. The proposal recommends 4 total workflows. The cost proposal in section M designates 1 in Phase 1 and 3 in Phase 2. However, the sample Project Implementation Plan recommends 2 workflows in Phase 1. Can Avolve please clarify?

   Avolve Response:
   We can do either way.

1.6.12 Soft Go Live / Pilot

1. A soft go-live / pilot is recommended as part of the first implementation. This includes Community Outreach training and Pilot Kickoff training. Will a similar approach be used for Phase 2 since there will be a different set of processes, stakeholders and participants?

   Avolve Response:
   Yes, we can do both phases.

1.6.13 Reporting

1. What is the load of running reports (Reporting Server) on the same SQL server?

   Avolve Response:

   Minimal

2. Are reports used as an integrated part of the workflow?

   Avolve Response:

   No.

3. Is there an interface for report building?

   Avolve Response:

   Yes, but no in ProjectDox – the MS SQL / SSRS user interface is leveraged.

4. What are the required skillsets for report building?

   Avolve Response:

   SQL and SSRS

1.6.14 Security

1. What is meant by “return ports” – server to client?

   Avolve Response:

   The data coming back from an initiation – from server back to peer server or server to client depending on the initiation.

2. What is the range of ephemeral ports?

   Avolve Response:

   http://en.wikipedia.org/wiki/Ephemeral_port 1024-5000

3. Need clarification on diagram of the different types of client – external submitter vs. internal reviewer.

   Avolve Response:

   “External submitter” is typically the Permit Applicant and/or their collaborators/document uploaders such as plumbers, electricians, etc. which can be invited to upload documents on the applicants behalf. “Internal reviewer” is a plan reviewer employed by the municipality – one that would be reviewing, marking up, and or stamping plans.

4. Need more information on what is happening on port 445.

   Avolve Response:

   File Sharing – Web server to NAS/San/Fileserver

5. What does Office do on the Job Processor? A) What functions does it serve? B) Will Office 2013 be supported?

   Avolve Response:

   Enables viewing of MS/Office document extensions.

   A) As a set of drivers required to view Excel, Work, PowerPoint, etc.

   B) Yes

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

AVOLVE SOFTWARE CORPORATION	**CITY OF AUSTIN**
Ronald Loback	Shawn Willett
Printed Name of Authorized Person	Printed Name of Authorized Person
Signature	Signature
President & CEO	Corp. Contract Compliance Manager
Title:	Title:
8/6/2014	8/8/2014
Date:	Date:

Exhibit A

AVOLVE SOFTWARE CORPORATION

Software License, Maintenance, and Services Agreement Terms and Conditions

WHEREAS Licensor has created a computer software program called ProjectDox ("Software") hereafter more fully described;

WHEREAS the parties wish to provide the terms and conditions under which the Licensor will provide the Software for the use by Licensee;

WHEREAS Customer wishes Avolve to deliver, install, and maintain the specified Software;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree that Avolve shall provide products and services, and Customer shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.
   a. Upon the Effective Date, Avolve hereby grants to Licensee a non-exclusive, non-transferable, royalty-free, revocable license to use the Avolve Software set forth in the Sales Order attached hereto as Exhibit 1 ("Sales Order") and related interfaces (collectively, the "Avolve Software") and Avolve User Guides and Software Documentation provided in or with the Avolve Software ("User Guides" and "Documentation") for Licensee's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. Licensee shall not license, sell, rent, lease, copy, distribute, host, outsource, or otherwise commercially exploit the Software. This license is revocable by Avolve if Licensee fails to comply with the terms and conditions of this Agreement, including without limitation, Licensee's failure to timely pay the Software fees in full. Upon Licensee's payment in full for the Avolve Software, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

   b. Avolve shall retain ownership of, including all intellectual property rights in and to, the Avolve Software, Documentation, and User Guides.

   c. Licensee acknowledges Avolve's assertion that its Software and User Guides are proprietary to Avolve and have been developed as trade secrets at Avolve's expense. Licensee, subject to the Texas Public Information Act any any and all other applicable laws, shall make good-faith efforts to keep the Avolve Software, Documentation, and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Avolve Software, Documentation, or User Guides by any party.

   d. The Avolve Software may not be modified by anyone other than Avolve. If Licensee modifies the Avolve Software without Avolve's prior written consent, Avolve's obligations to provide maintenance services on, and the warranty for, the Avolve Software will be void. Licensee shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software, or access or use the Software in order to build a similar or competitive product or service.

   e. Licensee may make copies of the Avolve Software for archive purposes only. Licensee shall repeat any and all proprietary notices on any copy of the Avolve Software. Licensee may make copies of the Avolve User Guides for internal use only.
   f. Licensee may use the Application Programming Interfaces ("APIs") of the Software to program those APIs

(a "Custom Application") but only as described in the Documentation for the Software and only to the extent necessary to permit the Licensee's Custom Application to function with the Software through the APIs as described in the Documentation.

2. License Fees. Licensee agrees to pay Avolve, and Avolve agrees to accept from Licensee as payment in full for the license granted herein, the Software fees set forth in the Sales Order. The license fees constitute payment for Software listed in the Sales Order. Any license fees not paid when due shall, which unless otherwise specified will be thirty (30) calendar days from invoice, accrue interest at the rate of 18% eighteen percent (18%) per annum, but not to exceed the maximum amount as allowed by law

3. Verification. Licensee agrees to permit Avolve to audit the Licensee's use of the Avolve Software and Documentation. Audits may be conducted at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or Avolve Support fees to Avolve and/or (ii) that Licensee has used the Software in excess of the license quantities or levels stated in the Sales Order, Licensee shall pay such underpaid fees within 30 days upon receipt of Avolve's invoice for the fees.

4. Limited Warranty. Avolve warrants, for Licensee's benefit alone and for a period of thirty (30) days, that the Software will substantially conform to the specifications contained in the Documentation and User Guide for thirty (30) days following initial installation. The warranty shall not apply if the Software: (i) is not used in accordance with the Documentation; (ii) is not initially installed by Avolve or its agents; (iii) defect is caused by Licensee or third-party software developed software. Avolve does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business requirements. Provided Licensee notifies Avolve in writing with a specific description of the Software's nonconformance within the warranty period and Avolve validates the existence of such nonconformance, Avolve will, at its option: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE, AND THE SOFTWARE CONTAINED THEREIN, ARE LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY OF PERFORMANCE WITH RESPECT TO THE SOFTWARE AND THE SOFTWARE CONTAINED THEREIN, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

5. Intellectual Property Infringement and Indemnification. See the City of Austin's Standard Terms and Conditions, Section 31. Indemnity and Section 36. No Warranty By City Against Infringement. Avolve's Obligations. Avolve shall, at the Licensee's option, defend and indemnify Customer against any claim by an unaffiliated third party of this Agreement that an Avolve Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Avolve Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Avolve in writing.

6. Limitation of Liability. See the City of Austin's Standard Terms and Conditions, Section 31. Indemnity.

SECTION B – SOFTWARE MAINTENANCE AGREEMENT

1. Scope of Agreement. Customer agrees to purchase and Avolve agrees to provide maintenance services for the Avolve Software in accordance with the following terms and conditions. The maintenance services described below does not expand or change any warranty provisions set forth in the Agreement.

2. Term of Agreement. See Section (City to enter section #), Term of Contract..

3. Payment. See the City's Standard Terms and Conditions, Section 13, Payment.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Avolve shall:

   a. In a professional, good and workmanlike manner, perform its obligations in accordance with Avolve's then-current Support Process and Service Level Agreement (Avolve's current Support Process and Service Level Agreement is set forth in the document attached hereto as Exhibit 2) in order to conform the Avolve Software to the applicable warranty under this Agreement. If Customer modifies the Avolve Software without Avolve's prior written consent, Avolve's obligations to provide maintenance services on and warrant the Avolve Software will be void.

   b. Provide technical support on the Avolve Software. Avolve personnel shall accept technical support requests and provide technical support during the hours set forth in Exhibit 2 – Support Process and Service Level Agreement.

   c. Maintain personnel that are appropriately trained to be familiar with the Avolve Software in order to provide maintenance services.

   d. Provide a customer-accessible system that enables trouble tickets to be entered and tracked through resolution and / or closure.

   e. Provide Customer with all releases Avolve makes to the Avolve Software that Avolve makes generally available without additional charge to customers possessing a current Avolve annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Customer at Avolve's then-current rates.

   f. Support prior releases of the Avolve Software in accordance with Avolve's then-current release life cycle policy.

5. Credits. Should Avolve fail to meet the Problem Determination and Resolution commitments set forth in its then-current Support Process and Service Level Agreement, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY,Customer shall be entitled to receive a service credit of 2% of the licensee's monthly prorated support fees, per incident in a given month, up to a maximum 50% of monthly prorated support fee payable by the customer. The amount of compensation may not exceed 50% of the licensee's monthly support fee. This means that if a customer has two (2) incidents in which Avolve failed to respond within the time frame stated by Avolve's Problem Determination and Resolution commitments set forth in its then-current Support Process and Service Level Agreement, they are entitled to receive a service credit of 4% of the prorated monthly support fee.

6. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Avolve Software, onsite support (unless Avolve cannot remotely correct a defect in an Avolve Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Avolve's normal business hours. If Avolve provides technical support for a problem caused by a third- party product or the failure of Customer's computer system or environment to comply with the technical specification requirements included in the Documentation provided with the Software (or Avolve's technical support efforts are materially increased as a result of Customer's use of third-party product or failure to comply with the technical specification requirements), Avolve reserves the right to charge Customer time and materials

for such extra services at Avolve's then current published rates for customized, premium technical support services

7. Customer Responsibilities. Customer shall provide, at no charge to Avolve, full and free access to the Avolve Software, but not to any "Personal Indentifying Information," or "Sensitive Personal Information," as those terms are defined in Section 521.002 of the Texas Business and Commerce Code, as may be amended; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

Limitation of Liability. See the City of Austin's Standard Terms and Conditions, Section 31. Indemnity. SECTION C – PROFESSIONAL SERVICES AGREEMENT

1. Services. Avolve shall provide the services set forth in the Sales Order at Customer's election, including Consulting, Training, Conversion, and other miscellaneous Services.
2. Professional Services Fees.
    a. All Services will be provided by Avolve on a time and materials basis at Avolve's then current Professional Services hourly rates unless otherwise agreed by the parties and indicated in the Sales Order.
    b. Travel expenses will be billed in accordance with the City of Austin's Standard Terms and Conditions, Section 14. Travel. with the then current Avolve Business Travel Policy, based on Avolve's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge.
    c. Unless otherwise agreed in Avolve's Proposal, Avolve shall invoice Customer monthly and Customer shall pay such invoice net thirty (30) days from the date of invoice. See the City of Austin's Standard Terms and Conditions, Section 13. Payment, for payments not made in a timely manner
3. Additional Services.
    a. Training and/or consulting services utilized in excess of those set forth in Avolve's Proposal and additional related services not set forth in Avolve's Proposal will be billed at Avolve's then-current rates, upon prior written approval by the City of Austin.
    b. Programming and/or interface quotes are estimates based on Avolve's understanding of the specifications supplied by Customer. In the event Customer requires additional work performed above the specifications provided, Avolve will submit to Customer a Change Order containing an estimate of the charges for the additional work. Work on additional specifications will not begin until the Change Order is accepted and signed by the customer.
4. Customer's Responsibilities.
    a. Customer shall provide and make available all Customer personnel that Avolve reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Sales Order.
    b. If the Services are performed at a Customer site, Customer agrees to provide necessary access to its site including, but not limited to, appropriate access to Customer premises, computer systems, Internet connections and other facilities, but Customer shall not provide access to any "Personal Identifying Information," or "Sensitive Personal Information," as those terms are defined in Section 521.002 of the Texas Business and Commerce Code, as may be amended.
    c. Customer acknowledges that the implementation of the Avolve Software is a cooperative process requiring the time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use

all reasonable efforts to cooperate with and assist Avolve as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation.

5. Cancellation. In the event Customer cancels Services less than twenty-one (21) days in advance, Customer is liable to Avolve for (i) all non-refundable expenses incurred by Avolve on Customer's behalf; and (ii) daily fees associated with the cancelled services if Avolve is unable to re-assign its personnel.

6. Services Warranty. Avolve warrants that all Services provided hereunder will be performed in a workmanlike manner, in conformity with the professional standards for comparable services in the industry. For any breach of this warranty for service, Customer's exclusive remedy shall be the re-performance of the deficient services, and if Avolve is unable to re-perform the deficient services as warranted, Customer shall be entitled to recover the portion of the Professional Services fees paid to Avolve for such deficient services, and such refund shall be Avolve's entire liability.
Limitation of Liability. See the City of Austin's Standard Terms and Conditions, Section 31. Indemnity

7. SECTION D – GENERAL TERMS AND CONDITIONS

1. Term. See Section (City to enter section #), Term of Contract.

2. Termination. See the City of Austin's Standard Terms and conditions, Section 27. Termination for Cause and Section 28. Termination Without Cause. . Taxes. See the City of Austin's Standard Terms and Conditions, Section 12.E Invoices.

3. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

4. Confidentiality**.** See the City of Austin's Standard Terms and Conditions, Section 37. Confidentiality**.**

5. Indemnification. See the City of Austin's Standard Terms and Conditions, Section 31. Indemnity.

6. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY AVOLVE.

Notices: See City of Austin's Terms and Conditions, Section 34. Notices.

7 8

9. 10.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Customer's City, County, and State - state of domicile.

12. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

13. Assignment**.** This License, the Licensed Software and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.
14. Independent Contractor. Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve's exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.
15. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

EXHIBIT 1 – SALES ORDER

City of Austin, Texas

ProjectDox® Sales Order Form

Prepared By Your Avolve Software Representative

Cindy Bernstein

Telephone: (919) 460-1354
Email: cbernstein@avolvesoftware.com

Purchaser Information

Stacey Wuest **1124 S IH 35** **Austin, TX** **78704**	**Project Manager** **stacey.wuest@austintexas.gov** **Date of Quotation: 2/28/2014**	**City of Austin, TX** **(512) 974-2584** **Quotation Valid Until: 6/30/2014**

Products

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price
Archival Connector Integration from ProjectDox to Archiving System	SOFT-ARCHCON	1	$6,320.00	Each	$6,320.00
GIStream Integration from ProjectDox to Esri GIS System	SOFT-GIS	1	$44,000.00	Each	$44,000.00
Business Process Workflows (Four) One Phase 1 and Three for Phase 2	SOFT-PTA	4	$14,199.20	Each	$56,796.80
Permit Connectors Two Way Integration from ProjectDox to AMANDA permitting system	SOFT-PCON	1	$16,720.00	Each	$16,720.00
ProjectDox License -Unlimited User -Load Balanced -Test Server *copy of Solibri model checker also included at no charge	SOFT-PDOX	1	$177,486..40	Each	$177,486.40

Products Sub-Total: **$301,323.20**

Maintenance (first year included)

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price
GIStream - Maintenance	MAINT-GIS	1	$9760.00	Each	$9,760.00
Workflow Processes - Maintenance	MAINT-PTA	4	$3839.84	Each	$15,359.36
Permit Connector -	MAINT-	1	$3,344.00	Each	$3,344.00

Maintenance	**PCON**				
ProjectDox - Maintenance	**MAINT-PDOX**	**1**	**$35,497.28**	**Each**	**$35,197.28**
Archival Connector - Maintenance	**MAINT-ARCHCON**	**1**	**$1,264.00**	**Each**	**$1,264.00**

Maintenance Sub-Total: **$64,924.64**

Training

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price
Introduction Implementation Training Package (3 Classes per Phase) **-1 Introduction to ProjectDox Course** **-1 Mark Ups** **-1 Project Administrator Course** **-1 System Adminsitrator Course** **-1 Approval Process Training Internal Users** **-1 Approval Process Training Admin/Coordinators** ***Max Students Per Class, 12**	**AU-PKG1**	**6**	**$15,400.00**	**Each**	**$92,400.00**
Applicant Community Outreach	**AU-OUT**	**1**	**$4,000.00**	**Each**	**FREE**
Applicant Pilot Kickoff Training	**AU-PILOT**	**1**	**$7,000.00**	**Each**	**FREE**

Training Sub-Total: **$92,400.00**

Professional Services

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price
ProService Hourly Rate	**PS-225**	**1,120**	**$180.00**	**Each**	**$201,600.00**

Professional Services Sub-Total: **$201,600.00**

Price Includes First year of Maintenance and Support ***Grand Total: (REFLECTS ACROSS THE BOARD DISCOUNT)***	***$595,323.20***
****Additional Years of Maintenance are $64,924.64***	

Notes:

EFT Remittance:

Avolve Software / Compass
Bank Routing
[redacted]

NAME:_____

TITLE:_____

SIGNATURE: _____

DATE:_____

By signing this Sales Order form, customer acknowledges and agrees to Avolve's Software License, Software Maintenance, and Professional Services Agreements and Exhibits incorporated therein, including the Support Process and Service Level Agreement and Avolve University Training Terms and Conditions. Customer acknowledges that it has been provided reasonable access to the applicable documents listed here. Avolve software reserves the right to make corrections, and resubmit, in the case of errors or omissions made by Avolve on this Sales Order form.

EXHIBIT 2 – SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT

Avolve is determined to deliver the very best technical support services to its customer. Well-designed support systems and processes are essential to timely issue resolution. Avolve's current support process and service level commitments are defined below.

Support Portal. Avolve provides technical support through its Support Portal (http://support.avolvesoftware.com). All issues must first be logged using the portal. Upon signing the Avolve Maintenance Agreement, customer personnel receive Support Portal login credentials. After a login is received, the customer may enter, track, update, and report on trouble ticket as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. Customers with a support contract receive assistance during Avolve′s normal working hours of 7:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Arizona Standard Time.

On-Site Emergency Support. Customers may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Severity Level	Definition	Acknowledgement	Resolution Commitment
Priority 1 High	An error that causes a catastrophic failure substantially impacting Customer's business.	1 Hour	Avolve and Customer will commit fulltime resources for problem resolution, to obtain workaround, or reduce the severity of the error.
Priority 2 Medium	An error that causes Avolve product to fail without significant business impact or causes a substantial reduction in performance.	24 Hours	Avolve and Customer will commit fulltime resources during normal business hours for problem resolution, to obtain a workaround, or reduce the severity of the error.
Priority 3 Low	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours for problem resolution.
Questions and Enhance-ment Requests	A service request for a new feature, additional documentation, or an explanation of product functionality.	Within 5 Business Days	Avolve and Customer will provide resources during normal business hours to address request. Enhancement requests will be logged and sent to Avolve development for review and possible incorporation into the Software.

- Acknowledgement. Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point.
- Status Updates. During the problem determination and resolution process, Customers receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution.
- Resolution. In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.
- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Technical Support with request.

Releases Included. The Avolve Maintenance Agreement makes all minor and maintenance software releases available to the Customer at no additional charge. Avolve reserves the right to charge upgrade fees for major releases or major ancillary program components.

Maintenance releases generally refer to versions of the software that fix bugs or support new operating system and database platforms. Minor releases may also mean bug fixes and platform updates, but typically include minor product enhancements as well. Major releases include major product enhancements or new features and are designated by an increment in the whole number of the release.

Exclusions. The Avolve Support Process and Service Level Agreement does not include the following conditions.

- Software that is altered or modified other than as approved in writing by Avolve.
- Any Software that is not the current major release or immediately previous major release with most current minor update.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by Licensee custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and Licensee's Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with ProjectDox.
- Problems caused by the lack of updates/upgrades of 3rd party applications integrated with ProjectDox.

Customer's Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Avolve requests that the Customer designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to the Problem Determination and Resolution commitments made in the previous table.

Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Avolve requests that Customers provide it technical support personnel reasonable, remote access capabilities into Customer's system's running the Software. Customer will also be asked from time to time to provide reasonable supporting data to aid in the identification and resolution of the issue.

Customer shall be under no obligation to provide Avolve unrestricted acess to "Personal Identifying Information," or "Sensitive Personal Information," as those terms are defined in Section 521.002 of the Texas Business and Commerce Code, as may be amended.

EXHIBIT 3 – AVOLVE UNIVERSITY TERMS AND CONDITIONS

1. **Enrollment -** A course description is provided for distribution to potential attendees. Avolve recommends that only those who have the appropriate prerequisite skills participate in the course. Three weeks before scheduled training, Avolve contacts the customer to determine the final number of students attending. Training will be limited to the number of seats available in a particular facility, with a maximum of 10 students unless otherwise mutually agreed upon. Additional students at time of class will admitted as deemed reasonable and will incur an additional per student cost to be determined.

2. **Class Roster Requirements -** Customers receive a hard-copy roster sheet with your confirmation pack. Students should complete the attendance verification for invoicing and certification purposes. Give the completed forms to your instructor. If requested, certificates of accomplishment can be sent to you after the training as long as you have provided all pertinent student information.

3. **Course Materials –** Avolve provides one copy of course materials for each attendee. Please note that all training materials are copyrighted and that duplication is not permitted. Copies may be electronic or paper, Avolve University will decide based on the class logistics. Any video or images supplied by Avolve for training purposes are copyrighted and may not be duplicated, distributed, or broadcast for any purpose.

4. **Course Hours -** Standard course hours are from 9 a.m. to 5 p.m. daily, with 15-minute breaks in the morning and afternoon and one hour for lunch. The last day of the training ends at 4 p.m. If this does not fit your normal work schedule, please notify the Avolve Education account representative to make necessary changes.

5. **Software Requirements –** Customer is responsible for ensuring that the software required to conduct the training (if any) is properly licensed, installed, and available for access as necessary. Customer should contact the Avolve Education account representative to ensure that the necessary software and related components are available.

6. **Class Facilities –** Customer is responsible for furnishing all facilities and equipment required to conduct the training, including but not limited to computer terminals, audiovisual equipment and classroom space.

7. **Nondisclosure -** Avolve must receive any nondisclosure documents three weeks prior to any service. No training provider has the authority to sign a nondisclosure agreement on Avolve's behalf upon arrival for training.

8. **Payment and Expenses –** Payment is due, in full, at or prior to time of scheduling. Travel expenses for Avolve staff are additional. Expenses include round-trip coach airfare, rental car including gas or local transportation, hotel and per diem meal expenses.

9. **Cancellation Policy -** Customer must cancel no later than 21 days before the scheduled training start date to avoid a 25 percent cancellation penalty (25 percent of the published applicable fee). To cancel, customer should call the Avolve Education account representative. Avolve will work on a best effort basis to schedule alternative dates. Rescheduling training less than 21 days prior to the original start date is considered a cancellation of training, and the 25 percent penalty will be charged. In addition, please note that if nonrefundable airline tickets have been purchased at your request for Avolve staff, customer will be responsible for these expenses.

   The City of Austin can change out class participants at any time, if needed.

10. **Recording Devices -** With the exception of accommodations made for disabled students and/or other separate written agreements between parties, Avolve strictly prohibits the use of audio or video recording devices during training.

Exhibit B

Milestone Payment Schedule

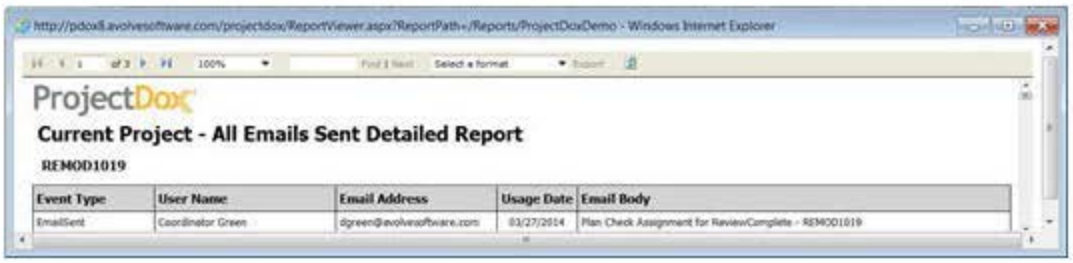
Phase	Deliverable or Activity	Reference		Pymt Percent	Pymt Amt	Notes
Phase 1 (LUR)						
	Initial Software Licensing Payment		Software	70%	$210,926.24	
Assessment Phase						
	Kick Off					
	Project Schedule	0500 Sec 3.2				
	Readiness Assessment and Review	Avolve pg 53	Services	10%	$ 20,100.00	Avolve must receive written approval from the City of Austin, that phase has been successfully completed, before payment is made.
	Installation and Configuration					
	System sizing and architecture; LAN / WAN assessment	0500 Sec 3.2				
	Install and configure software	Avolve pg 53				
	Systems test	Avolve pg 53	Services	10%	$ 20,100.00	Concurrent or shortly after Kickoff. Avolve must receive written approval from the City of Austin that phase has been successfully completed, before payment is made.
	Planning					
	Subject Matter Expert Training	Avolve Page 61	Training	11%	$ 10,400.00	
	Review use case models; define integrations	0500 Sec 3.2				
	Determine reporting needs	0500 Sec 3.2				
	Solution Design Document (SDD)	0500 Sec 3.2	Services	10%	$ 20,100.00	A detailed SOW will be submitted to the City of Austin for review and approval. Avolve must receive written approval from the City of Austin that phase has been successfully completed, before payment is made.
Design Phase						
	Recovery test plan and procedures	Tech reqs 4.5				
	Architecture diagram	0500 Sec 3.2				
	Entity Relationship Diagram (ERD)	0500 Sec 3.2				
	Data dictionary for integrations	0500 Sec 3.2				
	Unit, system and integration and regression testing	0500 Sec 3.2				
	Performance testing	0500 Sec 3.2				
	Disaster recovery testing	Tech reqs 4.5				
	Rectify security defficiencies	0500 Sec 3.2				
	User Acceptance Training	Avolve Page 61	Training	11%	$ 10,400.00	
Deployment and Optimization Phases						
	End User / Manager Training	Avolve Page 61	Training	27%	$ 25,400.00	
	Documentation	Avolve pg 54				
	Production environment installation and configuration	Avolve pg 54				
	Community Outreach	Avolve Page 61	Training	0%	$ -	Free Per Contract
	Pilot Kick Off Training	Avolve Page 61	Training	0%	$ -	Free Per Contract
	Soft launch / Pilot	Avolve pg 53				
	Optimization / Performance tuning	0500 Sec 3.2; Avolve pg 54				Refinements agreed upon during Pilot.
	Successful completion of Pilot	Clarifications	Services	15%	$ 30,150.00	Avolve must receive written approval from the City of Austin that phase has been successfully completed, before payment is made.
	Full deployment	Avolve pg 53				
	Final Software Licensing Payment		Software	30%	$90,396.96	

Phase 2 (Res and Com)						
Assessment Phase						
	Subject Matter Expert Training	Avolve Page 61	Training	11%	$ 10,400.00	
	Solution Design Document (SDD)	0500 Sec 3.2	Services	10%	$ 20,100.00	A detailed SOW will be submitted to the City of Austin for review and approval. Avolve must receive written approval from the City of Austin that phase has been successfully completed, before payment is made.
Design Phase						
	User Acceptance Training	Avolve Page 61	Training	11%	$ 10,400.00	
	Unit, system and integration and regression testing	0500 Sec 3.2				
	User Acceptance Testing (UAT)	Supp reqs 2.0	Services	20%	$ 40,200.00	Avolve must receive written approval from the City of Austin that phase has been successfully completed, before payment is made.
Deployment and Optimization Phases						
	End User / Manager Training	Avolve Page 61	Training	27%	$ 25,400.00	
	Documentation					
	Community Outreach	Avolve Page 61	Training	0%	$ -	Free Per Contract
	Pilot Kick Off Training	Avolve Page 61	Training	0%	$ -	Free Per Contract
	Soft launch / Pilot	Clarifications				
	Optimization / Performance tuning	0500 Sec 3.2; Avolve pg 54				Refinements agreed upon during Pilot.
	Successful completion of Pilot					
	Full deployment					
Go Live (Phase 2) and Close Out						
	Post implementation support (90 days)	0500 Sec 3.2				
	Project Close Out	Avolve pg 53	Services	10%	$ 20,700.00	90 days after Phase 2 Full Deployment. Avolve must receive written approval from the City of Austin that phase has been successfully completed, before payment is made.
			Services	**100%**	$ 201,600.00	
			Training	**100%**	$ 92,400.00	
			Software	**100%**	$ 301,323.20	
			TOTAL		$ 595,323.20	

Exhibit B
Project Standard Reports

PROJECT STANDARD REPORTS

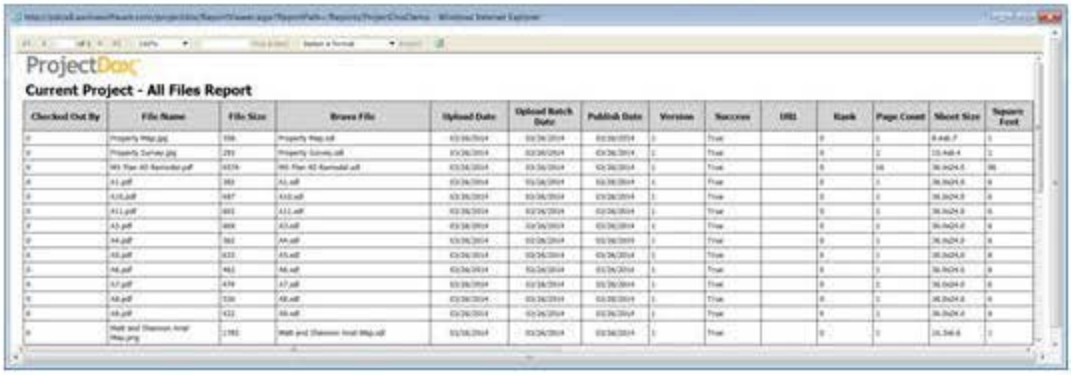
1. Current Project – All Emails Sent Detailed Report



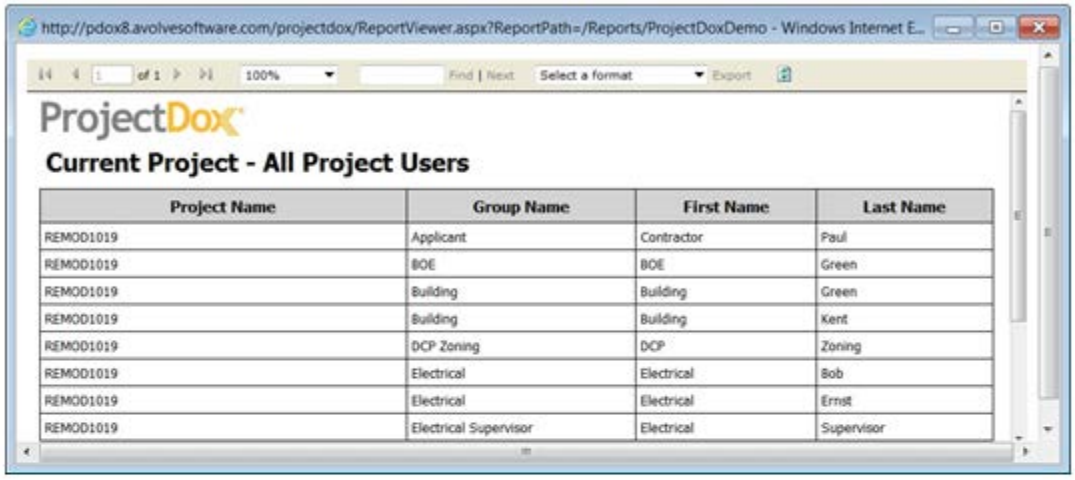
2. Current Project – All Emails Sent Summary Report



3. Current Project – All Files Report

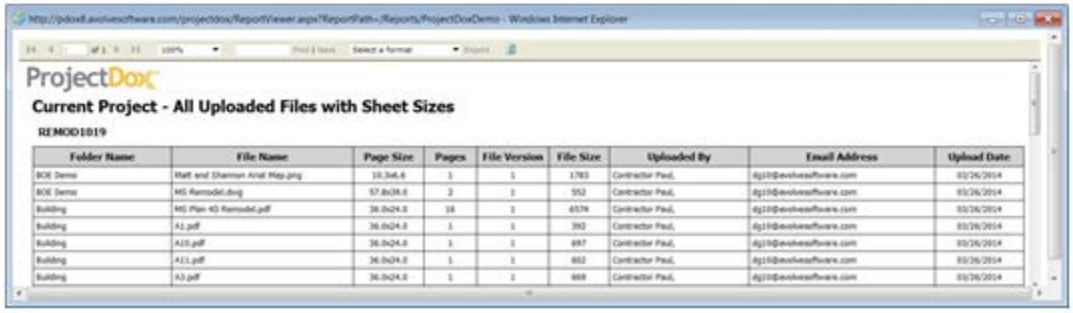


4. Current Project – All Project Users Report

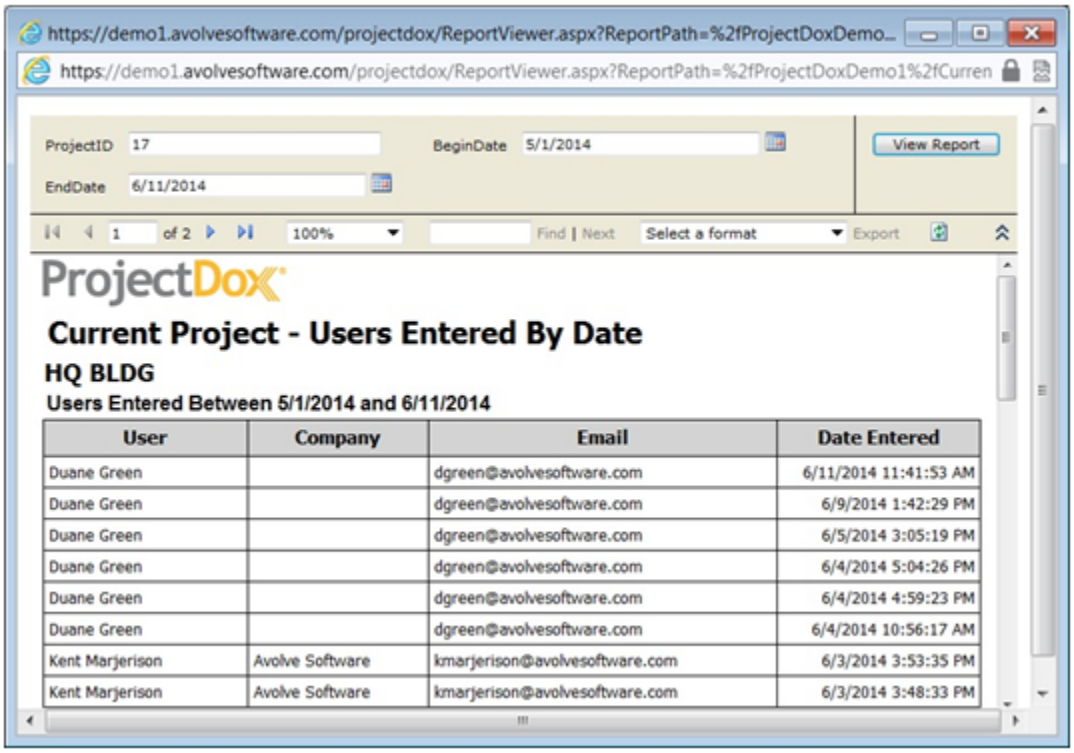


Project Name	Group Name	First Name	Last Name
REMOD1019	Applicant	Contractor	Paul
REMOD1019	BOE	BOE	Green
REMOD1019	Building	Building	Green
REMOD1019	Building	Building	Kent
REMOD1019	DCP Zoning	DCP	Zoning
REMOD1019	Electrical	Electrical	Bob
REMOD1019	Electrical	Electrical	Ernst
REMOD1019	Electrical Supervisor	Electrical	Supervisor

5. Current Project – All Uploaded Files with Sheet Sizes Report

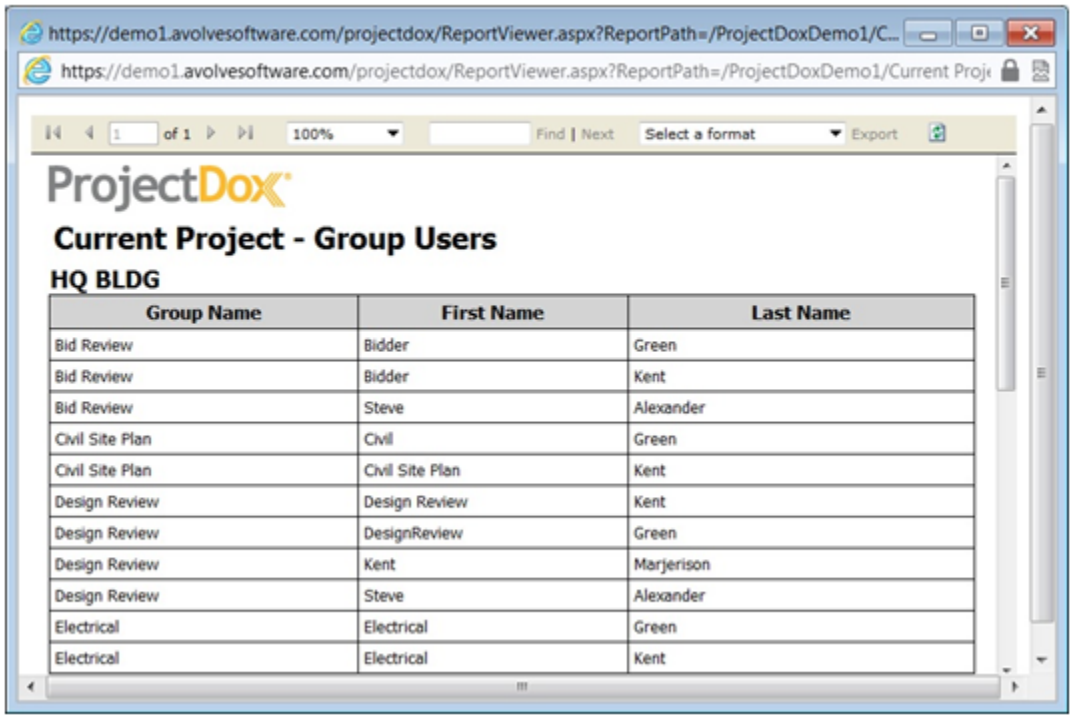


6. Current Project – Users Entered by Date Report



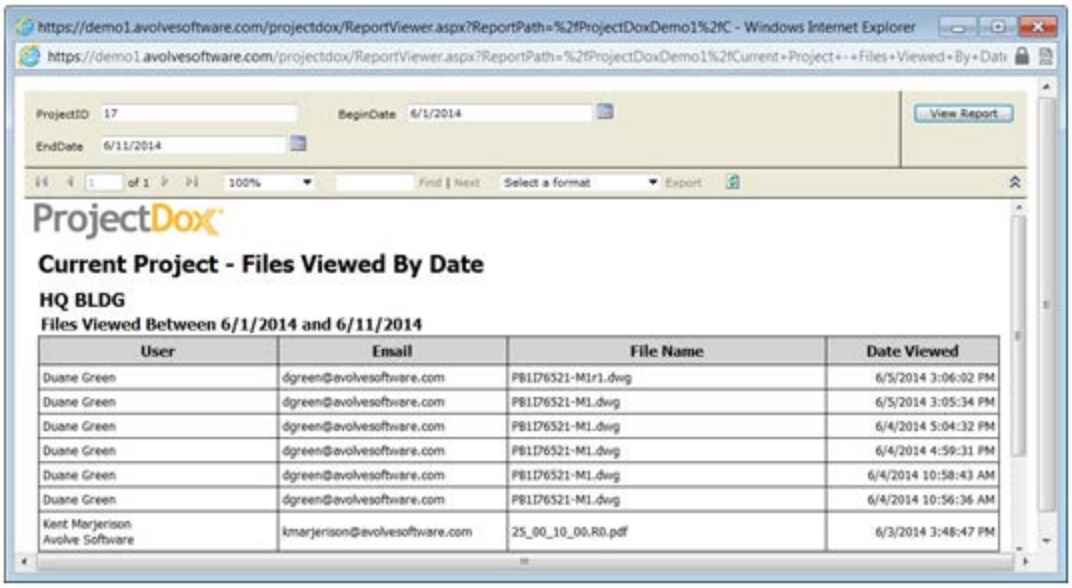
User	Company	Email	Date Entered
Duane Green		dgreen@avolvesoftware.com	6/11/2014 11:41:53 AM
Duane Green		dgreen@avolvesoftware.com	6/9/2014 1:42:29 PM
Duane Green		dgreen@avolvesoftware.com	6/5/2014 3:05:19 PM
Duane Green		dgreen@avolvesoftware.com	6/4/2014 5:04:26 PM
Duane Green		dgreen@avolvesoftware.com	6/4/2014 4:59:23 PM
Duane Green		dgreen@avolvesoftware.com	6/4/2014 10:56:17 AM
Kent Marjerison	Avolve Software	kmarjerison@avolvesoftware.com	6/3/2014 3:53:35 PM
Kent Marjerison	Avolve Software	kmarjerison@avolvesoftware.com	6/3/2014 3:48:33 PM

7. Current Project – All Group Users Report



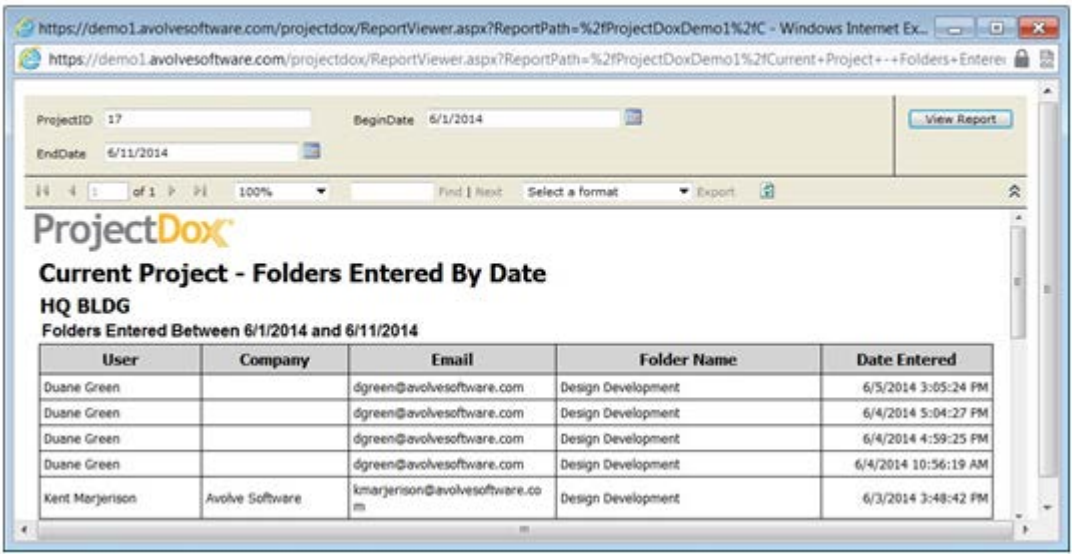
Group Name	First Name	Last Name
Bid Review	Bidder	Green
Bid Review	Bidder	Kent
Bid Review	Steve	Alexander
Civil Site Plan	Civil	Green
Civil Site Plan	Civil Site Plan	Kent
Design Review	Design Review	Kent
Design Review	DesignReview	Green
Design Review	Kent	Marjerison
Design Review	Steve	Alexander
Electrical	Electrical	Green
Electrical	Electrical	Kent

8. Current Project – Files Viewed by Date Report

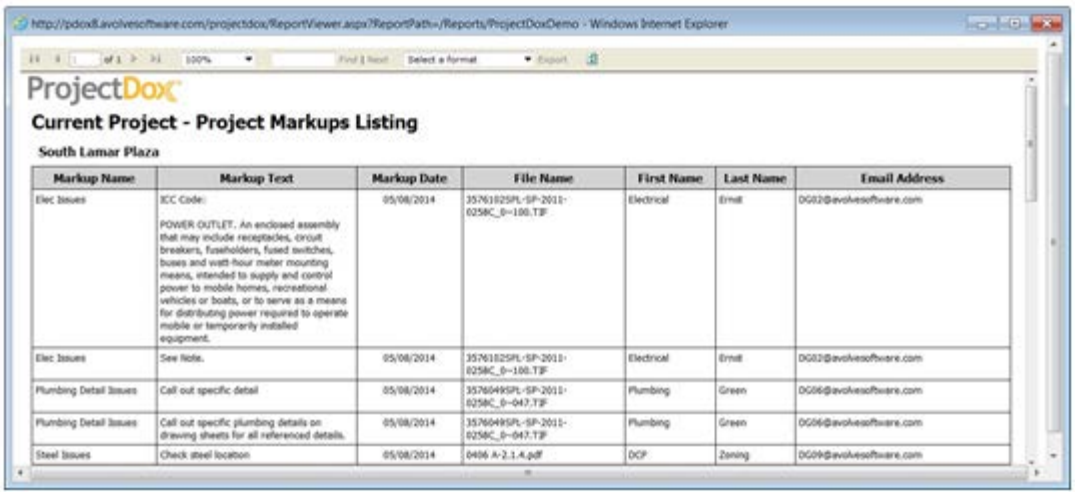


User	Email	File Name	Date Viewed
Duane Green	dgreen@avolvesoftware.com	PB1D76521-M1r1.dwg	6/5/2014 3:06:02 PM
Duane Green	dgreen@avolvesoftware.com	PB1D76521-M1.dwg	6/5/2014 3:05:34 PM
Duane Green	dgreen@avolvesoftware.com	PB1D76521-M1.dwg	6/4/2014 5:04:32 PM
Duane Green	dgreen@avolvesoftware.com	PB1D76521-M1.dwg	6/4/2014 4:59:31 PM
Duane Green	dgreen@avolvesoftware.com	PB1D76521-M1.dwg	6/4/2014 10:58:43 AM
Duane Green	dgreen@avolvesoftware.com	PB1D76521-M1.dwg	6/4/2014 10:56:36 AM
Kent Marjerison Avolve Software	kmarjerison@avolvesoftware.com	25_00_10_00.R0.pdf	6/3/2014 3:48:47 PM

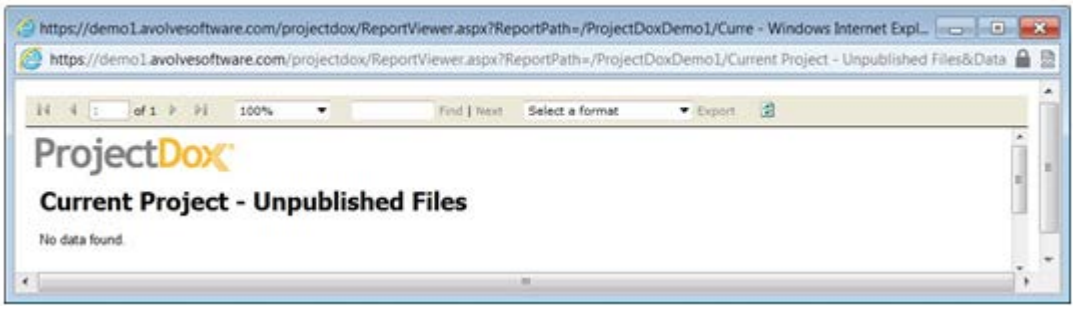
9. Current Project – Folders Entered by Date Report



10. Current Project – Project Markups Listing Report

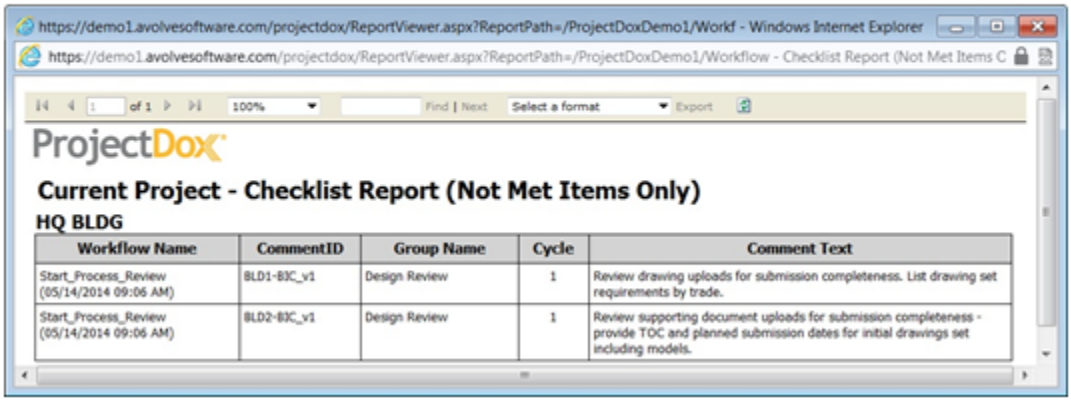


11. Current Project – Unpublished Files Report



WORKFLOW GENERATED REPORTS FOR A PROJECT

12. Current Project – Checklist Report (Not Met Items Only)



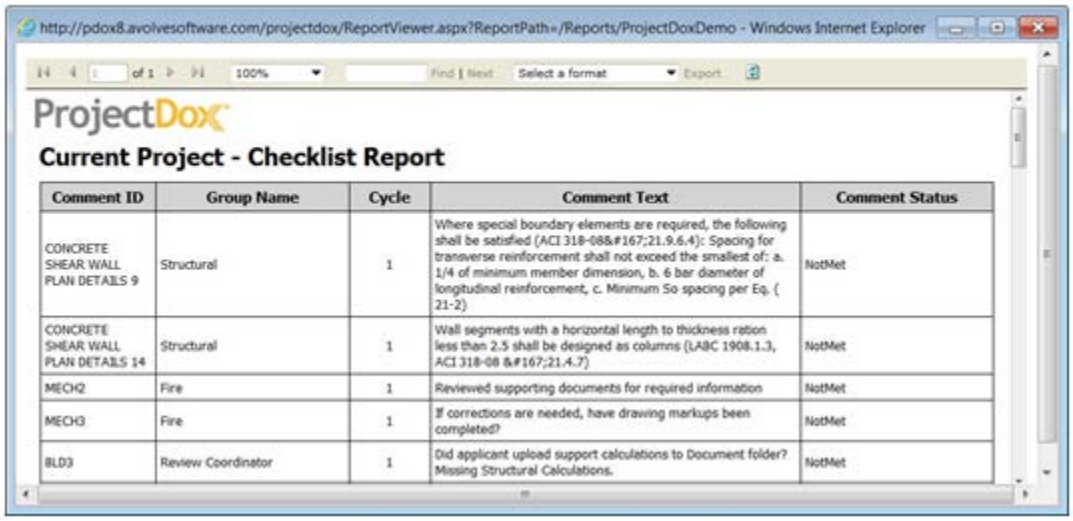
ProjectDox

Current Project - Checklist Report (Not Met Items Only)

HQ BLDG

Workflow Name	CommentID	Group Name	Cycle	Comment Text
Start_Process_Review (05/14/2014 09:06 AM)	BLD1-B3C_v1	Design Review	1	Review drawing uploads for submission completeness. List drawing set requirements by trade.
Start_Process_Review (05/14/2014 09:06 AM)	BLD2-B3C_v1	Design Review	1	Review supporting document uploads for submission completeness - provide TOC and planned submission dates for initial drawings set including models.

13. Current Project – Checklist Report (All Items)

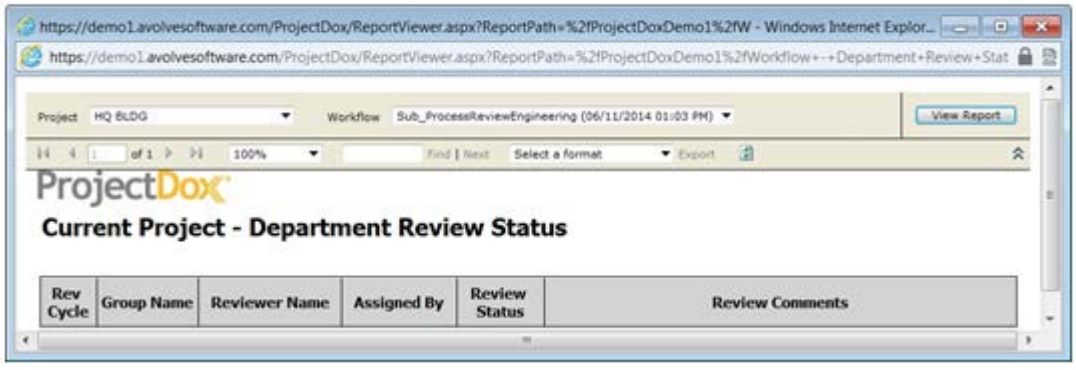


ProjectDox

Current Project - Checklist Report

Comment ID	Group Name	Cycle	Comment Text	Comment Status
CONCRETE SHEAR WALL PLAN DETAILS 9	Structural	1	Where special boundary elements are required, the following shall be satisfied (ACI 318-08§21.9.6.4): Spacing for transverse reinforcement shall not exceed the smallest of: a. 1/4 of minimum member dimension, b. 6 bar diameter of longitudinal reinforcement, c. Minimum So spacing per Eq. (21-2)	NotMet
CONCRETE SHEAR WALL PLAN DETAILS 14	Structural	1	Wall segments with a horizontal length to thickness ration less than 2.5 shall be designed as columns (LABC 1908.1.3, ACI 318-08 §21.4.7)	NotMet
MECH2	Fire	1	Reviewed supporting documents for required information	NotMet
MECH3	Fire	1	If corrections are needed, have drawing markups been completed?	NotMet
BLD3	Review Coordinator	1	Did applicant upload support calculations to Document folder? Missing Structural Calculations.	NotMet

14. Current Project – Department Review Status Report

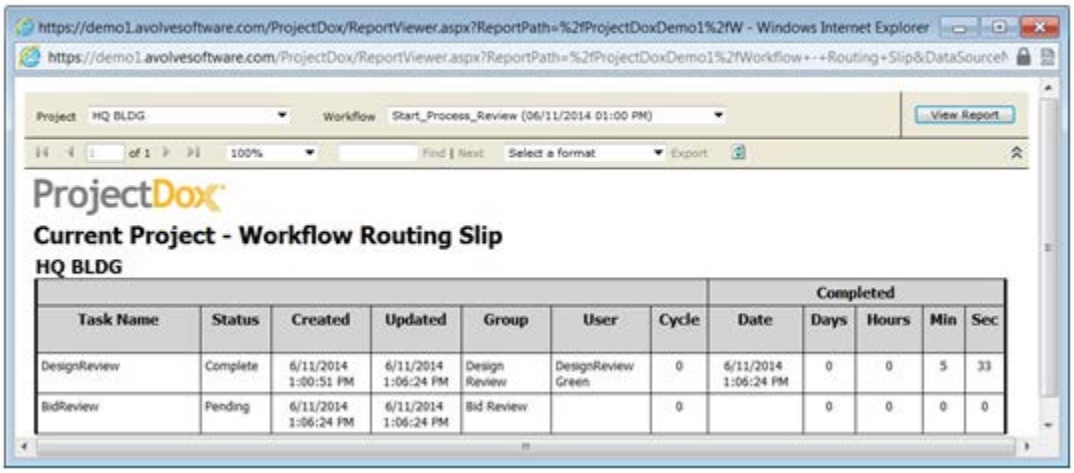


ProjectDox

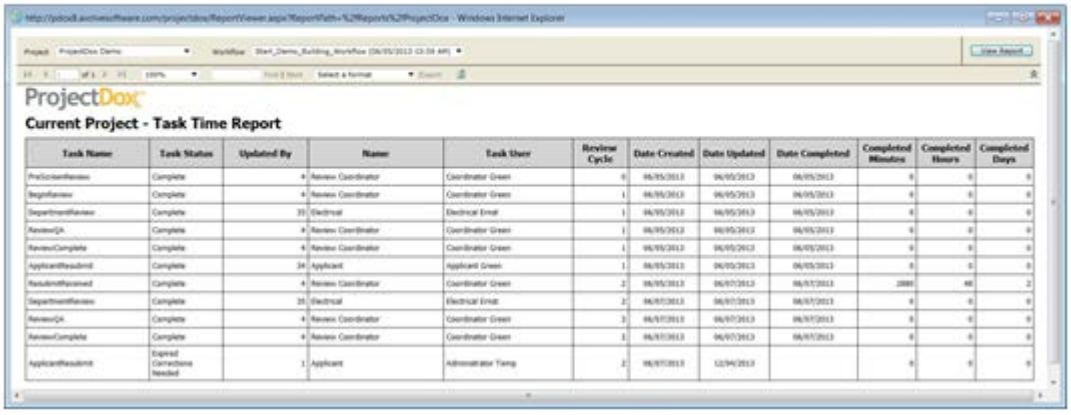
Current Project - Department Review Status

Rev Cycle	Group Name	Reviewer Name	Assigned By	Review Status	Review Comments

15. Current Project – Workflow Routing Slip Report



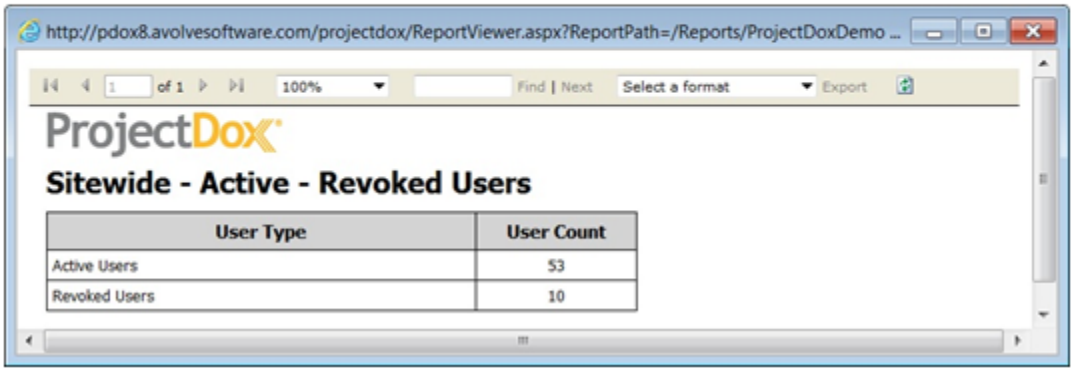
16. Current Project – Workflow Task Time Report



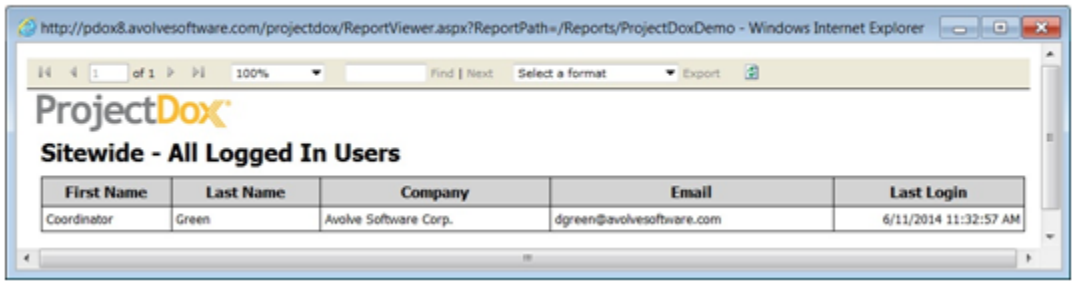
ADMINISTRATOR/SITEWIDE REPORTS

These reports typically show as site-wide meaning they are typically prefixed with Sitewide.

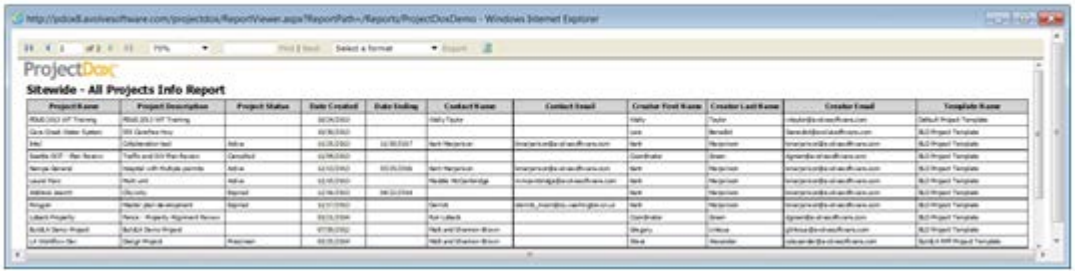
17. Active and Revoked User Counts Report



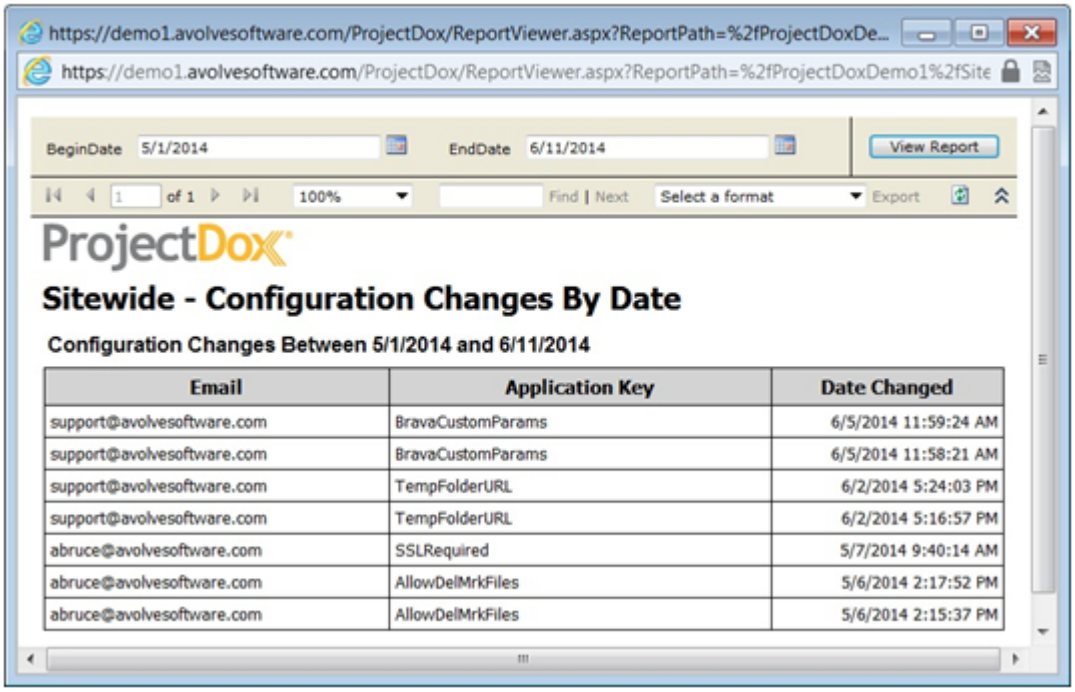
18. All Logged In Users Report



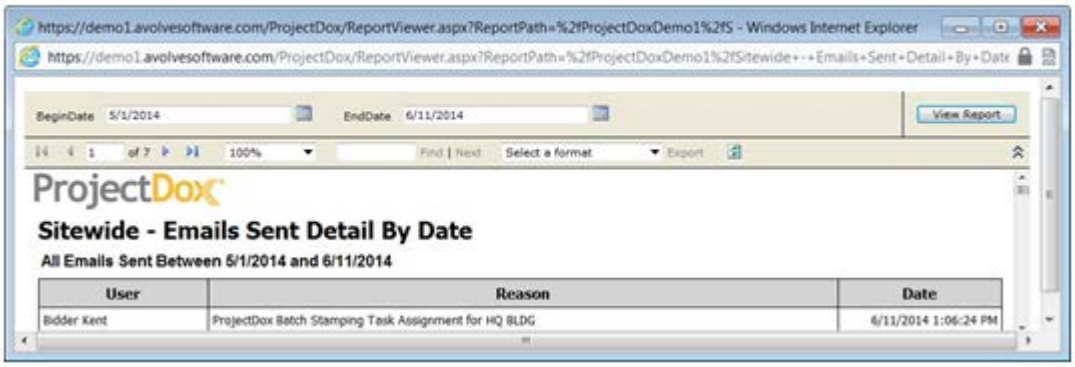
19. All Projects Info Report



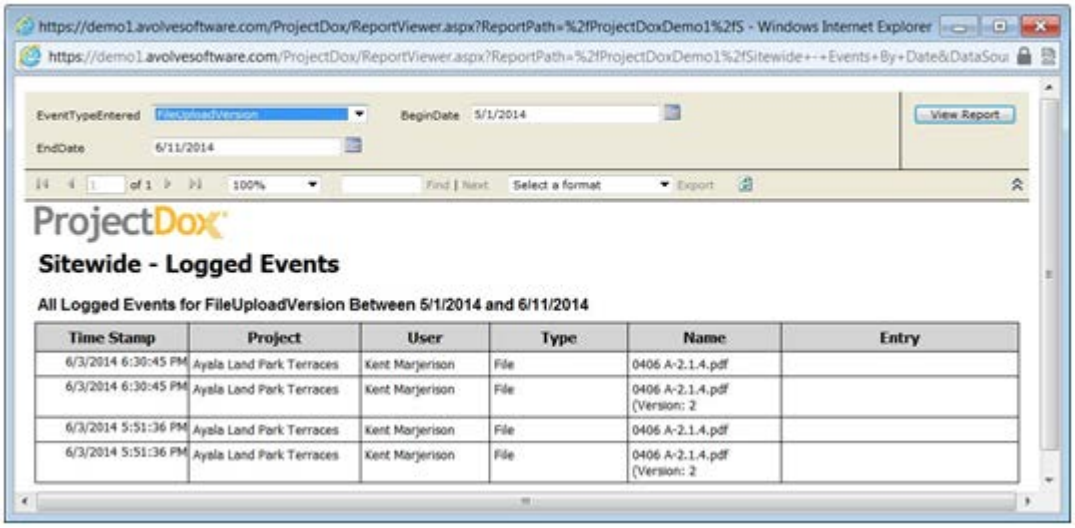
20. Configuration Changes By Date Report



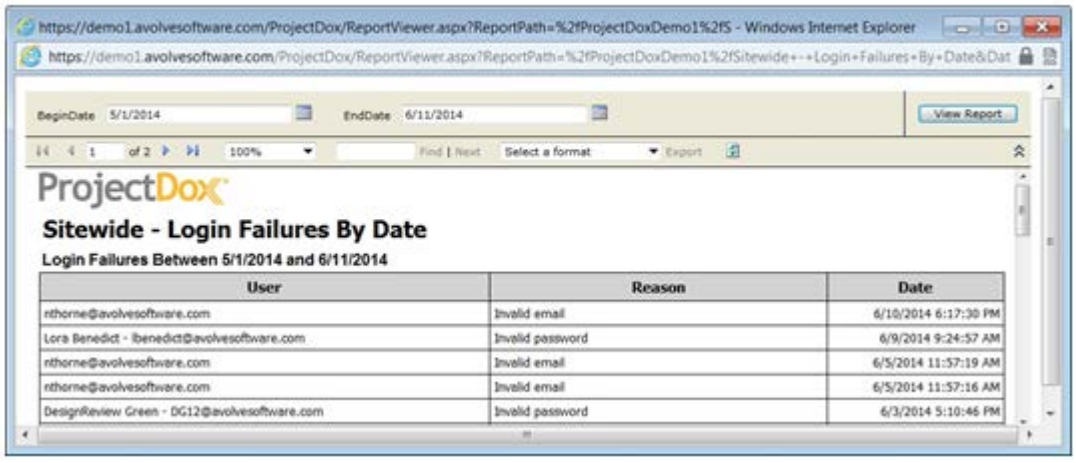
21. Emails Sent Detail By Date Report



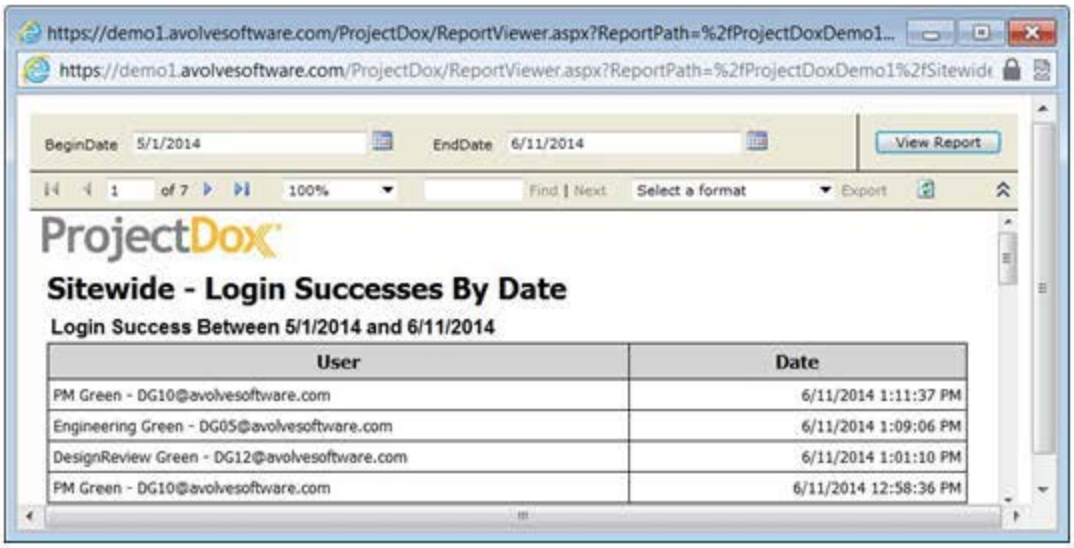
22. Events By Date Report



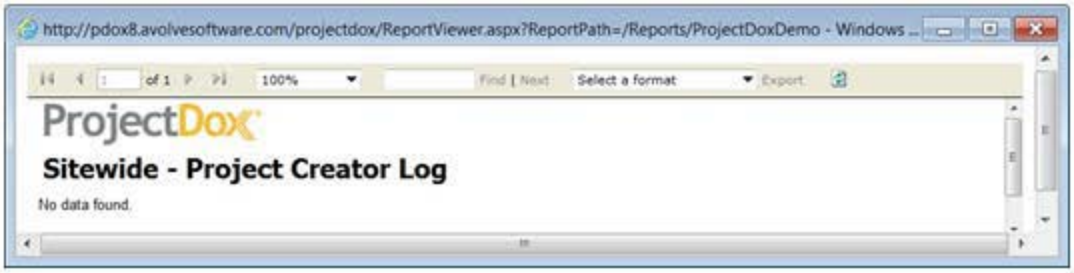
23. Login Failures By Date Report



24. Login Success By Date Report



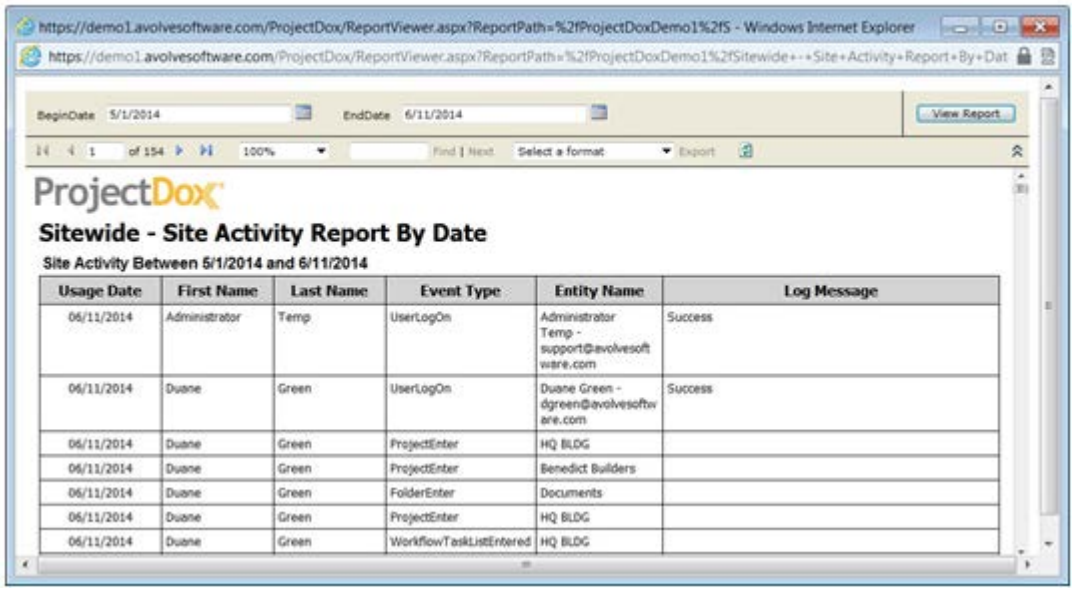
25. Project Creator Log Report



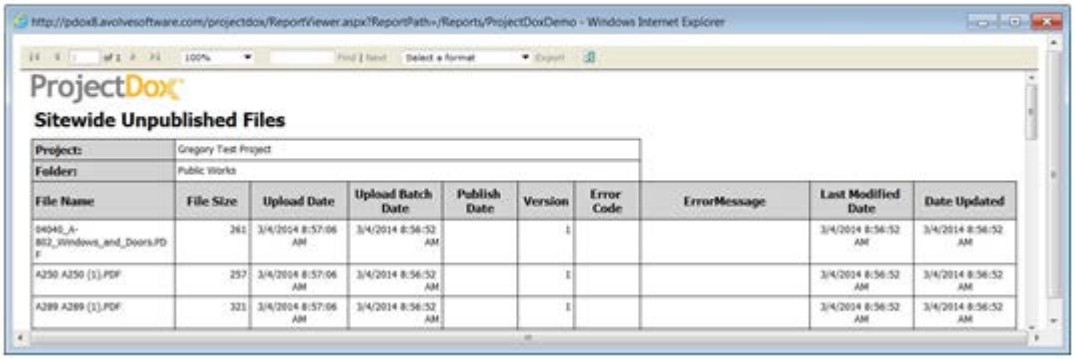
26. Project Creator Errors Report



27. Site Activity By Date Report



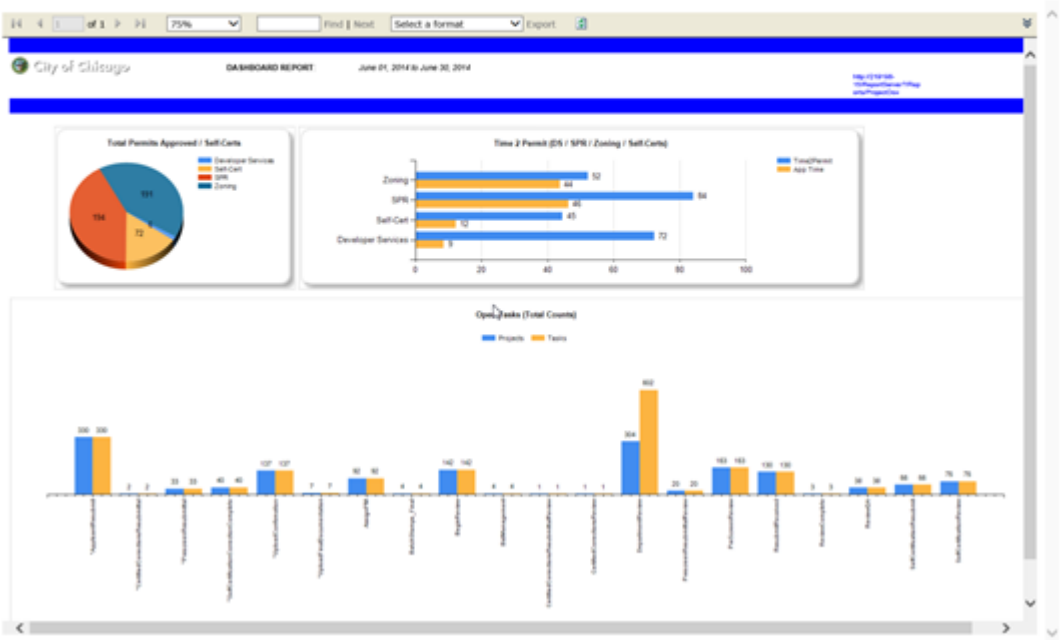
28. Unpublished Files Report



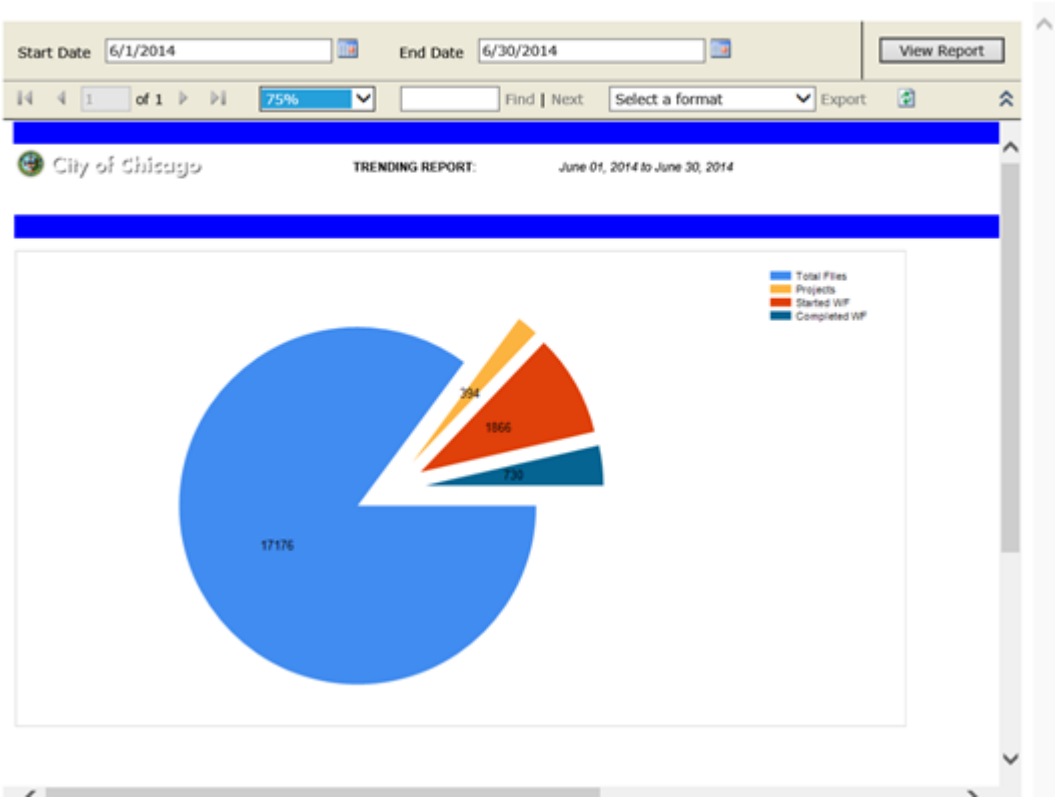
CUSTOM DASHBOARD REPORTS (examples)

These reports are examples of customer requested custom dashboard reports that can be developed.

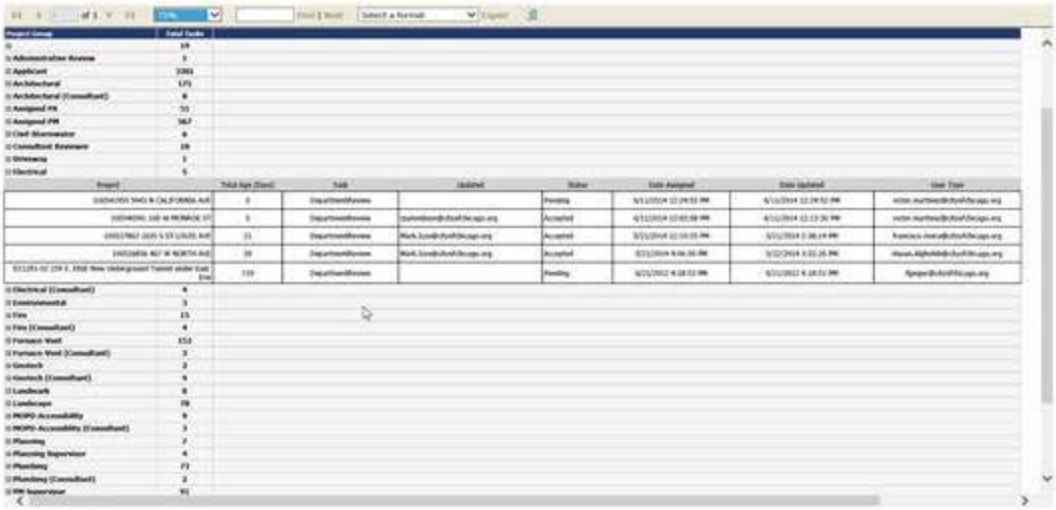
1. Sitewide - Dashboard Report



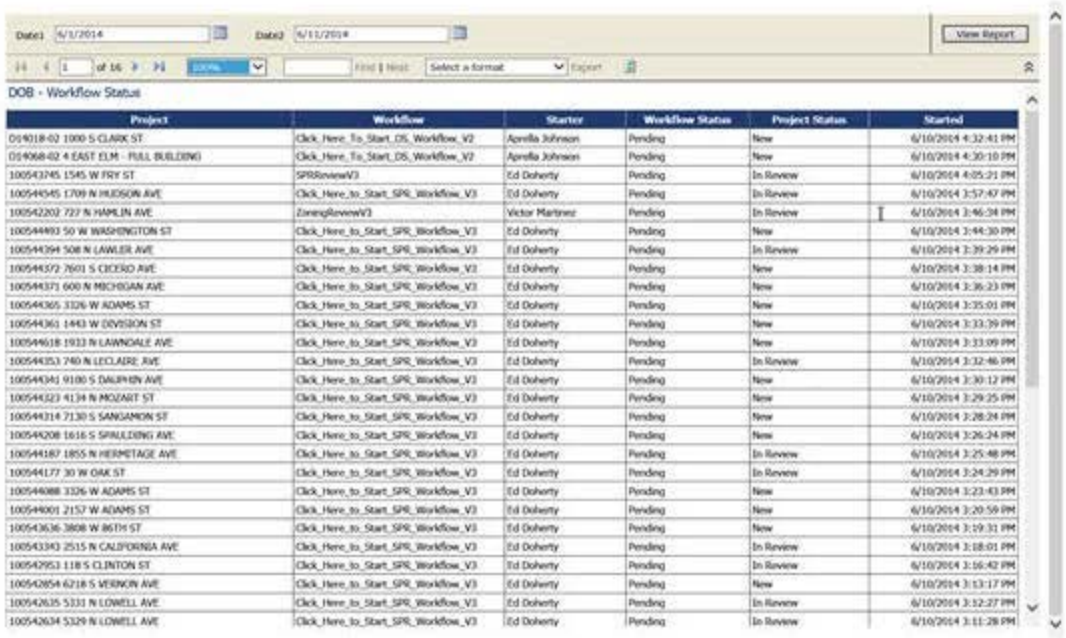
2. Sitewide - Trending Report



3. Sitewide - Workflow Task Aging Report



4. Sitewide - Workflow Status Report



Date1 6/1/2014 Date2 6/11/2014 View Report

1 of 16 100% Find | Next Select a format Export

DOB - Workflow Status

Project	Workflow	Starter	Workflow Status	Project Status	Started
019018-02 1000 S CLARK ST	Click_Here_To_Start_DS_Workflow_V2	Aprella Johnson	Pending	New	6/10/2014 4:32:41 PM
019068-02 4 EAST ELM - FULL BUILDING	Click_Here_To_Start_DS_Workflow_V2	Aprella Johnson	Pending	New	6/10/2014 4:30:10 PM
100543745 1545 W FRY ST	SPRReviewV3	Ed Doherty	Pending	In Review	6/10/2014 4:05:21 PM
100544545 1709 N HUDSON AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:57:47 PM
100542202 727 N HAMLIN AVE	ZoningReviewV3	Victor Martinez	Pending	In Review	6/10/2014 3:46:34 PM
100544493 50 W WASHINGTON ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:44:30 PM
100544294 508 N LAWLER AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:39:29 PM
100544372 7601 S CICERO AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:38:14 PM
100544371 600 N MICHIGAN AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:36:23 PM
100544365 3326 W ADAMS ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:35:01 PM
100544361 1443 W DIVISION ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:33:39 PM
100544618 1933 N LAWNDALE AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:33:09 PM
100544353 740 N LECLAIRE AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:32:46 PM
100544341 9100 S DAUPHIN AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:30:12 PM
100544323 4134 N MOZART ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:29:25 PM
100544314 7130 S SANGAMON ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:28:24 PM
100544208 1616 S SPAULDING AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:26:24 PM
100544187 1855 N HERMITAGE AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:25:48 PM
100544177 30 W OAK ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:24:29 PM
100544088 3326 W ADAMS ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:23:43 PM
100544001 2157 W ADAMS ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:20:59 PM
100543636 3808 W 86TH ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:19:31 PM
100543343 2515 N CALIFORNIA AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:18:01 PM
100542953 118 S CLINTON ST	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:16:42 PM
100542854 6218 S VERNON AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	New	6/10/2014 3:13:17 PM
100542635 5331 N LOWELL AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:12:27 PM
100542634 5329 N LOWELL AVE	Click_Here_to_Start_SPR_Workflow_V3	Ed Doherty	Pending	In Review	6/10/2014 3:11:28 PM

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.

3. **Appropriate**, **Appropriated**, or **Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.

5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.

6. **Best Offeror** - the Offeror submitting the Best Offer.

7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.

8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

9. **Bid Guaranty** – a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.

10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted.

11. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.

12. **City** - the City of Austin, a Texas home-rule municipal corporation.

13. **Compliance Plan** - is defined in chapter 2-9 of the City Code.

14. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.

15. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

    A. any exceptions to the Offer accepted in writing by the City
    B. the Supplemental Purchase Terms and Conditions

C. the Standard Purchase Terms and Conditions
D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

16. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.

17. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.

18. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.

19. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.

20. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.

21. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.

22. **Goods** - supplies, materials, or equipment.

23. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.

24. **Highest Responsible Offeror** - the Offeror submitting the “Highest Responsible Offer.”

25. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.

26. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.

27. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

28. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.

29. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.

30. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.

31. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

32. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.

33. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.

34. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.

35. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.

36. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.

37. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.

38. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

39. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.

40. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.

41. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

42. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.

43. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.

44. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.

45. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.

46. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.

47. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.

48. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

49. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.

50. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.

51. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

52. **Responsive** - meeting all the requirements of a Solicitation.

53. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.

54. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.

55. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.

56. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.

57. **Vendor** - a person, firm, or entity that sells Goods and/or Services.

58. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

    A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

    B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0120

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 5:00 pm on March 3, 2014 either via fax at (512) 974-2388 or email at shawn.willett@austintexas.gov.

2. **PRE-PROPOSAL MEETING**

   A pre-proposal meeting will be held on February 21, 2014 at 10:30 AM

   Location: One Texas Center
   505 Barton Springs Road, Room #325
   Austin, Texas 78704

   *This meeting is not mandatory however attendance is strongly suggested

3. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

      City of Austin Purchasing Office
      P. O. Box 1088
      Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage

(b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
   (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
   (b) Contractor/Subcontracted Work.
   (c) Products/Completed Operations Liability for the duration of the warranty period.
   (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of $1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for the initial purchase and implementation and after final acceptance by the City of Austin, may be extended thereafter for up to five additional twelve month periods for maintenance and support, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **CODE INTEGRITY:** Proposers will warrant that their software does not and will not contain any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door (including year 2000), that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming the City's software, any computers, networks, data or other electronically stored information, or computer programs or systems (collectively, "disabling procedures"). If the solution incorporates into the City's software programs or routines supplied by other Vendors, licensors or contractors, the Proposer shall obtain comparable warranties from such providers or shall take appropriate action to ensure that such programs or routines are free of disabling procedures. Notwithstanding any other limitations in this agreement, the Proposer agrees to notify the City immediately upon discovery of any disabling procedures that are or may be included in the software, and, if disabling procedures are discovered or reasonably suspected to be present in the software, the Proposer agrees to take action immediately, at its own expense, to identify and eradicate such disabling procedures and carry out any recovery necessary to remedy any impact of such disabling procedures.

6. **SOURCE CODE ESCROW AGREEMENT:** At the City of Austin's option, the Contractor's source code shall be placed in escrow deposit with a nationally recognized escrow firm for the benefit of the City of Austin. Escrow deposits by the Contractor shall be kept current with all modifications, releases and fixes throughout the life of the System. Break out this cost separately in your cost proposal.

7. **LOCATIONS:** The work required by this RFP will require the Vendor to perform work and/or visit the following locations:

One Texas Center - 505 Barton Springs Rd., Austin Texas 78704
Austin Housing Authority - 1124 Riverside Dr., Austin Texas

City expects that work related to this RFP will be performed remotely by Vendor and/or On-Site at the locations specified above. All requirements gathering sessions, meetings, prototype sessions, demonstrations, testing will be performed On-Site at City offices in Austin, Texas.

If Vendor proposes to perform any work remotely that requires access to City network resources, Vendor shall complete City's remote access forms at least 30 days prior to remote access being required.

8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Management
Attn:	Stacey Wuest
Address	1124 South IH 35, Suite 300
City, State Zip Code	Austin, Texas 78704

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be $1000 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of $1000 per calendar day for each calendar day of delay.

10. **RETAINAGE:** The City will withhold ten percent (10%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

11. **LIVING WAGES**

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is $11.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages Employee Certification**

included in the Solicitation) for all employees directly assigned to the contract. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.

F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

12. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

13. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a

Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

15. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300)

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

16. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract for maintenance and support and hourly wages shall remain firm for the first twelve month option period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed five percent (5%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
   (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

   (1) Utilize final Compilation data instead of Preliminary data
   (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:**

Weight % or $ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU34	
X Not Seasonally Adjusted	☐ Seasonally Adjusted
Group: Software Publishing	
Item: Software Publishing Base Date : 200906	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Maintenance Fees/Hourly rates	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

17. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

18. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Stacey Wuest

IT Project Manager

(512) 974-2584

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

0500 SCOPE OF WORK TABLE OF CONTENTS

1.0 INTRODUCTION 2

1.1 PURPOSE OF REQUEST FOR PROPOSAL 2
1.2 BUSINESS GOALS 2

2.0 DESCRIPTION OF CURRENT STATE 3

2.1 CURRENT BUSINESS PROCESS AND ENVIRONMENT 3
2.2 CURRENT SYSTEM ENVIRONMENT 3

3.0 PROJECT SCOPE 5

3.1 SUMMARY 5
3.2 VENDOR'S RESPONSIBILITIES 6
3.3 CITY OF AUSTIN'S RESPONSIBILITIES 8

4.0 TECHNICAL REQUIREMENTS 8

5.0 FUNCTIONAL REQUIREMENTS 12

5.1 1. PERFORM INTAKE 14
5.2 2. SUBMIT REMITTANCE 17
5.3 3. QUALITY REVIEW SUBMITTAL PACKAGE 18
5.4 4. REVIEW SUBMITTAL PACKAGE 21

1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

The City of Austin, Planning and Development Review Department (PDRD), invites sealed proposals for the purchase of Electronic Plan Review Solution (EPRS) including software licensing and implementation services for in accordance with the specifications and provisions contained herein.

The objective is to secure a world class solution that enables customers to upload plans and supporting documents through a secure channel, pay any associated fees, and enable staff to review, markup and manage submitted documentation electronically. At the end of the process, the final plans would be archived and saved for future reference by customers and staff. The City prefers that the solution offered by the proposing party support and integrate with record retention guidelines, permitting/case management systems and portals, content management systems, geospatial systems and public facing web sites. The solution should also operate as a standalone tool, independent of one or all system integrations.

All plans would be processed electronically for required and suggested changes to meet engineering, technical, and City code specifications. The EPRS would manage version control independently or as an integrated component of the City's Electronic Document and Information Management System (EDIMS). The EPRS would enforce security roles to ensure access to documents is limited to appropriate users. The EPRS could be used as a standalone system and/or seamlessly interface with the case management system to support business processes.

The purpose of this RFP is to procure a solution either hosted and managed by the City or by the selected Vendor. The winning Proposer will provide the software application, training, and successful configuration and implementation of the solution.

1.2 Business Goals

Internal Business Goals (City Facing):

- Reduce the space required to store, recycle or archive (on and offsite) paper copies of site/building plans
- Reduce the need for staff to physically manage paper copies of site/building plans
- Improve communication between and amongst reviewers and case managers, who may be in different departments in various locations
- Reduce the cycle time and/or number of cycles to submit and review plans
- Efficient collaboration, scalability and accessibility by multiple City departments and external partners
- Minimize costs for maintaining and configuring the system over the long term as new and changing requirements emerge

External Business Goals (Citizen Facing):

- Ability to "Be Green" by interacting with City departments remotely
- Ability for applicants to securely and electronically submit plans in association with a permit and/or plan review application and pay online for plan review and/or permitting services
- Improve communication between applicant and City staff
- Reduce the cycle time and/or number of cycles to submit and review plans

2.0 DESCRIPTION OF CURRENT STATE

2.1 Current Business Process and Environment

Organizational Structure and Geography: PDRD's Land Use Review (LUR) division is responsible for the intake, tracking, and review process of site and subdivision plans. Review tasks are typically completed in an office environment. Reviewers are spread across multiple City building locations, although a majority reside at One Texas Center (OTC) as part of the cross functional "One Stop Shop (OSS)". Some reviewers conduct site visits and are currently using paper in the field to complete their tasks.

Key Stakeholders and Users: Key stakeholders impacted by a shift from paper to electronic based site and subdivision plan review include builders, reviewers across City departments*, PDRD Inspections, the Development Assistance Center (DAC) at OTC, and PDRD management. External stakeholders include county government, school districts, local businesses, citizens and professional associations.

> **Departments of the plan review process include PDRD, Austin Energy (AE), Parks and Recreation (PARD), Fire (AFD), Transportation (ATD), Austin Water (AWU), Health and Human Services (HHSD), Public Works (PWD) and the Watershed Department (WPD).*

See Appendix B for a description of the primary roles which expect to be impacted by the EPRS.

Current Business Process: Applicants schedule appointments with LUR Intake at One Texas Center (OTC) to submit their application, initial set of plans, documentation and pay a review deposit fee. Submitted plans go through a cursory "Completeness Check" paper based review process by multiple disciplines. If approved, applicants schedule a formal submittal appointment to submit numerous copies of plan sets, resubmit any updated documents and pay the estimated review fee. Plans go through a complicated routing process to the different disciplines such as structural engineering, traffic, and fire. PDRD staff is responsible for making sure each plan is reviewed and approved by the authority of each pertinent discipline. Depending on complexity of the plans they may be routed to different review staff prior to completing the review cycle.

See Appendix A for the paper –based end-to-end business workflow.

In the last five years, PDR plan review case load has increased by approximately 1,000 cases per year. In FY2013, PDR processed approximately 14,000 plan review cases and issued over 63,000 permits. PDR plan review case types include Subdivision, Subdivision Joint City/County, Site Plan, Zoning, Commercial and Residential.

2.2 Current System Environment

Case Management: PDRD currently uses AMANDA v4/v5/v6 as the system of record for most core business functions. There are approximately 400+ active, and 500+ read only users. It is relied on heavily by PDRD and other departments for business workflow and data reporting. All staffing assignments, plan review statuses, review comments, permitting, legal data, holds, flags, Certification of Occupancy, historic data and payment information are managed using the AMANDA system.

Document Management: Applications and final plan sets are currently scanned and stored electronically in a network shared drive. As part of the site plan and subdivision workflow, applicants submit electronic files via thumb drive to Intake staff. All files are linked to the applicable case within AMANDA. The business goal is to integrate AMANDA with the City's electronic document management system. Paper files are currently archived offsite.

GIS: Most PDRD reviews rely on GIS information. The Communications and Technology Management (CTM) department provides addresses and creates polygons for subdivision, site plan, and zoning cases. Other City departments produce elements such as service area boundaries, watershed boundaries, etc. Staff are using ArcGIS desktop, and two internally developed web maps (Jurisdiction and Development). The business goal is to reduce the use of ArcGIS Desktop in favor of the web maps and specialty maps in ArcGIS Online. AMANDA uses GIS data to autofill some data points, and Reviewers use GIS as an important source of information during the review process.

Merchant Processor: Chase Bank, N.A. is the citywide bank for the City of Austin. Chase Paymentech interfaces between PayConnexion and the card holders' bank to facilitate credit card transactions.

Web Portal: AMANDA Portal I is available from the City's website to authenticated users doing business with the City. Users (primarily contractors or their designated agents) can look up permit details, request inspections, view inspection status, review escrow account balances, and self-assign trade permits to active building permits. The City is currently upgrading to AMANDA Portal II and is planning to expand functionality online, including the ability to apply for permits and pay for services via credit card.

Website: There are approximately 100 applications available online. About 20% are fillable and printable. The remainder are printed and manually completed, and must be scanned for transmission via email. The PDR website contains a substantial amount of information for the public and is currently being re-organized and indexed.

3.0 PROJECT SCOPE

3.1 Summary

The Vendor's proposal should include an explanation of all services and products necessary to implement a customer centric system that meets the business objectives and conforms to the requirements and constraints as described in this RFP including, but not limited to:

- Project management
- World class /best practice process use cases
- Definitions of roles, responsibilities, and skillsets required to implement and maintain solution
- Architecture assessment, capacity planning and recommendations
- Software licensing
- Hardware recommendations
- Development, Test and Production environments
- Solution customization and configuration
- Technical Design documentation
- Integration with City enterprise systems as appropriate
- Test Plan and testing
- Performance testing and tuning
- Defect resolution
- User acceptance testing support
- Implementation and stabilization
- Maintenance and support
- Training
- Knowledge transfer
- Product documentation
- Disaster Recovery plan
- Archiving and records retention procedures
- Change management processes

The EPRS must be implemented in phases. The successful Proposer will be responsible for the implementation process for both phases. Phase one will encompass Site Plan and Subdivision Review processes; Phase two will address Zoning, Commercial and Residential review processes. The City prefers solutions that are innovative, world class, and employ supportable industry best practices and tools. Additional expansion is anticipated across City departments for other review processes.

Vendors that have a mature set of configurable features are preferred. The City prefers solutions that can meet all objectives and requirements while minimizing the number of integration points. However, Vendor solution should be scalable and includes a robust set of APIs to support any needed systems integration (preferably through IBM Integration Bus (IIB)) required to meet solution objectives. Potential integrations could include, but not limited to:

- Permitting and case management tool (currently AMANDA)
- Portal accessible by authenticated users doing business with the City (currently AMANDA Portal)

- Chase PayConnexions for online payment processing
- OpenText eDocs electronic document and information management system (EDIMS)

The Buyer will provide network infrastructure and facilities to support the solution (unless Vendor hosted). The Vendor must furnish and install a fully functional system that meets the objectives specified in a negotiated contract. Buyer and Vendor responsibilities are noted below. The final contract will dictate specifics of the Scope of Work (SOW) for both Buyer and Vendor.

3.2 Vendor's Responsibilities

The Vendor will be responsible for all set-up, configuration and testing of the solution to meet the needs of the City's functional and technical requirements as described in this RFP. The Vendor will review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.

The Vendor will be responsible for designing, configuring, constructing and testing all interfaces between systems. Upon the completion of each interface, the Vendor will provide the City with documented dependencies between the systems along with specific guidelines for maintaining connectivity and up time.

The Vendor shall:

1. Submit a detailed statement of work prior to proceeding with system implementation. The statement of work will outline each phase of the implementation process through post go-live support. Provide clearly defined payment milestones with associated deliverables and acceptance criteria for each. The statement of work must be approved and signed by the City of Austin project sponsor prior to beginning the system implementation.
2. Provide a project manager that will report to the designated project manager of the City of Austin. The Vendor's project manager will be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessments.
3. Develop and maintain a project schedule for the duration of the project. The schedule must be submitted with the statement of work and must be approved by the City of Austin project sponsor. The schedule will include detailed steps of the project through post go-live support. Milestones and project risks should be outlined in the schedule.
4. Review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.
5. Assist the City in determining standardized reporting needs and lead the development/configuration of the reports necessary to support business functions as determined by the Planning and Development Review Department.
6. Install any software necessary to support design, configuration, and testing. Vendor's personnel that will be responsible for installing the software must have the appropriate certifications.
7. Plan, lead and staff data mapping and application programming efforts associated with integrating the EPRS with existing City systems.
8. Recommend to City system specifications required to perform the Services requested in this RFP in a virtualized environment. Vendor shall provide a recommended system sizing and architecture that considers:
    - Initial system for configuration, design, and development;

- System for testing in a production equivalent environment;
- Automated processes for migrating configurations and appropriate data from one environment to another, e.g. from development to test and to test to production; and
- Complete system sizing and architecture to address environment for release updates, training, development, testing and production with the test and production environments being equivalent or practically equivalent for testing purposes

9. Assess City's WAN and LAN capacity as it relates to the implementation of the EPRS and make specific recommendations concerning any needed upgrades. In conducting its assessment, Vendor must provide average per session bandwidth requirements which shall be calculated and provided to the City so that network bandwidth requirements may be determined. Example: 100Kbps per session; therefore 25 users require 2,500Kbps.
10. Recommend and perform performance tuning of databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. This includes batch and online software tuning, as well as data conversion software tuning, upgrade script tuning, server tuning, database tuning, and any tuning required as a result of Load and Stress Test results or deployment methodology.
11. Provide detailed architecture diagrams depicting the components of the solution, an entity relationship diagram (ERD) and data dictionary that clearly describe integration points between the Vendor system and City applications.
12. Conduct unit, system, integration, performance, security, disaster recovery and regression testing. Take corrective actions on problems identified during testing.
13. Provide testing support to assist the City to define and meet the Requirements and provide recommendations for testing.
14. Provide comprehensive training, including but not limited to system administration, system configuration, plan review processes, workflow, report writing, and any other process necessary to effectively administer and utilize the system. The contractor provided training material must be specific to the City of Austin and illustrate Austin scenarios. Materials will be provided in hard copy format for classroom training sessions and soft copy format for future reproduction and/or modification by the City of Austin. All training material becomes the property of City of Austin for future implementation phases.
15. Rectify any deficiencies noted by the Communications and Technology Management (CTM) Security Officer prior to system operation.
16. Provide comprehensive post-implementation support, including any recommendations for system stabilization, for a period of ninety (90) days after production turnover is complete and stable, live use of the EPRS has commenced. The system shall meet agreed upon service levels during the Deployment and Go Live support phase.
17. Capacity planning with an assessment of the sizing of production infrastructure hardware and systems software.
18. Specify disk-sizing requirements for databases, code, and any necessary work areas and temporary storage for at least ten (10) years of online data storage.
19. Demonstrate that the configured software meets the project requirements so that City may review and approve it.

3.3 City of Austin's Responsibilities

The City's personnel will be responsible for connecting the selected Vendor to appropriate resources within the various City departments in order to implement the solution. The City's project team will be comprised of a project manager, as well as technical and functional resources from the City's Planning and Development Review department (PDRD), Communications and Technology Department (CTM), and other individual departments as necessary.

The City will provide the following:

- Project prioritization and scheduling with the selected Vendor's project manager
- Access to office sites during normal business hours, based on approved Criminal Background Investigation and formal badging process.
- Related documentation and/or access to appropriate technical resources
- Issue identification, prioritization, communication to Vendor support staff
- Scheduling and coordinating of regular project team meetings and work sessions as needed
- Office space for Vendor project management or technical resource staff, if needed
- Facilities, including telephones, personal computer hookups, and access to copy and fax machines
- Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment
- Conduct acceptance testing with assistance, if necessary, by Vendor
- Review and approval of milestones, deliverables, status reports and invoices

4.0 TECHNICAL REQUIREMENTS

Req#	Requirement Description	Required Response
4.1	**System Administration Model:** System should be managed with minimal City resources and/or support decentralized, role based administration.	Provide detailed staffing requirement chart indicating positions and skill level necessary to support the system post go-live. Include daily time commitment of each staff member. Describe how/if the proposed system can be utilized and administered by multiple departments independently.
4.2	**System Upgrades:** The system should maintain the integrity of data at all times including implementation of changes.	Describe how system upgrades or patches impact any customized code, configurations or data (including archived data). Describe technical infrastructure configuration and change management methodology activities, procedures, tools and templates. Describe how system upgrades or patch changes are documented and communicated.
4.3	**Configuration Management:** Solution should be configuration oriented and include procedures/tools for ensuring the integrity of programs and configuration settings.	Describe how system configuration changes would be documented and controlled in all environments (Development, Testing, Production, Disaster Recovery, etc.).

4.4	**Solution Scalability:** The solution should be scalable for future growth.	Provide the number of concurrent users the proposed system can support, and explain the software and hardware changes required to allow growth. Include the licensing structure and the cost levels.
4.5	**Recovery Plan:** The Vendor should provide (and maintain, if Vendor hosted) a recovery test plan and recovery test procedures that result in a full recovery of the system and data following full and partial system failures.	Provide a copy of your recovery test plan and procedures, and provide documentation of periodic tests performed. Specify, where possible, the Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) supported by the proposed solution and the proposed outage notification process and tools used.
4.6	**Performance:** The proposed system should be capable of meeting service performance targets by modifying, adding capacity, increasing bandwidth, etc.	Explain expected performance of the proposed system components and how the system may be modified to meet expected performance with expanded or long term use. Provide any file size restrictions or recommendations.
4.7	**Availability:** The proposed solution shall be capable of providing 99.9% uptime if the City chooses to require it. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	If the proposed solution provides high availability level of service, specify the components required (such as Oracle RAC or Data Guard), and indicate if such components are included in the proposal. Indicate the Availability metric proposed based on the City's objectives.
4.8	**Security Auditing:** The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Describe how the proposed system provides for monitoring and auditing of transactions for confidentiality and integrity. Indicate the format in which the logs are stored. Provide a sample report/set of log entries.
4.9	**Security Monitoring:** System access shall be able to be monitored regularly to thwart attempts at unauthorized access and to confirm that access control standards are effective.	Describe how authorized users monitor (in near real-time) and report on activities performed by or to a particular user, group, application, device, or file.
4.10	**Interfaces/Integration:** Solution shall be able to operate separately or interface/integrate with one or more systems.*	Describe how the recommended solution will interface/integrate with existing systems and how the solution will be open and flexible enough to interface/integrate with systems (including SaaS) in the reasonably foreseeable future. Include any exceptions or limitations, explanation of real-time or near real-time data interchanges, and how data is

		made available to other modules or external applications.
4.11	**Technical and Solution Architecture:** The system must conform to the City's Technical Reference Model and Standards. Refer to Appendix D.	Provide a detailed system architecture drawing that fully describes the technical environment envisioned for the City in order to achieve its stated objectives. Describe any deviations or gaps between the City's technical specifications and the proposed solution. Identify any technical standard that is not supported by the proposed solution. Highlight any licenses that may be required (ex: Oracle clients).
4.12	**Plan Review Workstations:** The plan review process can be conducted while simultaneously running other business applications such as email, word processing, spreadsheet and permitting tools without system degradation or performance issues due to memory, CPU or video card capabilities.	Describe the preferred workstations specifications to effectively complete the plan review process while running other business applications without system degradation or performance issues.
4.13	**Record Management:** The system shall provide the ability to maintain and enforce the City record retention policy.	Describe how the system enables the City to purge or archive data in compliance with retention policies, while ensuring data integrity is intact.
4.14	**File Management:** The solution shall provide the ability to organize and retrieve electronic files.	Describe how the solution enables users to manage, organize, search, retrieve and download electronic files. List the file types fully supported by the proposed solution.
4.15	**Mobile Compatibility:** The system shall be compatible with multiple mobile operating systems, devices and touch screen devices.	Describe any special features and/or limitations of the system with regard to use on multiple operating systems, devices or touch screen devices.
4.16	**Collaboration Compatibility:** The system shall be compatible with collaboration tools such as Adobe Connect or SharePoint.	Describe any special features and/or limitations of the system with regard to its use in conjunction with collaboration tools. Describe collaboration features, if any, included in the proposed solution.
4.17	**User Management:** The system shall provide role-based security access to constrain features and functions based on business role.	Describe supported authentication models, including user account creation and management. Describe how user roles are managed in both integrated and non-integrated environments.
4.18	**Reports:** The system shall provide status and trending reports to analyze and facilitate workload management, performance measurement and resource	Describe the reports and/or dashboards available as part of the proposed solution and the intended value of each.

	allocation.	
4.19	**Workflow Use and Configuration:** Implementation of workflow is an optional feature of the solution. The City prefers solutions that do not duplicate functionality of existing systems. Workflow configuration tables are easily created/modified using a GUI process and do not require programming or scripting to maintain.	If the solution includes a workflow component, describe how the workflows are configured as both a standalone tool or as part of an integrated environment with a permitting system which also manages workflow.
4.20	**User Help:** The system shall provide online, interactive help.	Describe how end users are supported with online, interactive help features in the system. Highlight ways in which the help feature can be configured or customized for organization specific needs.
4.21	**System Monitoring:** The system shall provide the ability to monitor, track and log system uptime and transaction response times in order to provide information for SLA monitoring.	Describe how the proposed solution will be monitored to meet Service Level agreements or objectives.

*The Proposer is responsible for carefully reading and recognizing any Functional requirement which (viewed in light of the Proposer's system capabilities) will require an interface. It is critical that prospective Proposers demonstrate an understanding of the general nature of the interface requirements and make a good faith attempt to account for and describe the planned approach to accomplish the task.

5.0 FUNCTIONAL REQUIREMENTS

The following specification provides a holistic picture of the City of Austin's process to Perform Regulatory Review of specifications and design submittals requiring city regulatory review prior to implementation. Figure 1 provides an overview of the participating roles and Figure 2 provides an overview of the process. Each activity on Figure 2 has a corresponding sequence diagram providing an interface description of the process and an adjoining table providing a description of the user experience for each interface.

The sequence diagrams employ the Unified Modeling Language (UML) 2.0 to capture the process and certain business rules such as opt (for optional) and loop (for reoccurring patterns of usage). Each opt or loop contain a guard condition such as [while performing intake] indicate the condition of the process to execute the function (UML message).

Use Case Specification for Perform Regulatory Review

The following content describes the desired city process and functions of the system desired for an optimal process to perform regulatory review of electronic document submittals.

Precondition: A Submittal Applicant is prepared to create and/or maintain information related to design documentation requiring regulatory review, comment, and approval by identified city staff. It is also presumed the Submittal Applicant is already logged into the system using approved identity techniques.

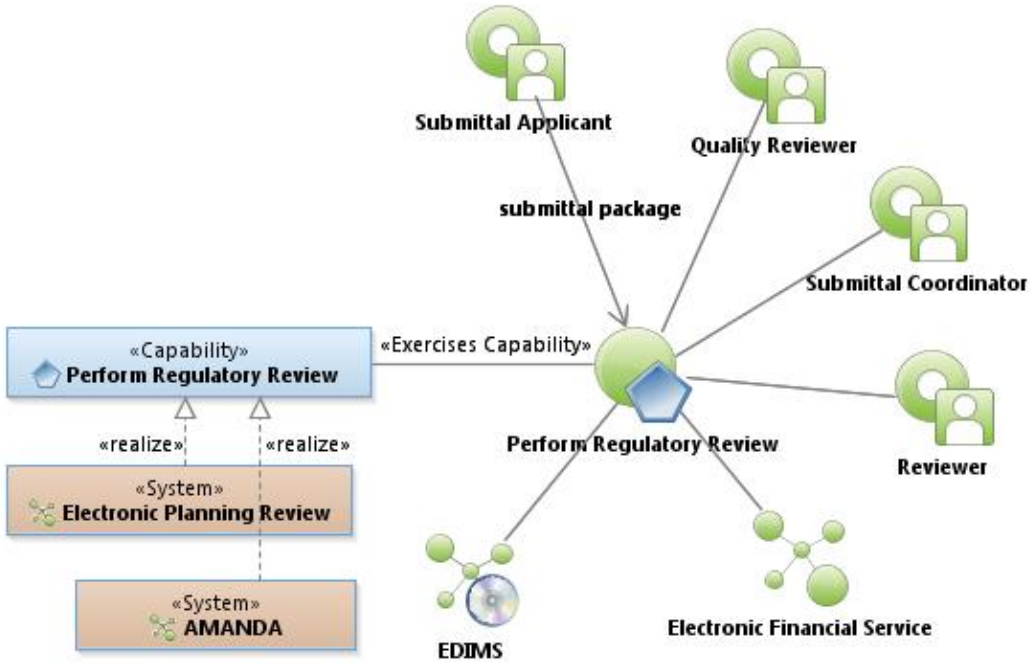


Figure 1: Use Case Diagram - Perform Regulatory Review

Table 1: Role Definitions

Role Name	Description
Submittal Applicant	Anyone required electronically to communicate project information and/or designing related elements to appropriate city staff requiring regulatory review and approval prior to build.
Quality Reviewer	Appropriate city staff member identified to quality review Submittal Package information to ensure completeness prior to formal review.
Submittal Coordinator	Coordinates the review process to ensure appropriate staff review and provide feedback on Submittal Package elements – also responsible for final approval.
Reviewer	Reviews for area of responsibility and comment (i.e., constructability, code compliance, program elements, cost estimate, etc.).
Electronic Financial Service	City of Austin's approved financial service provider to process online financial transactions such as credit cards, automated clearing house (ACH), debit card, etc. - currently, Chase Paymentech/PayConnexions.
EDIMS	City of Austin's enterprise document and imaging management system (EDIMS).

See Appendix B for further contextual information for each user role.

Use Case Scope

The Submittal Applicant inputs information and documents representing a Submittal Package and processes a Remittance with the city approved Electronic Financial Service provider if required. The Submittal Package is reviewed by a Quality Reviewer for acceptance or rejection for non-compliance and subsequent resubmission. Accepted Submittal Packages are added to a Group Review Queue managed by a Submittal Coordinator. The system provides a means to manage the Group Review Queue and provides feedback to the Submittal Applicant based on Reviewer comments until Submittal Package approval.

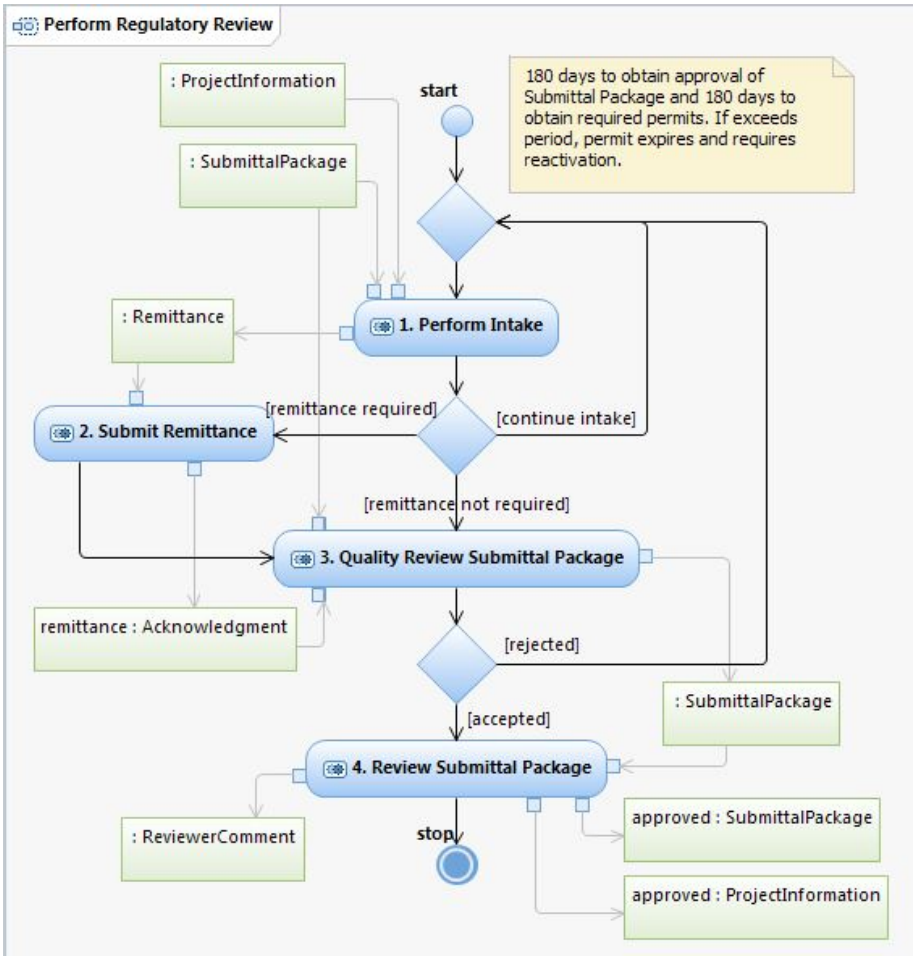


Figure 2: Perform Regulatory Review - Interaction Overview

5.1 1. Perform Intake

The Submittal Applicant inputs information and documents that represent a Submittal Package. For certain types of Submittal Packages, there's a fee required. The system provides a method for the Submittal Applicant to research related geographical information. Based on address information entered, the system automatically establishes geographical references. Because a Submittal Applicant might intake more than one submittal during any given session, Remittance (fees) are stored in a Remittance Queue until the Submittal Applicant session ends.

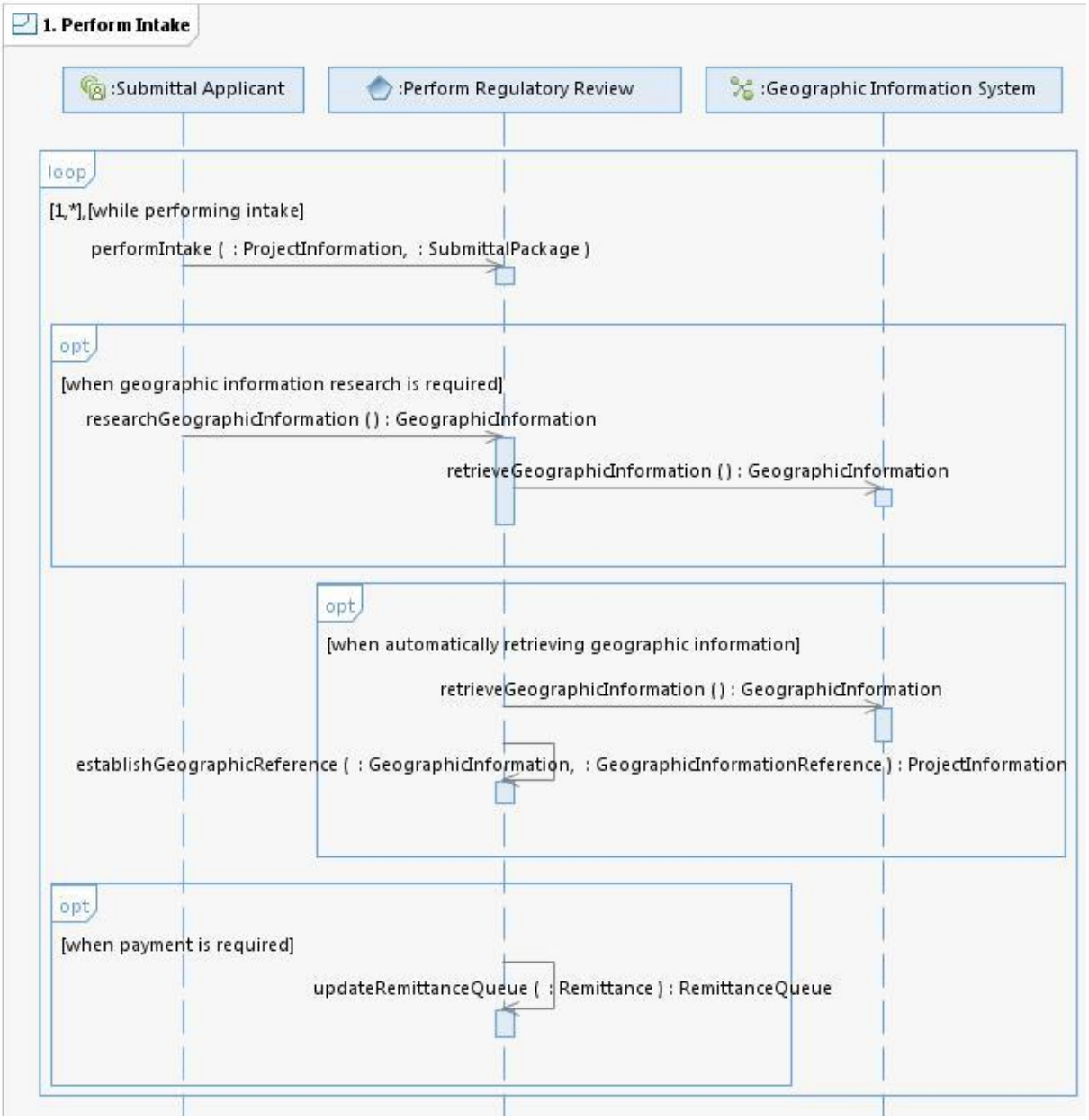


Figure 3: UML Sequence Diagram - 1. Perform Intake

Table 2: Interface Descriptions - 1. Perform Intake

Req #	Description	Required Response
Perform Regulatory Review/ performIntake		
5.1	The Submittal Applicant uses the system to complete a Web-based application form to setup Project Information and securely sign submittal. The system guides the Submittal Applicant through a series of questions leading to the correct application to complete. The Submittal Applicant can revisit the intake application during multiple sessions before its completion	It is anticipated that the city's case management system (AMANDA) will perform intake. However, the city

	and save each session prior to submittal. In addition, the Submittal Applicant can provide updated Project Information throughout the approval process; however, the system locks Project Information during the review cycle, which can be released (unlocked) at Submittal Coordinator discretion when required to allow for Submittal Applicant updates. The system provides the ability to withdraw a project submittal as well. Based on location values identified on the application form, location-based information automatically populates relevant form elements. The form contains selectable attributes to identify mechanical, electrical, plumbing, building, driveway, sidewalk, etc. to predetermine initial permit requirements, which can be adjusted during quality review or in the Obtain Permit use case - the application must accommodate multiple structures. The system provides a method to attach relevant design documents and other pertinent Submittal Package items. These required attachments are indicated to the Submittal Applicant on the Web-based form. Each required attached line item provides the ability to browse and upload the file and ensures all required attachments to include approved document format (such as PDF). The required items must be indicated depending on submittal type - required items for any given submittal type must be changeable by approved city staff.	recognizes a direct relationship between the intake documentation and a well-managed workflow for regulatory review. Explain the relationship between intake documentation and how it relates to the proposed design/markup tool.
Perform Regulatory Review/ researchGeographicInformation		
5.2	The system provides the ability to perform geographic information research using city owned Geographic Information System (GIS) information. These features include the ability to overlay plan sheet with one or more GIS layers. The system provides the ability to compare a known list of features in GIS to the Submittal Package plan. These features should include zoning, watershed, and other relevant planning and review information about adjacent properties. When various fragmented pages are stitched in continuous form providing an overall construction footprint, provide ability to overlay footprint on GIS view for GIS administrators to create GIS polygon overlay. This information helps conduct the review in the context of the permitted/build environment. Referenced sources are not required to be included as markup back to Submittal Applicant.	Identify the relationship between the proposed solution and how we might use it to overlay or compare against GIS information *as it relates to the intake process.*
Geographic Information System/ retrieveGeographicInformation		
5.3	For certain intake items, the system uses city available Geographic Information System to retrieve and populate Project Information. Can be used to explore and/or research the Geographical Information System.	We believe this function is out of scope. However, the Vendor may provide additional insight as it relates to the recommended solution.
Perform Regulatory Review/ establishGeographicReference		
5.4	When geographic information is retrieved from the Geographic Information System, the system creates a Geographic Information Reference and stores it with the Project Information for future reference.	Out of scope – provided for completeness.
Perform Regulatory Review/ updateRemittanceQueue		
5.5	Depending on the type of submittal, there may be fees required during	Out of scope – provided

	intake. The system adds the required fee to a Remittance Queue for close out processing based on the submittal type. City staff must be able to change the submittal type attributes, which automatically changes the associated fee. The associated fees must be configurable by approved city staff.	for completeness.

5.2 2. Submit Remittance

The system presents a list of fees (fee breakdown) associated with their related Submittal Package and provides selection to pay Remittance. The system processes the Remittance with a city approved Electronic Financial Service provider.

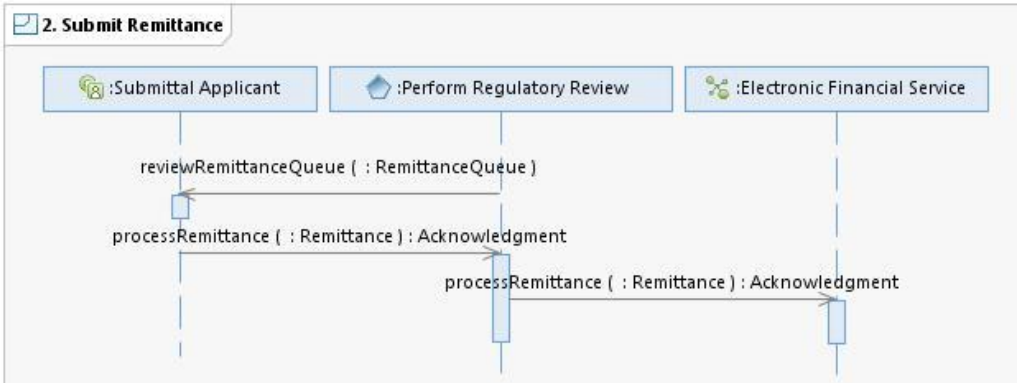


Figure 4: UML Sequence Diagram - 2. Submit Remittance

Table 3: Interface Descriptions - 2. Submit Remittance

Req #	Description	Required Response
Submittal Applicant/ reviewRemittanceQueue		
5.6	When all intake items are complete, the Submittal Applicant is presented with a Remittance Queue listing all Submittal Package(s) ready for submission and the processing fee (completeness check fee) and provides indication of the total fees required and nonrefundable fee indication. The system provides accepted indication of review time start. The system provides ability to adjust fee tables and approved staff may over ride table items - the system records staff that made the override.	Out of scope – provided for completeness.
Perform Regulatory Review/ processRemittance		
5.7	The Submittal Applicant selects to pay required Remittance via electronic form of payment such as credit or debit card. When successfully transacted, the Submittal Applicant receives an Acknowledgment of successful payment.	Out of scope – provided for completeness.
Electronic Financial Service/ processRemittance		
5.8	The system provides an interface to city approved financial vendor to process online electronic transactions.	Out of scope – provided for completeness.

5.3 3. Quality Review Submittal Package

The system provides a list of new or updated Submittal Packages for review by the Quality Reviewer. The Quality Reviewer reviews the Submittal Package and either rejects or accepts the Submittal Package. If accepted, the system adds the Submittal Package to a Group Review Queue and includes the Project Information in Issue Permits system for future permit requirements update, requests and issuance. No matter the state of the Submittal Package, the Submittal Applicant is notified of the status of the submittal to include indications why the Submittal Package was rejected for correction and resubmission.

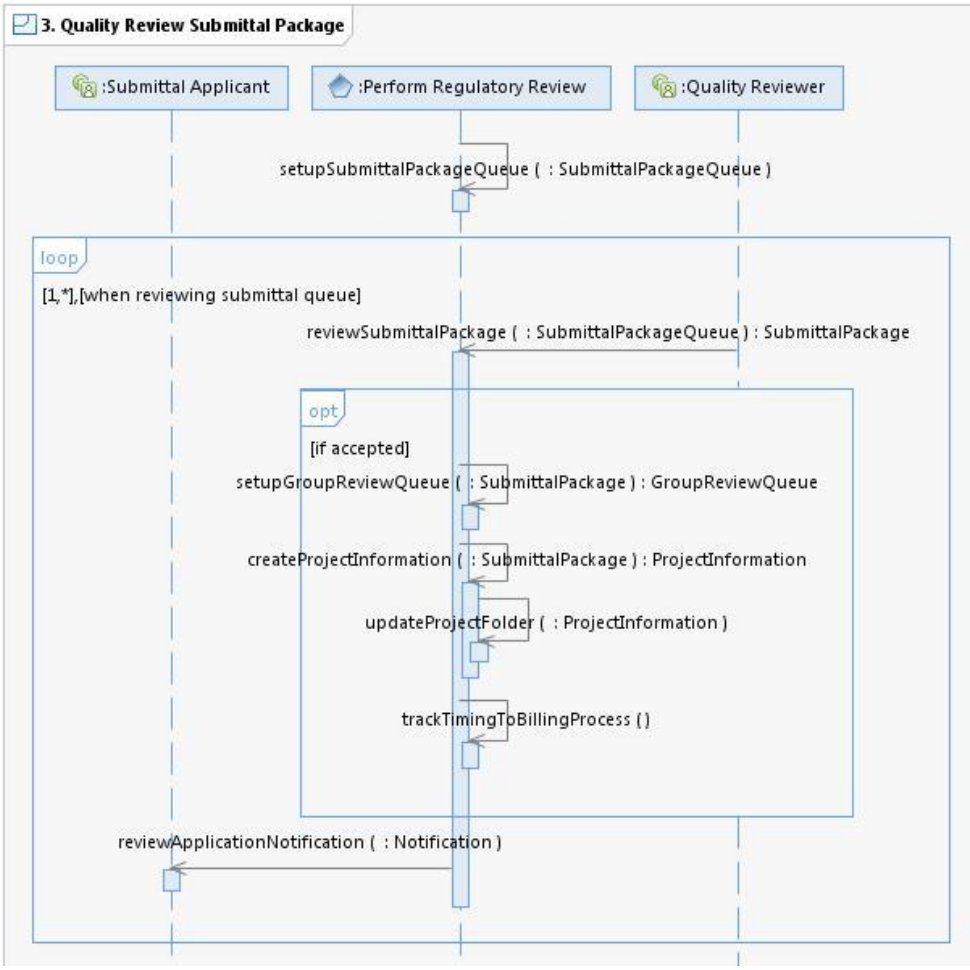


Figure 5: UML Sequence Diagram - 3. Quality Review Submittal Package

Table 4: Interface Descriptions – 3. Quality Review Submittal Package

Req #	Description	Required Response
Perform Regulatory Review/ setupSubmittalPackageQueue		
5.9	Once Acknowledgment is received by the Electronic Financial Service (if required), the system places the submittal into a Submittal Package Queue for review by the Quality Reviewer.	The city recognizes that some solutions may include a workflow queue as part of their offering.

		Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.
Perform Regulatory Review/ reviewSubmittalPackage		
5.10	The system presents a Submittal Package Queue of updated or new Submittal Packages and provides a means for the Quality Reviewer to perform a quality check on the submitted items. The system provides the ability to accept or reject the Submittal Package to include relevant comments for rejection or further information on Submittal Package status. When accepted, the Submittal Package is moved to the Group Review Queue. Based on the submittal type, the system automatically sets up the Group Review Queue. The Quality Reviewer must be able to override automated template queued items in the Group Review Queue to include adding and removing queued groups or individuals.	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.
Perform Regulatory Review/ setupGroupReviewQueue		
5.11	After the Submittal Package is quality approved by the Quality Reviewer, the system identifies template Group Review Queue depending on the type of submission and provides the ability for the Quality Reviewer to override Group Review Queue assignments. The Group Review Queue is updated when a Submittal Package is approved or requires additional review based on Reviewer lineage (i.e., requires one Reviewer to review before another or certain groups can review simultaneously). The Group Review Queue is based on area of responsibility (i.e., constructability, code compliance, etc.). The Group Review Queue is per review group (depending on the type of review) and when under review by a Reviewer, the system takes the Submittal Package off the relevant Group Review Queue to prevent multiple reviews by the same area of responsibility. For some reviews, depending on certain attributes identified on the application form, the system provides a priority order of review groups or individuals because some review groups or individuals may be required to review the Submittal Package and approve or comment before others perform their review. The business rules for review group order and review cycle must be modifiable by the Submittal Coordinator. For example, some groups may need to sign off (approve or comment) before the Submittal Package shows up in another Group Review Queue. The Submittal Coordinator or Reviewer may return a Submittal Package to the Group Review Queue indicating further review by selected groups or selected Reviewers during the review cycle to include Submittal Coordinator	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.

	or Reviewer comments when necessary. Certain Reviewers can be set as required without holding up the review cycle; however, these reviews are still essential for final approval - allows for Submittal Applicant to receive Reviewer Comments prior to final approval.	
Perform Regulatory Review/ createProjectInformation		
5.12	Once a Submittal Package is accepted, the system generates the necessary Project Information compatible with the Issue Permits capability (currently AMANDA). The Project Information intakes all relevant attributes of the Submittal Package to include diagrams, project information, contact information, personal identification number (PIN), contractor, compliance comments and markups, identified permit requirements, etc. to automatically populate the Issue Permits portion of the system.	Explain the relationship (if any) between the proposed markup solution and project information stored with the case file.
Perform Regulatory Review/ updateProjectFolder		
5.13	The system updates (or creates if new) the Project Folder to include any relevant updates to the Project Information as well as the reference links to documents stored in the enterprise document and imaging management system (EDIMS).	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.
Perform Regulatory Review/ trackTimingToBillingProcess		
5.14	The system provides the ability to track time to the billing process, i.e., clock starts once remittance is issued for Submittal Package. The system tracks relevant timing (adjustable by staff) and provides feedback to Submittal Applicant on timing indications (i.e., where in the process). Time lines are automatically setup but adjustable.	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.
Submittal Applicant/ reviewApplicationNotification		
5.15	The system provides an automated email or text message (depending on intake setup) to the Submittal Applicant for accepted and rejected Submittal Packages (with rejection comment - i.e., reason for rejection and recommended guidance for future submissions). For accepted submissions, the system provides a summary of the submission process and estimation of anticipated review time. During the Reviewer process, the system provides the Submittal Applicant markup diagrams including associated comments, links to references and city codes, other general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items. Once corrected, the Submittal Applicant must address each comment and resubmit relevant portions of their Submittal Package. These notifications may include high-priority out of cycle comments from Reviewers. Throughout the Submittal Package review process, the system provides continuous automatic updates to the Submittal Applicant as it moves through the Group Review Queue. Finally, the Submittal Applicant is provided a means to print any necessary approved documentation.	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.

5.4 4. Review Submittal Package

The system provides a means for a Reviewer to observe the Group Review Queue and select a Submittal Package for review. Once selected for comment, the Group Review Queue is updated to remove the Submittal Package from the review queue to prevent simultaneous reviews from the same group type. The Submittal Applicant is notified of the particular group reviewing the Submittal Package. Throughout the review cycle, a Submittal Coordinator may quality review the Reviewer comment and provide feedback to the Reviewer by returning the Submittal Package back to the Group Review Queue to be addressed. On completion of all areas of responsibility in the Group Review Queue, the Submittal Coordinator approves the Reviewer comments for Submittal Applicant update or approves the Submittal Package to allow for permitting. Relevant Submittal Package documents are stored in the enterprise document and imaging management system (EDIMS) for future retrieval.

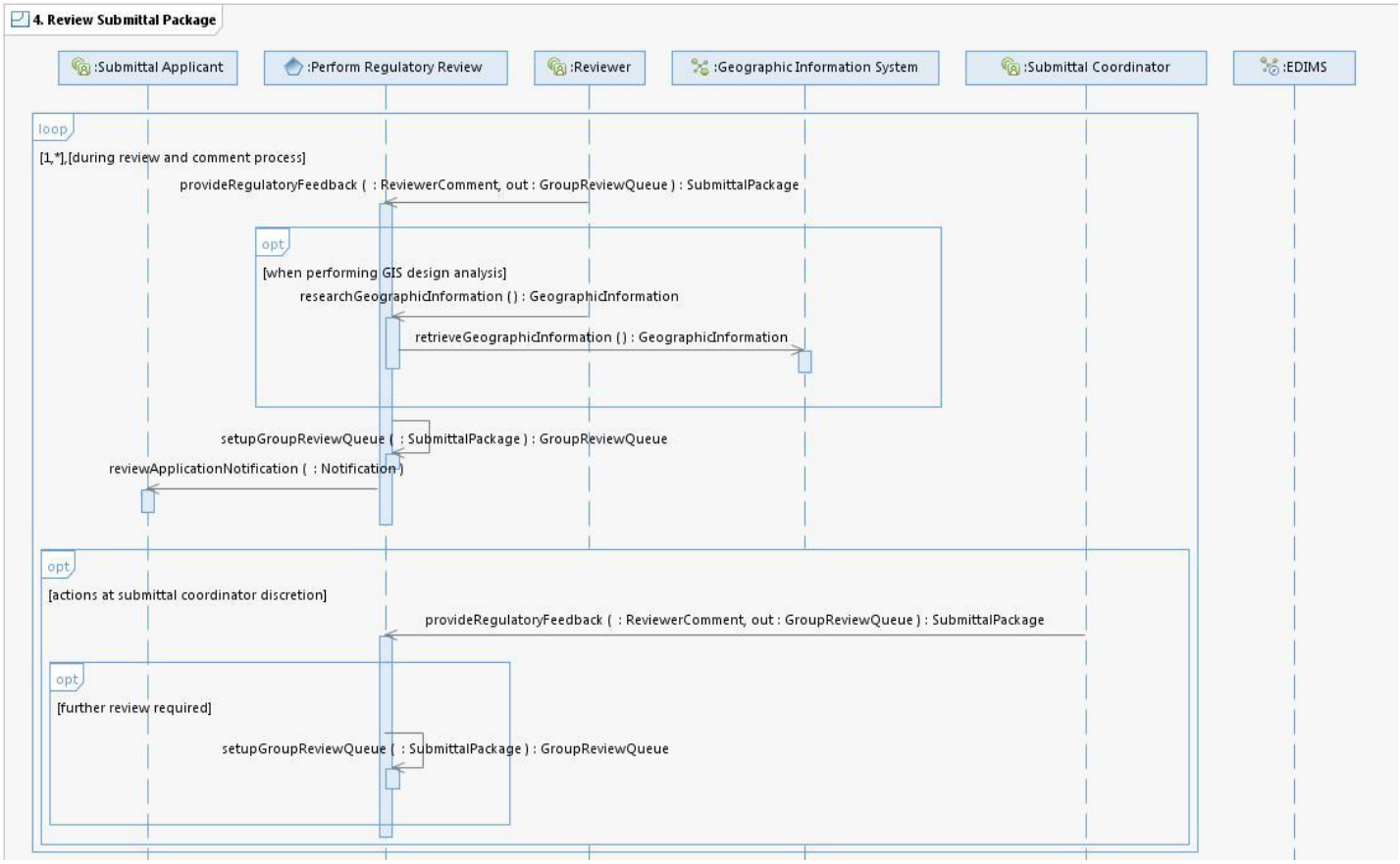


Figure 6: UML Sequence Diagram – 4. Review Submittal Package

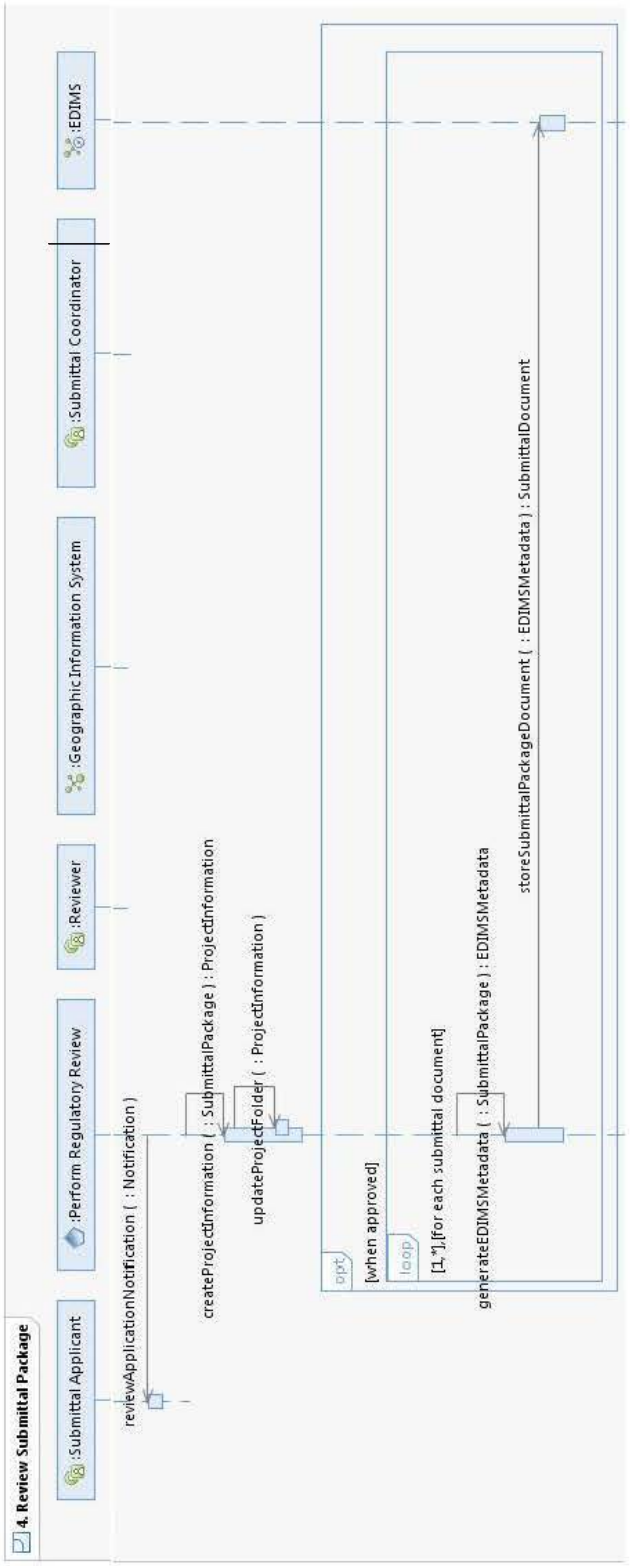


Figure 6 (cont.): UML Sequence Diagram – 4.Review Submittal Package

Table 5: Interface Descriptions - 4. Review Submittal Package

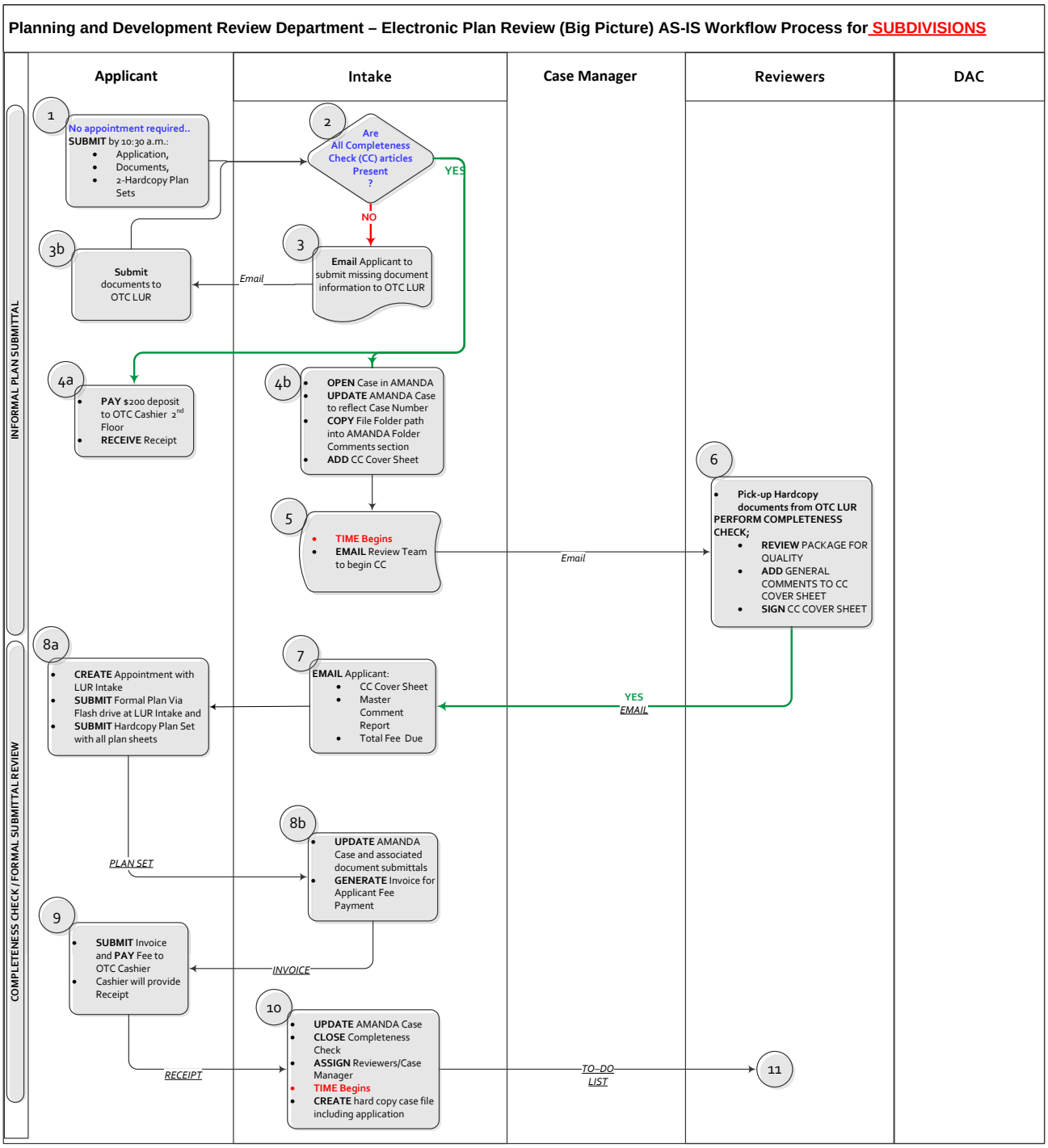
Req #	Description	Required Response
Perform Regulatory Review/ provideRegulatoryFeedback		
5.16	Reviewers in a particular review group (by order of responsibility area setup in the Group Review Queue) checks the Group Review Queue (listed in date/time order) for assigned reviews and submits Submittal Package Reviewer comments. The key features include: a) For complex structures submitted in appropriate format, the system provides a means to view diagrams using layering techniques to show/hide various elements. b) The system provides automated tools for the Reviewer to markup diagrams (words, pictures, sketches, highlights, etc.) including associated comments, links to references and city codes, administrative/general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items to include ability sort and/or rank comments. c) The Reviewer needs to dynamically share comments with other Reviewers and view other Reviewer's comments prior to generation reports. d) The system provides the ability to identify changes (deltas) for resubmitted design plans when submitted using standardized formats such as PDF and engineering computer aided design (CAD) files. e) The system provides the able to easily calculate volumes, measure areas (to include acreage), distances (via poly-line or path), angles and radii. f) The system provides the ability for multiple page document submissions to be viewed in continuous, unbroken fashion providing a seamlessly adjoined view of the design plans - within a given plan set, provide ability to navigate between section/sheet dynamically, combine files, separate sheets, etc. g) The system provides a common, frequently used comment library to include images, text, technical specifications, etc. configurable by the Reviewer. h) All markups indicate the particular Reviewer layer for identification by the Submittal Coordinator and Submittal Applicant. i) The Submittal Coordinator may review Group Review Queue items and provide feedback to the Reviewer. j) The system provides reporting of group comments and general administrative comments by topic for each discipline. If no comments, the system allows the Reviewer to approve the submittal by providing a group level or individual secure approval stamp indication on relevant Submittal Package items and the Submittal Coordinator approves the Reviewer Comments or the entire Submittal Package when no comments require updates by the Submittal Applicant.	This is the key functional requirement for the desired solution. The vendor must explain how the solution achieves the desired functionality and may include additional functionality not expressed.

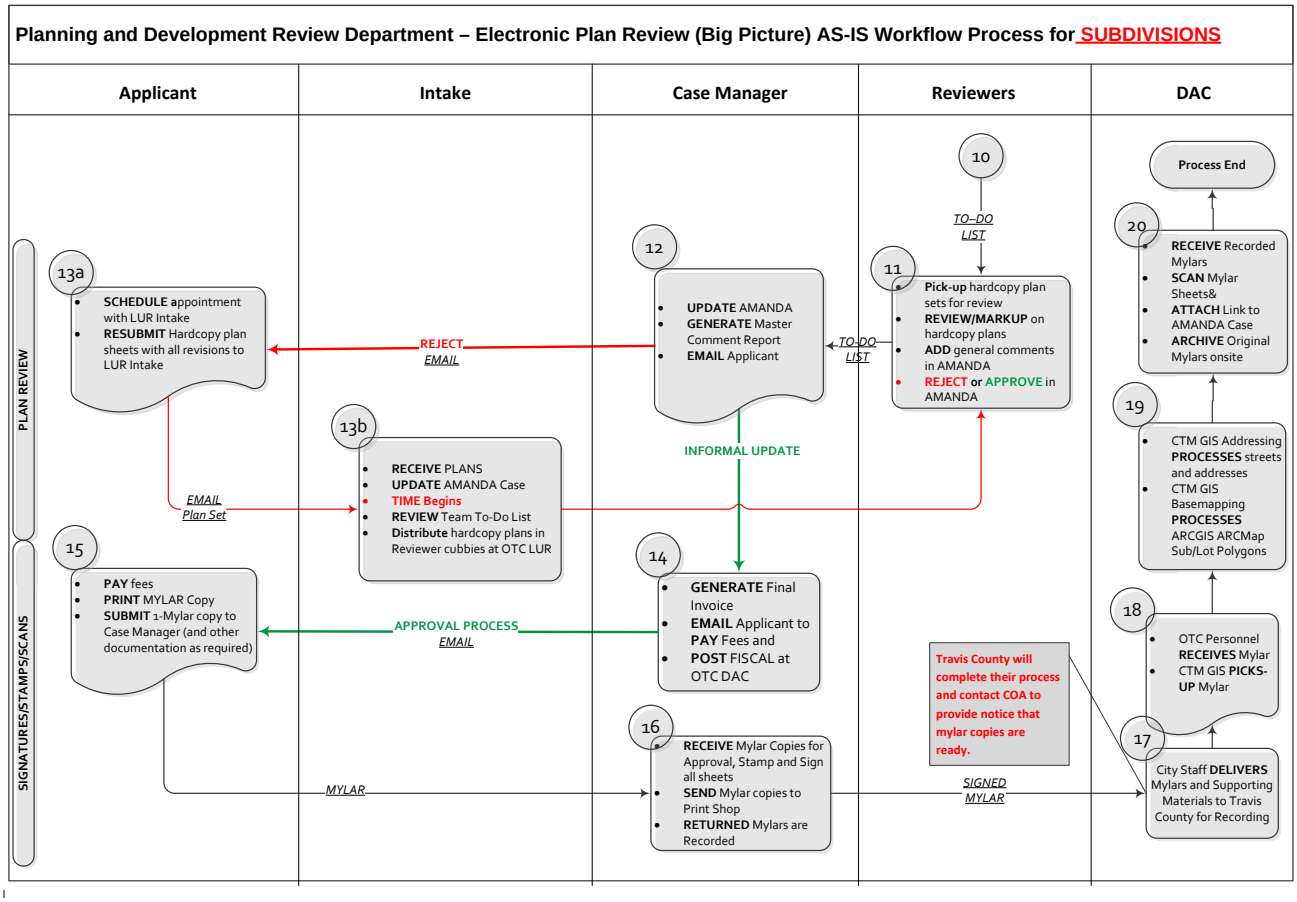
	k) Once a Review Group approves a Submittal Package, the record must be locked preventing any additional changes except by approved city staff.	
Perform Regulatory Review/ researchGeographicInformation		
5.17	The system provides the ability to perform geographic information research using city owned Geographic Information System (GIS) information. These features include the ability to overlay plan sheet with one or more GIS layers. The system provides the ability to compare a known list of features in GIS to the Submittal Package plan. These features should include zoning, watershed, and other relevant planning and review information about adjacent properties. When various fragmented pages are stitched in continuous form providing an overall construction footprint, provide ability to overlay footprint on GIS view for GIS administrators to create GIS polygon overlay. This information helps conduct the review in the context of the permitted/build environment. Referenced sources are not required to be included as markup back to Submittal Applicant.	Identify the relationship between the proposed solution and how we might use it to overlay or compare against GIS information *as it relates to the review process.*
Geographic Information System/ retrieveGeographicInformation		
5.18	For certain intake items, the system uses city available Geographic Information System to retrieve and populate Project Information. Can be used to explore and/or research the Geographical Information System.	We believe this function is out of scope. However, the Vendor may provide additional insight as it relates to the recommended solution.
Perform Regulatory Review/ setupGroupReviewQueue		
5.19	After the Submittal Package is quality approved by the Quality Reviewer, the system identifies template Group Review Queue depending on the type of submission and provides the ability for the Quality Reviewer to override Group Review Queue assignments. The Group Review Queue is updated when a Submittal Package is approved or requires additional review based on Reviewer lineage (i.e., requires one Reviewer to review before another or certain groups can review simultaneously). The Group Review Queue is based on area of responsibility (i.e., constructability, code compliance, etc.). The Group Review Queue is per review group (depending on the type of review) and when under review by a Reviewer, the system takes the Submittal Package off the relevant Group Review Queue to prevent multiple reviews by the same area of responsibility. For some reviews, depending on certain attributes identified on the application form, the system provides a priority order of review groups or individuals because some review groups or individuals may be required to review the Submittal Package and approve or comment before others perform their review. The business rules for review group order and review cycle must be modifiable by the Submittal Coordinator. For example, some groups may need to sign off (approve or comment) before the Submittal Package shows up in another Group Review Queue. The Submittal Coordinator or Reviewer may return a Submittal Package to the Group Review Queue indicating further review by selected groups or	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.

	selected Reviewers during the review cycle to include Submittal Coordinator or Reviewer comments when necessary. Certain Reviewers can be set as required without holding up the review cycle; however, these reviews are still essential for final approval - allows for Submittal Applicant to receive Reviewer Comments prior to final approval.	
Submittal Applicant/ reviewApplicationNotification		
5.20	The system provides an automated email to the Submittal Applicant for accepted and rejected Submittal Packages (with rejection comment - i.e., reason for rejection and recommended guidance for future submissions). For accepted submissions, the system provides a summary of the submission process and estimation of anticipated review time. During the Reviewer process, the system provides the Submittal Applicant markup diagrams including associated comments, links to references and city codes, other general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items. Once corrected, the Submittal Applicant must address each comment and resubmit relevant portions of their Submittal Package. These notifications may include high-priority out of cycle comments from Reviewers. Throughout the Submittal Package review process, the system provides continuous automatic updates to the Submittal Applicant as it moves through the Group Review Queue. Finally, the Submittal Applicant is provided a means to print any necessary approved documentation.	Although we believe this to be a function of our case management system AMANDA, the Vendor may explain how the solution integrates to provide the Submittal Applicant with all the markup/comment information by the Reviewer.
Perform Regulatory Review/ createProjectInformation		
5.21	Once a Submittal Package is accepted, the system generates the necessary Project Information compatible with the Issue Permits capability (currently AMANDA). The Project Information intakes all relevant attributes of the Submittal Package to include diagrams, project information, contact information, personal identification number (PIN), contractor, compliance comments and markups, identified permit requirements, etc. to automatically populate the Issue Permits system.	Explain the relationship (if any) between the proposed markup solution and project information stored with the case files.
Perform Regulatory Review/ updateProjectFolder		
5.22	The system updates (or creates if new) the Project Folder to include any relevant updates to the Project Information as well as the reference links to documents stored in the enterprise document and imaging management system (EDIMS).	Explain the relationship (if any) between the proposed markup solution and project information stored with the case files.
Perform Regulatory Review/ generateEDIMSMetadata		
5.23	Using attributes of the Submittal Package entered during Perform Intake, the system automatically generates the proper EDIMS (enterprise document and imaging management system) meta-data for inclusion with the relevant Submittal Document stored in EDIMS.	We believe this to be out of scope; however, Vendor may provide additional insight if relevant.
EDIMS/ storeSubmittalPackageDocument		
5.24	The system uses the automatically generated meta-data and stores the Submittal Document in EDIMS (electronic document information management system).	We believe this to be out of scope; however, Vendor may provide additional

		insight if relevant.

Appendix A Current State Subdivisions Workflow




Planning and Development Review Department – Electronic Plan Review (Big Picture) AS-IS Workflow Process for SUBDIVISIONS
Applicant
Intake
Case Manager
Reviewers
DAC
PLAN REVIEW
SIGNATURES/STAMPS/SCANS
13a
SCHEDULE appointment with LUR Intake
RESUBMIT Hardcopy plan sheets with all revisions to LUR Intake
REJECT
EMAIL
12
UPDATE AMANDA
GENERATE Master Comment Report
EMAIL Applicant
TO-DO LIST
11
Pick-up hardcopy plan sets for review
REVIEW/MARKUP on hardcopy plans
ADD general comments in AMANDA
REJECT or APPROVE in AMANDA
10
TO-DO LIST
Process End
20
RECEIVE Recorded Mylars
SCAN Mylar Sheets&
ATTACH Link to AMANDA Case
ARCHIVE Original Mylars onsite
19
CTM GIS Addressing PROCESSES streets and addresses
CTM GIS Basemapping PROCESSES ARCGIS ARCMap Sub/Lot Polygons
18
OTC Personnel RECEIVES Mylar
CTM GIS PICKS-UP Mylar
17
City Staff DELIVERS Mylars and Supporting Materials to Travis County for Recording
EMAIL
Plan Set
13b
RECEIVE PLANS
UPDATE AMANDA Case
TIME Begins
REVIEW Team To-Do List
Distribute hardcopy plans in Reviewer cubbies at OTC LUR
INFORMAL UPDATE
15
PAY fees
PRINT MYLAR Copy
SUBMIT 1-Mylar copy to Case Manager (and other documentation as required)
APPROVAL PROCESS
EMAIL
14
GENERATE Final Invoice
EMAIL Applicant to PAY Fees and POST FISCAL at OTC DAC
Travis County will complete their process and contact COA to provide notice that mylar copies are ready.
16
RECEIVE Mylar Copies for Approval, Stamp and Sign all sheets
SEND Mylar copies to Print Shop
RETURNED Mylars are Recorded
MYLAR
SIGNED MYLAR

Appendix B User Profiles

The user profiles below are a conglomerate of user stories and business needs as expressed by City staff. They are provided here only for context when preparing responses to Sections 4.0 and 5.0.

Submittal Applicant

Types of Applicants include property owners, contractors, contractors subcontracted by a design professional, the sealing engineer of record, or City employee design professional (Public Works Department).

I need my application to be in the City queue as quickly as possible. Depending on my level of expertise on City processes, I need to know what to expect up front - How do I schedule a meeting? When will I be contacted? It is important that I submit all items correctly the first time. I may want to meet with staff to review the application packet prior to submittal to ensure my submittal will be accepted into the queue. I may need to update or add documentation to my submitted case based on feedback from the City. If Reviewers have comments or markups on my submitted plans, I must address each comment through the resubmittal process. I may need to discuss narrative comments and markups with the Reviewer for clarifications.

I need a printed copy of the official approved plan set to take into the field so that construction crews know what to build. I may need to provide the electronic plan set file to a print company.

To apply for a site plan correction, I need access to the approved plans (which may have been processed with a different Applicant) so that I can submit my corrections.

To avoid parking congestion and time consuming trips downtown, I need to do all of this online from anywhere, including a self-help kiosk or my own computer or device.

Examples of Applicant activities:

- Submit an application packet
- Pay fees
- Respond to review results (comments and markups)
- Submit updates
- Track the status of a case
- Get clarifications from the City
- Request draft comments
- Obtain printed copy of the official approved plan set
- Apply for a site plan correction

Case Manager (Submittal Coordinator)

Case Managers in Land Use Review (LUR) are the primary point of contact for the Applicant once a plan has been accepted for formal review. Case Managers are also Reviewers and produce the "Master Comment Report", which captures review comments from all disciplines for each review cycle.

I need to organize (label, move, group, etc.) the documents in the electronic file. Every case has different organizational styles and needs (and that's okay and good). I also need to add documents to the case file as the case progresses. While we generally want things organized chronologically in a case file, there may be a series of meetings with related documents (letters/emails), and regardless of chronology, I group those items together as I see fit each unique case. A Manager or Director may need to access the case file during a meeting (without Case Manager).

I control the release of comments and applicant submissions. I allow an Applicant to submit something that was inadvertently left out, or update something in the event of a team meeting. During the review cycle, I may need to provide draft comments with the Applicant.

I add Reviewers on an as-needed basis that may not have been included in the original review assignment.
I need to identify conflicting and similar comments, coordinate these conflicts/similarities efficiently, and choose the appropriate comments to keep. It is the Case Manager that will coordinate meetings to address some of these issues.

> Example: Unified development agreements are legal documents that are used procedurally in site plan, transportation, drainage/water quality, and potentially other disciplines. Many times these comments are repeated in a report.
>
> Example: Comments regarding certain issues may be in conflict.

At the end of each review cycle, I send consolidated comments as a Master Comment Report to the Applicant and Interested Parties, and have available for General Public viewing.
I need to know when all review comments have been cleared so I can process final approval and sign-off. I need to stamp and/or provide a signature on the plan sheet(s) upon approval. Sometimes I stamp specific sheets, no sheets, or all sheets in a plan.

Examples of Case Manager activities:

- Organize the case file
- Release the Master Comment Report
- Review comments for conflicts/overlap and facilitate resolution
- Add Reviewers to a case
- Stamp plans as approved

Development Assistance Center (DAC)

The Development Assistance Center (DAC) Planners consult with customers on all aspects of the development process and applicable development regulations to evaluate development proposals and guide customers to the appropriate permitting processes. Planners meet with walk-in customers each morning and by appointment in the afternoons. Customers may also schedule a development assessment meeting with the entire consulting team.

DAC reviews and processes corrections to approved site plans and site plan exemption determinations for minor development that is exempt from the site plan requirements. They provide copies of approved site and subdivision plans to customers for corrections and archives those approved plan changes to the original file.

DAC reviews and processes Land Status Determination requests by which a property owner or developer can determine if a parcel of land is exempt from the requirement to subdivide based on certain provisions of State and local regulations.

Services include: Process corrections; small plans changes; determinations; stamping approvals. Responds to questions from external Applicants. Limited review processes.

GIS Analyst

Proposed plans, approved plans, and/or as-builts (completed plans) are brought into GIS by various departments to serve a unique discipline or set of stakeholders. The GIS community is in interested in electronic file format(s) that are compatible with GIS.

GIS Base Mapping group creates polygons of boundaries (ideally) early in process to be available for Reviewers. They issue approvals in AMANDA only to move the workflow process forward.

Inspector

Inspectors make site visits to construction locations. They use site plans/plan sheets as part of the process and in some cases they coordinate with the developer to initiate the correction process. The constructing party is responsible for having a set of site plans on site. After construction is complete, the submission of final corrections should match as-built conditions. Information collected from the field should be available as part of the case file.

Unlike EV inspectors (that inspect the site for compliance with an approved site plan), a building inspector concentrates on a particular field: Building code, Electrical, Plumbing, and Mechanical (examples). A builder schedules an inspection through the system, and inspectors attend the inspections for which they are scheduled.
Reviewers and Inspectors want the capability to print 24" x 36" sheets (or sections of sheets) for use in the field. Current business practice is to use paper site plans for field visits to make notes & verify physical locations.

I may have a question about what was approved (oversight in review, or a waiver that might have conditions), or to just better understand what was expected during the review process. If a change to the plans or permit is required, I may contact the Reviewer to explain why and what needs to change.

During monthly inspections, I may see a deviation from the site plan. It may or may not be a deviation from code. I direct customer to go to DAC to make a correction if needed before the inspection can be approved. I will also call DAC if there is a significant correction to explain the situation.

Intake (Quality Review)

Intake reviews the application submittal packet for completeness, appropriateness and accuracy as the "gatekeeper" of minimum standards. There is a checklist used to double check completeness. If the package is complete, Intake creates a case "folder" in the case management system, verifies the Applicant has paid fees due, and starts the review clock. If the package is not complete, Intake works with the Applicant of what is missing so that it can be rectified.

I need the Applicant to submit updates in a controlled environment so that all Reviewers are looking at the same version during a single review cycle. Once a given review cycle is completed by staff, the door opens and the Applicant can update their case with a new updated plan set and supporting documents.
Site and subdivision applications go through a "completeness check" review process by Reviewers before the Applicant is cleared to submit a formal submittal packet. In the paper world, I coordinate the results of the completeness check back to the Applicant.

I need to assign Reviewers to the case during formal intake submittal. If possible, I'd like to assign the same Reviewers to all related cases (same order of process line; specialized disciplines, overlapping cases geographically; project resubmittals.)

Reviewer

Reviewers span disciplines, departments and locations across the City. While throughput requirements may vary, in general any delays to operational output creates risk of missing regulatory deadlines. Significant time needed to learn a new tool, too many clicks to complete a task or slow system response time would be looked upon unfavorably at best.

I need to markup a plan sheet with words, pictures, sketches, references, highlights, etc. that will communicate to the Applicant the elements of the plans that do not comply with City code. I need to review

the same set of plans as other Reviewers, sometimes concurrently. I conduct reviews in the office either as an individual or in a group setting. The use of GIS data and representations is integral to my review process.
If I'm using a tablet in the field, it is more challenging to view the 24"x36" plan sheet due to the screen size limitation of the tablet. It is important that I am able to navigate and see sections of the page as needed.
I need to make comments about the case to the Applicant that may not be best relayed as a markup. Comments are about comparing the submitted application form to the plans and land development code. Documented comments can be lengthy narratives, and are just as important as plan markups.
I need to see plan sheets in various configurations and clearly identify the elements in the plans that are relevant to my review. Sometimes it may be necessary to layout multiple sheets side by side, overlapped, etc. Typically I need to see a segment of a sheet in context of the whole project and/or the rest of a particular sheet or set of sheets. By seeing both the "big picture" and the area of interest simultaneously I can be more efficient and effective with my review comments. It is important that I understand where I am in the plan set at all times and can quickly move to another section/sheet dynamically. The system needs to make seeing everything easy to avoid rejecting an application in error.

I want to be able to calculate volumes, measure areas (acreage), distances (via poly-line or path), angles and RADii in the easiest way possible. To quickly compare and assess acceptable standards to sections of the plan sheet, I use a scalable tool to move around the page and measure. Measurement assessment could be for geometric shapes, diagrammatical details or figures.

I need to determine the applicant's scale is accurate and their example measurements are accurate.

> Example: I need to determine if calculations on the plan set match the application submittal. The plan set shows the site area to be 55 acres, but the Applicant filled out 42 acres on the application.

Interdisciplinary review items sometimes have overlapping concerns/issues. I need to dynamically share comments with other Reviewers and view other Reviewers' comments prior to generation of the Master Comment Report. This gives me an opportunity to identify potential conflicts and obtain clarifications before comments are sent to the Case Manager and Applicant. Ideally, I could see newly posted comments in real-time. In addition, the ability sort and/or rank comments (my own or other Reviewers) would highlight important issues to all parties reading the Master Comment Report.

I need to group comments on a single document based on topic for each discipline regardless of which system is capturing the markup/comment. The organization of comments helps the Applicant understand my review and respond accordingly.

I want to get notified that my review is needed on a case that has been formally submitted so that I can be included in the review process for applicable scenarios in order to provide comments to the Applicant. I may or may not be part of the AMANDA case management system workflow.

Examples of Reviewer activities:

- Markup plans
- Make general/narrative comments
- Print plans or segments of plans
- Advise Applicants
- Compare plans to GIS information
- Identify discrepancies between the submittal packet and site visit observations
- Group all comments in a document
- Compare plans
- Identify adjacent properties and its uses
- Measure features
- Collaborate with other Reviewers (internal and external)
- Approve or reject a plan submittal
- Clear comments

- Access and add case related information

Contributors are code experts and contribute to the design review process. They view application information, documentation and plans and may or may not markup plan sheet(s). Contributors may produce exemption or conditional approval letters which are either issued directly to the applicant and/or entered as comments (by either the Contributor or another Reviewer or Case Manager) into AMANDA.

Currently, several Contributing Reviewers "subscribe" to a weekly email that lists the new formal submittals for the week. They can look at the address column and see if there are any applications in their area of interest.

APPENDIX C: DEFINITIONS

Include the following definition of terms and any additional definitions needed for clarity during the life of the contract:

Term	Definition
Acceptance	Acceptance of the relevant Deliverable of this Statement of Work for the EPRS by the City, all at the discretion of the City under this Agreement. Acceptance can only occur after Vendor's successful completion of the relevant Acceptance Criteria listed in this Agreement and upon written statement of same to Vendor by the City Project Manager or otherwise authorized City staff. "Final Acceptance" of the System can only occur after successful Acceptance of all Deliverables, correction of all Defects, provision of all documentation, and written statement by the City Project Manager that the EPRS has met all Acceptance Criteria and is Fully Operational, at the sole discretion of the City.
Acceptance Criteria	The specific, required criteria stated within this Statement of Work (including, but not limited to, functional requirements, performance levels and processing times) that must be successfully met before a Deliverable is considered by the City to be satisfactorily and successfully delivered and functioning and ready for Acceptance (or Final Acceptance, as may be applicable), all as set forth in the Agreement.
Agreed Service Times (AST)	The service hours during which the EPRS is available.
Availability	EPRS has the ability to fully perform its agreed functionality as stated in the proposal. The calculation of "Availability" is the quotient of the time the EPRS is accessible to all users divided by the total possible time. Such calculation does not remove or discount planned outages time from total possible time.
Business Day	A day other than a Saturday, Sunday or other day on which the City is closed.
Commercial Off The Shelf (COTS)	A non-developmental item of supply that is both commercial and sold in substantial quantities in the commercial marketplace, and that can be procured or utilized under contract. For example, technology related items, such as computer software, hardware systems or free software with commercial support qualify. COTS purchases are alternatives to in-house developments. COTS typically requires configuration that is tailored for specific uses.
Confidential Information	Includes any information determined to be confidential or proprietary under Federal and State of Texas laws including, but not limited to the Licensed Software and Documentation, marketing and business plans, and technical information of either party.
Criminal Background Investigation (CBI)	The process of looking up and compiling criminal records, commercial records and financial records (in certain instances such as employment screening) of an individual. Results of a background check typically include past employment verification, credit score, and criminal history.
Defect	An error, flaw, mistake, failure, or fault in a computer program or system that produces an incorrect or unexpected result, or causes it to behave in unintended ways.
Design	To make a detailed plan of the form or structure of something, emphasizing features such as its appearance, and efficient functioning.
Deployment Plan	All of the activities that make a system available for use. The general deployment process consists of several interrelated activities with possible transitions between them. These activities can occur at Vendor's site or at the City's site or both. "Deployment" should be interpreted as a general process that has to be customized according to specific requirements or characteristics.
Development	The lowest environment where initial code is implemented and tested.
Documentation	The written descriptions, plans or training provided by Vendor to the City regarding the EPRS's functionalities and operation, including, but not limited to, documentation for the EPRS which describes the structure, operation, interfaces and maintenance of the EPRS.
Excused Removal	Removal of a Key Person in the event the individual designated as a Key Person is terminated

	from or leaves the employment of the Vendor or is unable to perform services due to death, disability, an extended absence resulting from illness, jury duty or other unforeseen emergency, grave personal circumstances, or there are other circumstances that the parties agree precluded the Vendor from complying with this section.
Fully Operational	Meeting all requirements listed herein and having been accepted by the City.
Integration Testing	The execution of predefined business flows, or scenarios, that emulate how the System shall run the City business.
Key Personnel / Key Person	Individual who the Vendor will not remove from providing their assigned services under the SOW until their completion without CITY's prior approval, except in the event of an Excused Removal.
Load and Stress Testing	Testing that shall be conducted to ensure the System has the appropriate resources and can handle the expected volumes of transactions and data.
On-Site	Taking place or provided at the location where work or some other activity is being carried out. Specifically, on-site means a City designated physical location.
Performance Testing	Testing that is performed to determine how fast some aspect of the System performs under a particular workload. It can also serve to validate and verify other quality attributes of the System, such as scalability, reliability and resource usage.
Production	The environment used for live production City business transactions.
Project Manager	City appointed project manager for the project.
Recovery Point Objective (RPO)	The acceptable amount of data loss measured in time. The recovery point objective is the point in time to which Vendor must recover data as defined by the City. This generally defines what the City determines is an "acceptable loss" in a disaster situation. RPO is independent of the time it takes to get a non-functional system back on-line (the Recovery Time Objective). If the RPO is two hours, then when a system is brought back on-line after a disaster, all data must be restored to a point no longer than two hours before the disaster.
Recovery Time Objective (RTO)	The duration of time and a service level within which a business process must be restored to fully operational after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity. It includes the time for trying to fix the problem without a recovery, the recovery itself, tests and the communication to the users.
Services	All work or labor performed for the City on an independent Contractor basis other than construction.
System(s)	All goods and services, including, but not limited to, hardware, software, documentation, data, communications devices, consultation, implementation and training services and components delivered by Vendor to the City.
Test	The environment to which code is migrated after it has passed the testing completed in the Development environment.
Training	The environment which is used for EPRS end user training.
Unit Testing	The process in which configuration components and programs are validated to ensure they operate correctly according to the City's business requirements herein.
User Acceptance Testing (UAT)	Testing performed by a predefined set of end users. The test data should be as close to "live" data as possible.
Vendor	A person, firm, or entity that sells Goods and/or Services.

Communications and Technology Management Technical Reference Model and Standards
Appendix D

TECHNICAL REFERENCE MODEL		
Area	**Category**	**Standard**
Application Technology		
Development Tools	Analysis, Design and Modeling	UML
	Requirements Management	RSA (Rational Software Architect)
	Software Change and Configuration Management Tools	GIT CVS MS Team Foundation Server Subversion GIT
	Web Authoring Tools	Drupal (outward) Plone (Inward)
Software Engines	Search Engines	Solr
	Geographic Information System (GIS) Engines	ESRI ArcGIS for Desktop ArcGIS for Server ArcGIS Online Smallworld Electronic Office ArcSDE FME
	Business Rules Engines	BPM BPMN
	Business Process Management Engines	Websplore
Application and Web Server Software	Application Server Software	ASP.NET ArcGIS Server (includes server extensions) FME Server
	Web Server Software	Apache

		Internet Information Services (IIS) Cold Fusion IBM Websphere Oracle WebLogic
Integration Software	Enterprise Service Bus (ESB)	
	Service Registry	
	SOA Governance	
	Messaging Oriented Middleware (MOM)	
	Device Integration	
Application Testing Software	Debugging Test Tools	Visual Studio PL/SQL Developer Fiddler Chrome Developer Tools Firebug (Firefox plugin) IE Developer Tools
	Function Testing Tools	PL/SQL Developer
	Load and Performance Testing Tools	PL/SQL Developer Visual Studio
	System Testing Tools	Visual Studio PL/SQL Developer
	Unit Testing Tools	Visual Studio PL/SQL Developer
Information Management Technologies		
Business Intelligence & Data Warehouse Platforms	Business Intelligence Platforms	Microstrategies Qlikview Cognos
	Web Reporting Tools	Google Analytics Crystal Reports

		DBNetGrid Birt CADReports Microcall
	Dashboard/Scorecard Tools	Microstrategies
	Data Mining Tools	Oracle Discoverer PL/SQL Developer
	Data Warehouses	Oracle SQL Server
	Geospatial Tools	ArcGIS Desktop
	Data Analytics (Statistical Analytics, Prediction, and Modeling)	ERWin Visio
	Unstructured Data/ Natural Language Processing	EDIMS OS File CIFS
Data Management	Database Connectivity	PL/SQL Developer Oracle SQL Developer Oracle SQL *Net ODBC/OLE DB
	Object Oriented DBMS	Oracle
	Relational DBMS	Oracle SQL Server My SQL
	Columnar DBMS	Oracle SQL Server
	Database Related Management Tools	Oracle Enterprise Manager IDERA PL/SQL Developer
Data Integration	Database Replication and Clustering	PL/SQL Developer FME Oracle Real Applications Cluster (RAC)

		SQL Server Cluster
	Data at Rest	EMC NetApp Storage
	Data Synchronization	GeoWorx Sync DFS
	Extract, Transform, Load (ETL)	SQL Server Integration Server PL/SQL Developer FME Server FME Desktop SQLLoader Microsoft SSIS Oracle
	Data in Motion (Common Message Terminology and Semantics)	SQL *Net TCP/IP BigIP
Collaboration and Electronic Workplace		
Collaboration Software	Content Management	Sharepoint GIT Subversion Drupal CMS Plone CMS
	Electronic Messaging	Microsoft Exchange
	Unified Messaging	
	E-Mail and Calendaring	Microsoft Outlook
	Real Time and Team Collaboration	Sharepoint GOTOMYPC GoToMeeting Cisco VPN NetMotion Citrix Adobe Connect Vidyo

		tWiki FTP
	Shared Whiteboard	SmartBoard BMC Service Desk Express
	Process and Schedule Synchronization	Tivoli Windows Mobile Device Center
	Computer Based Training (CBT)	Adobe Connect
Productivity Software	Accounting and Finance	AIMS
	Desktop Publishing	Microsoft Publisher
	File Manager and Viewer	EIDMS (Opentext) Adobe Acrobat
	Enterprise Faxing	Captaris Rightfax
	Graphics Design Software	
	Health Care	ePCR
	Multimedia Software	Adobe Createsuites
	Standard Office Suite	Microsoft Office 2010
	Miscellaneous Productivity Tools and Utilities	HTML – RIT SnagIt
	Web Browsers	Internet Explorer (Internal staff) Firefox (Internal Staff) Safari (not patched) Chrome (not patched)
	Case Management	AMANDA BMC Magic Service Desk Express FDM Versadex LIMS
	Surveys	Survey Monkey Survey Builder Sharepoint
Systems Management		
Systems Management Tools	Alert management	Nagios

		Orion Solarwinds Puppet Microsoft SCCM Ideara Tivoli Trend IWSVA Netbotz ISX Environmental Monitoring Avaya ASA Avaya Session Manager ADV NMS
	Application Management	Tivoli
	Data Center Automation Software	Appsense Idera Microsoft SCCM EMC Networker APC Structureware Prologics Active Directory
	Disaster Recovery	NetApp VSC Replistor
	Monitoring	Nagios Orion Solarwinds
	System Change and Configuration Management	Puppet Microsoft SCCM
Network Infrastructure	Switching and Routing	CISCO ADVA
	Load Balancing and Failover	F5 Big IP
	Network Name and Address	Windows DHCP Windows DNS IP IPv6 (not used yet)

		IPsec WINS BIND DNS
Network and Telecommunications		
Transport	Local /Campus Area Network (LAN/CAN)	Cisco Brocade
	Wide Area Network (WAN)	Cisco ADVA
	Telecommunications	GAATN Fiber COATN Fiber AT&T Connections Avaya equipment Nortel equipment
	Cabling	BICSI
Wireless and Mobile Networks	Cellular Networks	AT&T (Public Safety) Verizon (Public Safety) AT&T (AVL- Public Safety) Verizon (AVL) Sprint (AVL)
	Secure WiFi	Cisco WAP
	Public WiFi	Cisco WAP
	Radio	P25 Motorola
	Satellite	
	Pagers	USA Mobility
	Aircards	Sprint Verizon AT&T
End User Computer Devices	Personal Computers (PCs)	Dell Optiplex Dell T3500 Dell T5500 Dell Latitude 6520

	Mobile Hardware	Win Mobile ipad iphone android smartphones
	Hardened laptops	Panasonic Dell
Platforms and Storage		
Operating Systems	OS - Desktop/Laptop	Win 7 Win 8
	OS – Mainframe	AIX
	OS – Mobile Device	Android Windows IOS
	OS – Server	Windows Server AIX Redhat CentOS
	OS – Cluster and Availability	VMWare HAEMP
	Application and OS Deployment	Puppet SCCM WDS
	OS Tools	Hyena
Cloud Services / Virtualization	Cloud Technologies	ArcGIS Online
	Virtualization Software	VMWare Citrix Xen Server Cisco VPN Client VirtualBox
Storage	Long Term Back-up	EMC Networker

		NetApp Avamar Legato
	Operational Recovery	EMC Networker NetApp Avamar
	Production	EMC Networker NetApp
System Management Tools	Network Performance Optimization	Microsoft SCCM Trend Antivirus Puppet GitHub PKI GPO Squid (caching) IBM HMC
	Logging	Splunk
	Patch Management	WSUS

.

Appendix D

TECHNICAL STANDARDS				
ID#	**Topic**	**Description**	**Priority - City Hosted**	**Priority - SaaS Only**
Technical Architecture				
1	General	The system shall have web-enabled components of the application that meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.	Mandatory	Mandatory
2	Application Architecture	The system shall provide all screens, reports and transactions through a web browser.	Preferred	Preferred
2.1	Application Architecture	No requirement to deploy application code to client workstations (Note: Java Runtime Environment (JRE) is an exception)	Mandatory	Mandatory
3	Application Architecture	The system shall provide the ability to automate the deployment of software and updates to user workstations including, but not limited to web-based deployment tools, push/pull software to the desktop. (Note: Applicable only to run-time environment, like Java)	Mandatory	Mandatory
4	Application Architecture	The system shall provide built-in application and system configuration tables accessible by all modules	Mandatory	Mandatory
5	Application Architecture	The system shall provide customizable user portals including, but not limited to the ability to customize menus and forms, by user without modification of program code.	Preferred	__
6	Application Architecture	The system shall provide (if needed) the ability to manage automatic job scheduling (i.e. batch jobs, billing) including, but not limited to the interface with external job schedulers and automatic notification capabilities when a job abnormally terminates. The City currently support UNIX CRON, Tivoli work Scheduler, Oracle DBMS_JOBS, and MS SQL DTS.	Mandatory	__
7	Application Architecture	The system shall provide forms-based data validation (field level validation) and display error messages when validation fails (i.e., user enters text in a numeric field).	Mandatory	Mandatory
7.1	Application Architecture	Copy, cut, paste, and undo capability from data fields and screens to other applications	Mandatory	Mandatory

8	Application Architecture	The system shall provide the ability to perform mass changes to a defined group of transactions, with appropriate selection criteria.	Mandatory	Mandatory
9	Application Architecture	The system shall provide the ability to effective date transactions and table updates including, but not limited to future and retroactive changes, based on user-defined criteria.	Mandatory	Mandatory
10	Application Architecture	The system shall provide the ability to drill down from a transaction view to the supporting source document or record, regardless of the module source	Mandatory	Mandatory
11	Database Architecture	The system shall provide standard data extraction Application Program Interface (API) to allow import and export of data to other systems.	Mandatory	Mandatory
12	Database Architecture	The system shall provide the ability to import and export information to/from external applications and formats including but not limited to the following:	Preferred	Preferred
12.1	Database Architecture	MS Word	Preferred	Preferred
12.2	Database Architecture	MS Excel	Preferred	Preferred
12.3	Database Architecture	MS Access	Preferred	Preferred
12.4	Database Architecture	PDF	Preferred	Preferred
12.5	Database Architecture	XML	Preferred	Preferred
12.6	Database Architecture	Comma delimited	Preferred	Preferred
12.7	Database Architecture	Tab delimited	Preferred	Preferred
12.8	Database Architecture	Space delimited	Preferred	Preferred
12.9	Database Architecture	Quotation delimited	Preferred	Preferred
12.10	Database Architecture	ASCII	Preferred	Preferred
12.11	Database Architecture	HTML	Preferred	Preferred
13	Database Architecture	The system shall provide the ability to encrypt sensitive data by column.	Preferred	Preferred
14	Database Architecture	The system shall provide the ability to encrypt sensitive data by row.	Preferred	Preferred
15	Database Architecture	The system shall provide Structured Query Language (SQL) capabilities for database queries.	Mandatory	__

16	Database Architecture	The system shall provide the ability to exchange database information using industry accepted standards and formats including the following:	Mandatory	Mandatory
16.1	Database Architecture	XML	Mandatory	Mandatory
16.2	Database Architecture	JSON	Mandatory	Mandatory
17	Database Architecture	The system shall provide the ability to utilize enterprise-defined naming conventions and standards including, but not limited to data elements, entities, tables, programs, report names, etc.	__	Preferred
18	Database Architecture	The system shall provide the ability to copy, archive and retrieve data to external storage media (e.g. tape, DVD, SAN) based on user-defined selection criteria.	Mandatory	Mandatory
19	Database Architecture	The system shall provide the ability to perform database maintenance including, but not limited to backup and upgrades without requiring system downtime during core business hours.	Mandatory	Mandatory
20	Infrastructure	Utilizes industry standard virtualization infrastructure capabilities to support load balancing.	Mandatory	Mandatory
21	Integration Architecture	The system shall provide the ability to set up appropriate approval, audit trail, and reconciliation procedures for all inbound and outbound interfaces.	Mandatory	Mandatory
22	System Administration Toolkit	If the proposed system is Simple Network Management Protocol (SNMP) compliant, the Vendor shall provide standard Management Information Base (MIB) files for all SNMP-enabled components.	Mandatory	__
23	Application Architecture	The system shall provide the ability to apply future upgrades and patches without impacting existing application user interface customizations (e.g., user-defined forms/fields, web interface, etc.).	Mandatory	Mandatory
24	Infrastructure	If the proposed solution includes electronic hardware such as servers or network devices, all network-enabled hardware must support auto-negotiation of network speeds and duplex settings, including 10 mbps, 100 mpbs and Gigabit Ethernet, if applicable.	Mandatory	__
25	Infrastructure	The proposed application should NOT require static network routes.	Mandatory	__

26	Infrastructure	The proposed solution must be capable of operating over routed subnetworks (does not require components to be co-located on the same subnetwork).	Mandatory	—
27	Database Architecture	The proposed solution shall include a method of purging record data from the database(s) ensuring referential integrity with master/ child records.	Mandatory	Mandatory
28	Application Architecture	The proposed solution shall support Distributed File System (DFS) shares for file access.	Mandatory	Mandatory
29	Database Architecture	The proposed solution shall use the same data validation criteria for bulk data loads as it does for manual data entry.	Mandatory	Mandatory
30	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall have display screens that are readable in conditions ranging from darkness to direct sunlight.	Mandatory	Mandatory
31	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall be resistant to heat, cold, moisture, dust and shock.	Mandatory	Mandatory
32	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall be capable of receiving program or firmware updates via network connections.	Mandatory	Mandatory
33	Infrastructure	The Vendor shall use standard Domain Name Services (DNS) for identifying all server components in the system.	Mandatory	Mandatory
34	Infrastructure	The proposed solution shall use an accurate, NIST time source for a traceable time stamp, which is applied to various transactions or key events.	Mandatory	Mandatory
35	Infrastructure	If the solution back-end components use date/time stamping, the client-side components shall be synchronized with the back-end servers.	Mandatory	Mandatory
Solution Architecture				
36	System Flexibility	The system shall provide highly configurable screens including, but not limited to repositioning fields, renaming fields, removing or inactivating unused fields, and allowing the addition of custom-defined fields.	Preferred	Preferred

37	System Flexibility	The system shall provide the ability to accommodate long fields (e.g. long names, unicode, hyphenated names).	Preferred	Preferred
38	System Flexibility	The system shall provide the ability to define business rules based on user-defined criteria (e.g. organizational level, account code, bargaining unit, location, program, grant).	Mandatory	Mandatory
39	System Flexibility	The system shall provide the ability to create and/or modify user-defined business rules to validate data at the at the time of entry.	Preferred	Preferred
40	Security & Authentication	The system shall provide the ability to restrict access to the application for remote, by client IP address or network address range.	-	Mandatory
41	Security & Authentication	The system shall comply with all applicable City mandated security protocols and standards.	Mandatory	Mandatory
42	Security & Authentication	The system shall provide adequate protection of data covered by regulatory or other compliance requirements (e.g. U.S. Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA)).	Mandatory	Mandatory
43	Security & Authentication	The system shall provide the ability to use a single user sign-on for all modules with security configured for each module (i.e. user to gain access to the database associated with the application without re-entering the user ID and password). The single sign-on capability shall be compatible with the user's operating system sign-on.	Preferred	Preferred
44	Security & Authentication	The system shall provide the ability to create user IDs with an expiration date and time and link the user logon ID to the employee or contractor Information including, but not limited to identification number, assigned locations, etc.	Preferred	Preferred
45	Security & Authentication	The system shall provide the ability to support 128-bit SSL or higher or TLS, between the client browser and all application modules.	Mandatory	Mandatory
46	Security & Authentication	Provide encryption capability for application data exchanged between the front-end user system and the back-end servers.	Mandatory	Mandatory
47	Security & Authentication	The system shall provide protection against authorized access to data by persons and other software programs.	Mandatory	Mandatory

48	Security & Authentication	The system shall provide the ability to display, at logon, the last date and time the user accessed the system.	Preferred	Preferred
49	Security & Authentication	The system shall allow an administrator to inactivate user access	Mandatory	Mandatory
50	Security & Authentication	The system shall provide the ability to suspend user access based on a table-driven parameter (i.e. employment status).	Preferred	Preferred
51	Security & Authentication	The system shall allow the ability to manage user permissions centrally for all modules of the applications.	Mandatory	Mandatory
52	Security & Authentication	The system shall mask (i.e., substituting password characters with '*') passwords as they are entered into the system.	Mandatory	Mandatory
53	Security & Authentication	The system shall provide the ability to support using tokens and/or passwords for user logons.	Mandatory	Mandatory
54	Security & Authentication	The system shall provide the ability to for users to change password and allow users to periodically change their password and allow password expiration.	Mandatory	Mandatory
55	Security & Authentication	The system shall provide the ability to suspend user-access after a user-defined period (e.g. 90 days) of inactivity.	Preferred	Preferred
56	Security & Authentication	The system shall provide the ability to configure passwords including, but not limited to the following:	Mandatory	Mandatory
56.1	Security & Authentication	A minimum password length of at least eight characters.	Mandatory	Mandatory
56.2	Security & Authentication	Support passwords that are case sensitive, contain numbers, alphanumeric characters, and special characters.	Mandatory	Mandatory
56.3	Security & Authentication	Require complex passwords based on user defined criteria.	Mandatory	Mandatory
56.4	Security & Authentication	Prevent trivial passwords (e.g. repeat characters, keyboard strings).	Preferred	Preferred
56.5	Security & Authentication	Prevent re-use of passwords	Preferred	Preferred
56.6	Security & Authentication	Require non-dictionary-based passwords	Preferred	Preferred
57	Security & Authentication	The system shall provide the ability to record the date and time the password was changed.	Mandatory	Mandatory

58	Security & Authentication	The system shall provide the ability to deny user access after a City-defined number of unsuccessful attempts to logon.	Mandatory	Mandatory
59	Security & Authentication	The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Mandatory	Mandatory
60	Security & Authentication	The system shall provide the ability to record and maintain past security profiles (i.e. history of security access for an employee) when changes are made to an employee's security profile.	Preferred	Preferred
61	Security & Authentication	The system shall provide the ability to assign application access rights for the entire suite of applications at a single point of entry.	Mandatory	Mandatory
62	Security & Authentication	The system shall provide the ability to control access to all activities (e.g. online transactions, batch processing, report writer, query, system utilities) including, but not limited to the following levels:	Mandatory	Mandatory
62.1	Security & Authentication	System	Mandatory	Mandatory
62.2	Security & Authentication	Database	Mandatory	Mandatory
62.3	Security & Authentication	Module	Mandatory	Mandatory
62.4	Security & Authentication	Field	Mandatory	Mandatory
62.5	Security & Authentication	Inquiry	Mandatory	Mandatory
62.6	Security & Authentication	Report	Mandatory	Mandatory
62.7	Security & Authentication	Approval	Mandatory	Mandatory
62.8	Security & Authentication	Transaction	Mandatory	Mandatory
62.9	Security & Authentication	Table	Mandatory	Mandatory
62.10	Security &	Individual	Mandatory	Mandatory

	Authentication			
62.11	Security & Authentication	Group	Mandatory	Mandatory
62.12	Security & Authentication	Organization (e.g. department, division)	Mandatory	Mandatory
62.13	Security & Authentication	User Role (e.g. supervisor, data entry, review only) across all functional areas.	Mandatory	Mandatory
62.14	Security & Authentication	User Site (i.e. location) across all functional areas.	Mandatory	Mandatory
62.15	Security & Authentication	Position across all functional areas.	Mandatory	Mandatory
62.16	Security & Authentication	Period	Mandatory	Mandatory
63	Security & Authentication	The system shall provide the ability to create and maintain security profiles to control access including, but not limited to the following:	Mandatory	Mandatory
63.1	Security & Authentication	Employee Level	Mandatory	Mandatory
63.2	Security & Authentication	Module	Mandatory	Mandatory
63.3	Security & Authentication	Field	Mandatory	Mandatory
63.4	Security & Authentication	Transaction Type	Mandatory	Mandatory
63.5	Security & Authentication	Employee Group	Mandatory	Mandatory
63.6	Security & Authentication	Standard Report	Mandatory	Mandatory
63.7	Security & Authentication	Ad hoc Report	Mandatory	Mandatory
64	Security & Authentication	The system shall provide the ability to automatically log users off the system when there has been no activity for a pre-defined period.	Mandatory	Mandatory

65	Security & Authentication	The system shall provide the ability to generate summary and detail reports including, but not limited to user access, usage logs, audit logs, failed and/or unauthorized access attempts based on user defined parameters (e.g. audit requirements). The system shall also provide the ability to alert the application administrator when any of these events exceed a specific threshold.	Mandatory	Mandatory
66	Security & Authentication	The system shall provide the ability to utilize session encryption methods necessary to ensure the secure electronic transfer of sensitive information.	Mandatory	Mandatory
67	Database Architecture	The system shall provide the ability to set up log event triggers to automatically notify the system administrator when user-defined database conditions are met. (Note: If a hosted solution, provide access to configurable alerts)	Mandatory	
68	Audit	The system shall provide user-defined audit features for all transactions in solution including, but not limited to all historical changes, date, time, and User ID of the person making the change.	Mandatory	Mandatory
69	Audit	The system shall provide the ability to prevent audit records from being deleted or altered, except as part of a system administration archival process.	Mandatory	Mandatory
70	Audit	The system shall provide the ability for audit-tracking reports including, but not limited to user access and usage logs.	Mandatory	Mandatory
71	Audit	The system shall provide the ability to archive and restore audit logs.	Mandatory	Mandatory
72	Data Storage & Archiving	The system shall provide online access to the current year plus unlimited previous years of all types of data retained in the system, and shall provide archive capabilities thereafter.	Mandatory	Mandatory
73	Data Storage & Archiving	The system shall provide the ability to archive data to external storage media and support partitions, based on user-defined including, but not limited to number of years.	Mandatory	Mandatory

74	Data Storage & Archiving	The system must be capable of exporting all the content, including all the metadata entered by users as well as system generated metadata and any digital objects associated with the content, into non-proprietary file formats (e.g. xml/csv/txt and Tiff/PDF/JPG etc.) and all exported content must be linked either through naming conventions or metadata elements. This shall include the following capability:	Preferred	Preferred
74.1	Data Storage & Archiving	For content that is of permanent value, the system shall have a mechanism of extracting that content, and all associated metadata, from the system on a pre-defined time schedule, as well as by ad hoc requests.	Preferred	Preferred
75	Business Continuity and Disaster Recovery	The system shall provide full recovery and system backup capabilities for all online and batch transactions according to City-specified timeframes.	Mandatory	Mandatory
76	Business Continuity and Disaster Recovery	The system shall provide the ability to restore transactions from the database transaction log.	Mandatory	Mandatory
77	Business Continuity and Disaster Recovery	The system shall provide software redundancy, including but not limited to:	Mandatory	Mandatory
77.1	Business Continuity and Disaster Recovery	Software crash tolerance (i.e. server and client software shall maintain its integrity in case of power failures and abrupt shutdowns).	Mandatory	Mandatory
77.2	Business Continuity and Disaster Recovery	Redundancy in the application server tier with automated cut-over	Mandatory	Mandatory
77.3	Business Continuity and Disaster Recovery	Redundancy in the database server tier with automated cut-over	Mandatory	Mandatory
77.4	Business Continuity and Disaster Recovery	Restart and recovery capability after system/server failure with no loss of data or software components.	Mandatory	Mandatory
77.5	Business Continuity and Disaster Recovery	Roll-back capability	Mandatory	Mandatory

77.6	Business Continuity and Disaster Recovery	Integrity checking capability to identify the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.	Mandatory	Mandatory
77.7	Business Continuity and Disaster Recovery	File protection capability to limit the types of operations (e.g. read, write, delete, data dictionary modification) that can be performed by individual users on given data or program files.	Mandatory	Mandatory
77.8	Business Continuity and Disaster Recovery	Incremental, differential, and full backups and restores of the database, core and customized software, software and database configuration options, user preferences and rights, etc. This includes the ability to recover specific data records and/or files from backup and/or near-line storage.	Mandatory	Mandatory
78	Business Continuity and Disaster Recovery	The system shall provide the ability for authorized users to view and print application error logs online.	Preferred	
79	Business Continuity and Disaster Recovery	The system shall provide the ability to alert specified users when key components are unavailable (e.g., DBMS, servers, interfaces, network transport, etc.).	Mandatory	Preferred
80	Business Continuity and Disaster Recovery	The proposed solution shall permit the administration of application updates and operating system security patches without downtime.	Preferred	Preferred
81	Security & Authentication	The system shall be PCI-compliant when handling credit card transactions.	Mandatory	Mandatory
82	Security & Authentication	The system shall ensure the City's data is not made available to any other parties not specifically authorized to view or access the data. (ASP Hosted)	__	Mandatory
83	Security & Authentication	If, as a result of annual security assessments, high vulnerabilities are discovered, they must be remediated within one month of discovery.	__	Preferred
84	Security & Authentication	The vendor must conduct a 3rd party annual security assessment of all tiers of its hosting facility, including application servers and network devices. Copies of the security audit reports must be provided to the City of Austin annually. (ASP Hosted)	__	Mandatory

85	Data Storage & Archiving	The vendor shall provide the City a complete copy of current and archived data hosted by an ASP provider in the event of contract termination. (ASP Hosted)	__	Mandatory
86	Data Storage & Archiving	Hosted solutions shall support off-line storage of the City's data at the City's site. (ASP Hosted)	__	Mandatory
87	Data Storage & Archiving	The solution shall support future releases of the application without rendering the archived data unusable.	Mandatory	Mandatory
88	Security & Authentication	The proposed solution shall not require operating system administrator privileges on the client workstation(s) to run or receive application updates.	Mandatory	Mandatory
89	Security & Authentication	If bulk data loads via the Internet are supported by the solution, a secure network transport method for bulk data shall be supported.	Mandatory	Mandatory
90	Security & Authentication	When new users are created, the security permissions assigned to the new accounts shall default to least privileged.	Mandatory	Mandatory
91	Security & Authentication	Authorized users shall have the ability to monitor (in near real-time) and report on file access activities for a particular user, group, application, device, and file.	Preferred	Preferred
92	Security & Authentication	The solution shall display a configurable security banner upon login.	Preferred	Preferred
93	Security & Authentication	The proposed solution shall include re-assignable application ports to maintain network security.	Preferred	Preferred
94	Security & Authentication	The proposed solution shall provide a method to rename built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Preferred	Preferred
95	Security & Authentication	The proposed solution shall provide a method to change the passwords for built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Mandatory	Mandatory
96	Security & Authentication	When the vendor is connected to the City's VPN for solution support purposes, single tunneling shall be required (which means that they are disconnected from their local network during the VPN session).	Mandatory	Mandatory

97	Security & Authentication	Passwords must NOT be included in automated sign-on procedures, stored unencrypted in cache, or transmitted as clear text over the network.	Mandatory	Mandatory
98	Security & Authentication	The application shall provide a transaction log related to changes made to security (roles/groups/permissions).	Mandatory	Mandatory
99	Security & Authentication	To help enforce City's security policies, the solution shall allow the application administrator to disconnect a particular user and to lock out a user during an active session.	Mandatory	Mandatory
100	Security & Authentication	The application shall allow the Application Administrator to restrict generic logins.	Mandatory	Mandatory
101	Security & Authentication	The application shall allow the Application Administrator to set the number of concurrent logins for a particular user on the same or on multiple workstations. The application shall generate an alert if a user attempts or exceeds this number.	Preferred	Preferred
102	Data Storage & Archiving	The solution shall be capable of utilizing computer storage devices (SAN).	Mandatory	__
103	Data Storage & Archiving	The City shall be able to accurately plan for storage and backup requirements, both for initial implementation and for future growth.	Mandatory	__
104	Data Storage & Archiving	The proposed solution shall be capable of dynamically accepting changes to network configurations with little or no impact on solution availability (i.e. installing additional servers/workstations and changing the IP or subnet of any of the servers).	Mandatory	__
Solution Technology				
105	End-User Interface	The system shall provide end-user interfaces capabilities including, but not limited to the following:	Preferred	Preferred
105.1	End-User Interface	Consistent look and feel across all modules.	Preferred	Preferred
105.2	End-User Interface	Ability to customize views throughout all modules at the field and record level.	Preferred	Preferred

105.3	End-User Interface	Enable the user to complete each step in the workflow process within a given screen (i.e. the end-user shall not be required to navigate to multiple screens to complete a task(s) in the workflow).	Preferred	Preferred
106	End-User Interface	The system shall provide a variety of ways to navigate the system including, but not limited to the following:	Preferred	Preferred
106.1	End-User Interface	Menu-driven	Preferred	Preferred
106.2	End-User Interface	Drop-down lists for selection of valid responses	Preferred	Preferred
106.3	End-User Interface	Icon-based	Preferred	Preferred
106.4	End-User Interface	Kiosk, mobile device presentation	Preferred	Preferred
107	End-User Interface	The system shall allow customizable views, including but not limited to the ability to accommodate both the casual and power users requiring different views, and the integration of information from multiple modules into a unified end-user display	Preferred	Preferred
108	End-User Interface	The system shall provide “out of the box” functionality which allows end-users data entry and/or inquiry access from mobile/devices/PDAs.	Preferred	Preferred
109	End-User Interface	The system shall support multiple languages for specific transactions including, but not limited to time entry and public portal.	Preferred	Preferred
110	End-User Interface	The system shall meet Web Accessibility standards including, but not limited to the ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see http://www.access-board.gov/sec508/summary.htm). (Web based applications must be ADA compliant following the specifications of 508c of the Americans With Disabilities Act. If compliance is not possible, reasonable alternatives may be considered.)	Mandatory	Mandatory
111	Data Entry Support & On-Line Help	The system shall provide field level edit checks for transactions during data entry and provide immediate user feedback including, but not limited to error messages, potential possible corrective actions, warnings, data validation from external sources (e.g. GIS data for address validation, USPS for zip code validation).	Preferred	Preferred

112	Data Entry Support & On-Line Help	The system shall provide online help that displays data field definitions for all user-entered data fields.	Preferred	Preferred
113	Data Entry Support & On-Line Help	The system shall provide the ability to design a preferred sequence to make data-entry columns and fields match the order of information in organization source documents.	Preferred	Preferred
114	Data Entry Support & On-Line Help	The system shall provide the ability to describe the nature of data entry errors and potential solutions.	Preferred	Preferred
115	Data Entry Support & On-Line Help	The system shall provide the ability to allow data entry fields to default to the last entry for applicable data fields as determined by the City.	Preferred	Preferred
116	Data Entry Support & On-Line Help	The system shall provide the ability to auto-fill an entry based on the transaction and/or field entry (e.g., dates, city, state, zip, etc.)	Preferred	Preferred
117	Data Entry Support & On-Line Help	The system shall provide the ability to restrict free form entry (e.g. require use of drop-down calendar for date field).	Mandatory	Mandatory
118	Data Entry Support & On-Line Help	The system shall provide the ability to accept mass data entry from an external source, including the ability to load through automated interface.	Preferred	Preferred
119	Security	The system shall have the ability to encrypt data (e.g. medical records, personal information)	Preferred	Preferred
120	Data Entry Support & On-Line Help	The system shall provide the ability to perform intelligent spell checking of text fields.	Preferred	Preferred
121	Data Entry Support & On-Line Help	The system shall provide the ability to minimize the use of the mouse when an end-user performs data entry functions.	Preferred	Preferred
122	Data Entry Support & On-Line Help	The system shall provide the ability for user to receive confirmations and notifications for user transactions, batch transactions, and system administrator transactions.	Preferred	Preferred
123	Data Entry Support & On-Line Help	The system shall provide the ability for end-users to receive clear and non-technical error messages including, but not limited to the following:	Preferred	Preferred
123.1	Data Entry Support & On-Line Help	The exact status of the transaction.	Preferred	Preferred

123.2	Data Entry Support & On-Line Help	The options for on-line help.	Preferred	Preferred
123.3	Data Entry Support & On-Line Help	The options for additional help including phone, fax number, and a pre-formatted e-mail problem report.	Preferred	Preferred
124	Data Entry Support & On-Line Help	The system shall provide customizable auto-save functionality that periodically retains data in case data entry is suspended or interrupted.	Preferred	Preferred
125	Data Entry Support & On-Line Help	The system shall provide the ability for the City's authorized users to create and/or modify the content of on-screen error messages.	Preferred	Preferred

Avolve Software Corporation

RFP Response for

City of Austin

Electronic Plan Review Software Solution

Primary Contact:
Cindy Bernstein
Director of Sales, Southeast Region
Avolve Software Corporation
4835 East Cactus Road, Suite 420
Scottsdale, Arizona 85254
T: 919.460.1354
F: 602.923.3544
cbernstein@avolvesoftware.com
March 27, 2014

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SCOPE OF WORK	26
APPA	APPENDIX A, CURRENT STATE SUBDIVISIONS WORKFLOW	2
APPB	APPENDIX B, USER PROFILES	5
APPC	APPENDIX C, DEFINITIONS	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
ATTA	ATTACHMENT A, COST PROPOSAL SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #310 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to

perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Avolve Software Corp

Federal Tax ID No.: [redacted]

Printed Name of Officer or Authorized Representative: Ron Loback

Title: Chief Executive Officer

Signature of Officer or Authorized Representative:

Email Address : rloback@avolvesoftware.com

Phone Number : 602-903-3111

*__Proposal response must be submitted with this Offer sheet to be considered for award__

Executive Summary

Avolve Software appreciates the opportunity to respond to the City of Austin request for proposal for an Electronic Plan Review Software Solution. We are excited about the possibility of working with the City to implement a Best in Class Solution that will serve the City and its citizens for many years to come.

Avolve invented electronic plan review. From the first installation of ProjectDox® in 2005 to the present, we continue to lead the industry. We are shaping the industry now and for the future by our service on Boards such as the International Code Council (ICC) and FiaTech, along with many others. The City will want to select a solution that protects and maximizes its investment. A selection of ProjectDox not only ensures immediate success, but it means that you will always have access to the latest technology.

ProjectDox is the only electronic plan review solution to be endorsed by the ICC. We also wrote and teach the course for electronic plan review, now an accredited course for ICC members.

With its years of experience, Avolve understands industry leading best practices. We have learned from over 100 implementations – at jurisdictions like Austin - and share those best practices with our clients. We have extensive experience with large scale, cross-departmental implementations for larger cities and counties. Avolve knows what it takes to succeed, can help the City avoid time-consuming start-up mistakes, and will get the City into production faster – lowering your costs and delivering business value sooner than alternatives.

Avolve does not count users or seats when it licenses ProjectDox, another important difference. We recognize that a City like Austin cannot foresee just yet how many internal users or external applicants might be involved in plan review processes. ePlan assimilation is key to the City's project success. The City will not want to count users or restrict access just because the software license requires it. You never have to worry about that with ProjectDox. Also, ProjectDox is web based. It doesn't matter where one is – project information and documents are always available. That means contractors, other agencies, and applicants have access to the information they need without special software requirements. ProjectDox enables concurrent reviews of documents. No more waiting for one department to finish its review before another can begin. And with our support of over 256 different document types, the City can take anything from PDFs to CAD drawings to photographs and court documents. Though we established our reputation meeting the needs of building plan review, our customers now deploy ProjectDox in departments across the enterprise, including planning, public works, health, GIS, fire, police, even events and transportation. Some of our customers use ProjectDox as a document management system. So the City of Austin can feel confident, beyond phases one and two that it has a solution that can cover the entire enterprise.

Your RFP requires integration to existing back-office systems. That is no problem for Avolve. We have integrations existing for most major players in the market and a proven system that works, from permitting systems to document management and archiving systems, GIS systems and others.

We are proposing a complete solution for the City of Austin that will cover items listed in the RFP and some you may not have yet considered. We are confident that our capabilities fully satisfy the requested phases, including workflows and integrations and the processes for building and planning/zoning. Beyond those mandatory requirements though, Avolve feels strongly that community and applicant adoption is a key success factor for the City. Our proposal includes services and training that address this crucial step in the solution roll-out. We offer courses and community outreach services that pilot the rollout of eplan review to your citizens, and then for the final

go live to train a group of your applicants. We also can produce a video that can be used on the web or in follow on classes that will help applicants and others through the ePlan submission and review process. We are providing all of these in the proposal. And, to further invest in the City and enable thinking to the future, we are including a copy of Solibri's 3D / Building Information Management (BIM)software at no additional fee. Many cities like Austin are beginning to consider three dimensional modeling and BIM.

Finally, an investment in ProjectDox means you will be working with the most experienced team in the Industry. Our team of engineers is ready to make your implementation go smoothly and as fast as you want to go. We completed the first phase for the City of Chicago in just six weeks.

We are excited about the opportunity to earn your business and look forward to discussing ProjectDox with you further.

Sincerely,



Cindy Bernstein, Sales Director

A. Cover Letter:

March 27th, 2014

RE: Submission of ProjectDox ePlan Solution Proposal, in response to RFP

Attention: Ms. Shawn Willett, Senior Business Process Consultant

Dear Ms. Willett:

Avolve Software is pleased to present this proposal to the City of Austin. We appreciate the opportunity to share our expertise related to the plan review business and technology challenges expressed in your RFP. Our ProjectDox® electronic plan (ePlan) software and professional services offering leads the nation in number of dedicated ePlan installations, jurisdiction size, years of ePlan experience, the complexity of ePlan projects managed and deployed, and features and functions that support optimum flexibility and ease-of-use by departments and citizenry alike.

We view ePlan services not as an isolated, single department or agency process, but rather as an *extraprise* discipline that connects internally and externally to a wide range of public sector, commercial/private entities and their respective processes. Avolve Software continues to engage in ground-breaking work related to ePlan business process automation, GIS system integration and Building Information Model (BIM) utilization in the review and approval process, as well as downstream ePlan data re-use.

In 2005, Avolve Software provided the City of Palmdale, California with the first ePlan system to market, and since then jurisdictions such as Salt Lake City UT, Clark County NV, Washington D.C., Baltimore MD, Albuquerque NM, San Bernardino County CA, Honolulu HI , Boston MA, and the City of Chicago IL have streamlined their business processes, reduced paper, and conserved resources. These jurisdictions have offered better, more effective services to their communities and commercial partners with Avolve as their ePlan solution provider.

A critical aspect of updating your internal systems includes upgrading the level of customer service offered to your community. E-Plan review allows customers to submit their plans electronically - saving them fuel costs, travel time, and printing and paper costs.

The benefits of electronic plan review are many, and include the following:

- 60% improvement on plan review times, thus faster time to issue permits, collect fees for those permits and create jobs for your citizens
- No more lost plans - pages or entire printed sets can get lost during inter-departmental transfer
- Significant savings in paper and printing costs
- Elimination of silos and increased communication and collaboration between departments
- Reduction in emissions and other green benefits - no driving back and forth to pick up plans
- Improved service for first responders - they have access to the plans for buildings before they go in to fight a fire or for rescue

- Integration with GIS - many benefits for fire, police, special events, homeland security
- Online, remote access to plans for inspectors - they can download plans in the morning to a tablet device and go to the field without having to come in and pick up paper plans

In addition, ProjectDox can be implemented in a much shorter period of time than other systems, so you show a "quick" success to the community.

Another key benefit to our customers is that Avolve has been doing ePlan review for nine years. That is why we are the acknowledged industry expert, by the ICC and many others.

We are also a key partner with Esri and have a two-way integration between ProjectDox and the Esri GIS system, using their Silverlight viewer. E-Plan review involves more than just building and planning/zoning departments. As you may be interested in multiple department participation, we can deploy ProjectDox enterprise-wide, with solutions for building, planning/zoning, land management, code enforcement, public works, GIS, fire, health and capital improvement projects.

Finally, we have over 100 customers across the United States, of all sizes. Therefore, we have the most experienced team in the marketplace.

The following proposal presents three options for the City of Austin - an outright purchase, a hosted solution, and a subscription option. I am confident that one of these will be the right fit for you and we look forward to discussing the possibilities further and earning your business.

Sincerely,



Cindy Bernstein
Sales Director
Avolve Software
cbernstein@avolvesoftware.com
4835 E Cactus Rd, Suite 420
Scottsdale, AZ 85254
Office: 919-460-1354
Fax: 602-923-3544

B. Table of Contents

Executive Summary 2
A. Cover Letter: 4
C. Business Organization 7
D. Prior Experience & References 8
E. Personnel: 12
F. Technical Requirements: 23
G. Functional Requirements: 35
H. Supplemental Submittal Requirements: 48
I. Local Business Presence: 59
J. Proposal Acceptance Period: 59
K. Proprietary Information: 59
L. Authorized Negotiator: 59
M. Cost Proposal: 60
2. EXCEPTIONS: 66

ATTACHMENTS

Required City of Austin Forms

ATTACHMENT 1 - Living Wage
ATTACHMENT 2 -Local Presence
ATTACHMENT 3 -Non-resident bidder
ATTACHMENT 4 -M/WBE No Goals Form

Signed Addenda

ATTACHMENT 5 –Signed Addendum No. 1
ATTACHMENT 6 - Signed Addendum No. 2
ATTACHMENT 7 - Signed Addendum No. 3

Additional Company and Product Information

ATTACHMENT 8 –Dunn & Bradstreet Report
ATTACHMENT 9 – Certificate of Liability Insurance
ATTACHMENT 10 -Implementation Guide
ATTACHMENT 11 -Avolve University Course Catalog
ATTACHMENT 12 -Copy of UAT Testing Form
ATTACHMENT 13 -ProjectDox Server Specs
ATTACHMENT 14 -Avolve Software License Agreement
ATTACHMENT 15 -Avolve Support and Service Level Agreement
ATTACHMENT 16 -Avolve Professional Services Agreement
ATTACHMENT 17 -Subscription Agreement
ATTACHMENT 18 -Hosting Policies

C. Business Organization

i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.	Avolve Software Corp 4835 East Cactus Road, Suite 420 Scottsdale, AZ 85254 Incorporated in the State of Delaware
ii. Listing of principal officers of the company including name, title, and tenure.	Ron Loback, CEO – 9 years Gary Heath, Board Chairman – 9 years Jay Maynes, Board Treasurer /CFO – 9 years Carl Strain, Board Member Emeritus – 9 years Duane Green, VP Product Management – 9 years Rob Simonds, VP Sales & Marketing – 6 months Bill Miceli, VP Operations & Professional Services – 1 year
iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?	Yes. Avolve Software is a registered vendor for the City of Austin, and is in the process of finalizing our business registration with the State of Texas, File No. 801950498.
iv. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.	None
v. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.	None
vi. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.	None
vii. Has your firm ever failed to complete any work awarded to you? If so, where and why?	Avolve has been contracted by two past customers who subsequently chose not to proceed with the projects due to funding and other internal challenges on their sides. These customers were Clearwater, FL and Clark County, WA.
viii. Has your firm ever been terminated from a contract? If so, where and why?	No

D. Prior Experience & References

Reference 1	
Project title	City of Boston Housing, Building and Fire
Year	2013-Present
Name of Company	City of Boston, MA
Number of personnel	5,000+
Contact name – sponsor or IT Lead	Nancy Lo
Contact address	1010 Massachusetts Ave. Boston, MA 02118
Contact telephone number	617.635.3356
Contact e-mail	nancy.lo@cityofboston.gov
Project description including details and size to qualify as applicable to this project	The implementation of ProjectDox with the City of Boston includes workflows for their Building, Fire and Safety groups, a Citizen Portal, integration with Hansen and Infotrieve/Serias, GIS Installation and configuration and training. This project has been broken down into 7 milestones for project monitoring and invoicing purposes.
System description (hardware and software configuration, version number of software and network configuration)	LDAP Integration, ProjectDox Test Server, ProjectDox System (2 AWP)
Date of system installations	March 2013
Detail if project was completed on time and budget as applicable	In Progress and on Schedule

Reference 2	
Project title	City of Edmonton, AB, CANADA
Year	2012 - Present
Name of Company	City of Edmonton, AB
Number of personnel	35 Users
Contact name – sponsor or IT Lead	Marc Heuman

Contact address	5th floor 10250 - 101 Street Edmonton, AB T5J3P4 Canada
Contact telephone number	780.442.7028
Contact e-mail	marc.heuman@edmonton.ca
Project description including details and size to qualify as applicable to this project	The City of Edmonton has a population of over 730,000 and their ProjectDox system serves approximately 35 users who comprise 8 review groups.
System description (hardware and software configuration, version number of software and network configuration)	LDAP Integration, ProjectDox Test Server, ESRI GIS Integration Base, ProjectDox System (2AWP and 1 Integration)
Date of system installations	Apr-13
Detail if project was completed on time and budget as applicable	In final stages of user acceptance on schedule and as budgeted

Reference 3	
Project title	City of Chicago, Department of Development / Services
Year	2011-2012
Name of Company	City of Chicago, IL
Number of personnel	1569 Users
Contact name – sponsor or IT Lead	Matthew Beaudet,
Contact address	121 N. LaSalle, Room 906 Chicago, IL 60602
Contact telephone number	(312) 744-6585
Contact e-mail	Matthew.Beaudet@cityofchicago.org
Project description including details and size to qualify as applicable to this project	The City of Chicago as a part of this project has gone 100% paperless. All Plans and supporting documentation are submitted electronically through the ProjectDox Portal. The implementation of ProjectDox has allowed The city to also create new review process such as Expedited Reviews, Green Reviews, and Self Certified Reviews all of which allow for the streamlining of their review process.
System description (hardware and software configuration, version number of software and network	The City of Chicago's ProjectDox is in a hosted environment with a secure connection into their backend

configuration)	Infor Permitting System. They are currently running the latest version 8.1.
Date of system installations	November, 2011 – June, 2012
Detail if project was completed on time and budget as applicable	Project was completed within the City of Chicago's aggressive timeline and was delivered $33,000.00 under the projected budget.

Reference 4	
Project title	City of Las Vegas, Nevada
Year	2012-2013
Name of Company	City of Las Vegas, Nevada
Number of personnel	276 Users
Contact name – sponsor or IT Lead	Diane Cornier
Contact address	731 South Fourth Street Las Vegas, Nevada 89101
Contact telephone number	(702) 429-1424
Contact e-mail	dcornier@lasvegasnevada.gov
Project description including details and size to qualify as applicable to this project	The project consists of two workflows: Building & Planning. The Planning workflow is in production and consists of a Pre Application / Plan Review / Online Application. Multiple integration points to Hansen 7 using SQL views to display various permit details and fee information.
System description (hardware and software configuration, version number of software and network configuration)	Currently using version 8.1 and not utilizing a load balanced configuration. Standard configuration with two job processors.
Date of system installations	February 2012
Detail if project was completed on time and budget as applicable	The Planning workflow was completed on time, following various change requested by the customer. Building is underway and is projected to be delivered on time.

Reference 5	
Project title	Montgomery County
Year	2009

Name of Company	Montgomery County, MD
Number of personnel	200+ Users
Contact name – sponsor or IT Lead	Rose Krasnow
Contact address	255 Rockville Pike, 2nd Floor Rockville, MD 20850 USA
Contact telephone number	(301) 495-4591
Contact e-mail	rose.krasnow@montgomeryplanning.org
Project description including details and size to qualify as applicable to this project	Montgomery Parks has a 1 million-plus population and has three departments with upwards of 200 users in all. The Montgomery County installation began with the Planning Department and was subsequently expanded into the Building and Parks Departments.
System description (hardware and software configuration, version number of software and network configuration)	ProjectDox Version 7.7 was the initial installation in Montgomery County Planning Department.
Date of system installations	2010
Detail if project was completed on time and budget as applicable	Yes, the initial workflow installation was completed in line with the customer schedule. Additional customizations and department workflows continue to date.

E. Personnel:

Team/Roles	Proposed Resource
Executive Sponsor – 5%	
Bill Miceli	**Bill Miceli, Vice President of Operations & Professional Services** Bill Miceli is Vice President of Operations and Professional Services overseeing new and ongoing projects for Avolve Software's recent clients including Chicago, Phoenix, Boston, Riverside, Portland, Albany, Washington, Tallahassee, Boca Raton, and many more. Bill is an information technology professional with over 25 years of experience leading, and participating in, large scale IT projects, both internal and customer-facing. Bill has proven to be a thought and action leader who has successfully managed the strategic, tactical, financial, and human resources encompassing a wide range of business functionality and vertical industries including: ERP, manufacturing, eCommerce, construction, telecom, retail, consumer products, business intelligence, sales, B2B, distribution, and supply chain.
Project Management Director -10%	
April Stewart	**April Stewart, Director of Project Management Office** April Stewart is the Director of Avolve Software's Project Management Office. She is a performance-driven Project Manager with 12 years of experience in the fast-paced planning and communication related to executing large projects on schedule and within budget. April particularly thrives on developing continuous improvements to processes and procedures which increase operational efficiencies. She uses her solid interpersonal skills and effective leadership abilities to lead cross-functional team interactions. Core competencies include: strong project planning, operating & capital budget preparation, quality assurance, exemplary leadership, strong communication skills, project management, strategic & business planning and talent training development.
Project Manager – 20%	
Doug Viste, PMP	**Doug Viste, Senior Consultant** Doug is a Senior Consultant in Avolve Software's Project Management Office. He has 20 years of experience in the information technology field. He is a certified Project Management Professional (PMP) and holds a BS in Network Modeling and Simulation, as well as a Master of Information Systems. Doug has a history of successfully managing automation systems implementation projects as well as managing resources and schedules of field technical services. He has also developed project management processes and methodologies for field technical services departments. Doug has personally logged over 5600 hours of direct project management tasks. Since joining Avolve, Doug has been providing project management over ProjectDox upgrades and implementations in Atlanta GA, Lincoln NE, Portland ME, Winter Haven FL, and Vail CO.

Team/Roles	Proposed Resource
Senior Implementation Technician – 10%	
Steve Alexander	**Steve Alexander, CSM, CSP** Steve Alexander is a Certified Scrum Master (CSM), former Navy Information Systems Technician and Certified Scrum Practitioner (CSP). In addition, Steve is an intelligent, goal-oriented, and results-focused professional offering over three years (CSP), making him a valued asset for Agile/Scrum development project management. He has over 13 years of commercial industry experience in information technology and project management. Steve has successfully delivered numerous custom software applications using the latest Microsoft technology within in a wide range of industries. Notable companies in which Steve has worked with are Microsoft, Sony Pictures, Eli Lilly, and Boehringer Ingelheim. Steve's strengths include network software development, database administration, SQL server administration, training, coaching, project management, business analysis, systems integration and project and project team management. In addition to his technical acumen, Steve serves as an effective customer liaison who works diligently to extract critical project requirements and details that ensure customer satisfaction. His experience as a private consultant has given him the ability to develop a solid rapport with clients and engage them in meticulous and effective planning and documentation, resulting in project work that is delivered on time and budget. Steve is particularly adept at development project assessment, management and execution. Since joining Avolve, Steve has managed complex ProjectDox configuration and deployment projects for the State of Idaho, Cape Coral FL, Salt Lake City UT, Miami Beach FL, Boise ID, Goodyear AZ, Palm Coast FL and Portland ME.
Implementation Technician – 30%	
Rafael Santana	**Rafael Santana, Consultant** Rafael is a Consultant in Avolve's Professional Services Team, focusing on product implementation. With a BS in Computer Science, he brings proven proficiency in a variety of languages such as C# and Java and strong communication and technical skills in a variety of areas from business requirements to network systems. As an implementation technician, he leads the requirements definition, process mapping, design, user acceptance testing, end user training, and product launch for consumer-facing deployments across states and municipalities. Rafael also serves as a technical lead on designing and implementing the core product installation. He is adept at expediting customer productivity, while leading cross-functional teams for design, development, and implementation and streamlining critical workflow plan review processes to adhere to government interaction policies and procedures based on best practices and industry knowledge. Since joining Avolve, Rafael has been involved in the implementations and upgrades of ProjectDox for the State

Team/Roles	Proposed Resource
	of New Jersey, as well as Gillette WY, Boise ID, Atlanta GA, and Cincinnati OH.
Education & Promotional - 10%	
Nikki Thorne	**Nikki Thorne, Avolve University and Support Services Manager** Nikki Thorne has six years of experience as a Business Analyst /Systems Engineer in both the financial and government sectors focusing efforts on product management, design, implementation, and training of software solutions. In addition she has several years of quality assurance / testing experience with software solutions. In the financial sector some of the customers she has worked with include Bisys Financial Services, Gartmore Funds, and SunGard Systems – managing, implementing and designing custom solutions used to automate and increase business efficiencies. In the government sector she has worked with a multitude of government agencies including Lake County MI, Lorain County OH, and City of Manchester CT implementing, configuring and training a variety of software solutions including document management, redaction services, workflow automation, and imaging technology. Nikki is skilled in project management, software implementation, design, and training. She has managed the ProjectDox implementation projects for San Bernardino County CA, West Palm Beach FL, Polk County FL, Winter Haven FL, Cincinnati OH, City of Knoxville TN, Tallahassee FL, Lee County FL and Leon County FL.

Bill Miceli

Industry Expertise	• Thought and action leader who has successfully managed the strategic, tactical, financial, and human resources encompassing a wide range of business functionality and vertical industries including: ERP, manufacturing, eCommerce, construction, telecom, retail, consumer products, business intelligence, sales, B2B, distribution, and supply chain.
Experience	
Vice President of Operations & Professional Services	**Avolve Software , March 2013 – Present** • As Vice President of Operations and Professional Service, Mr. Miceli has managed the Avolve ProServices team through implementations and project initiations at many locations including Phoenix, AZ, Riverside, CA, Albany, OR, Goodyear, AZ, Fairfax, VA, Mecklenburg, NC, Chicago, IL, and Boston, MA

Engagement Principal	**Intramart, March 2012 – March 2013** • Generated and secured new business and provided management to multiple engagements. Created and maintained partnerships with major BI software companies such as Informatica and MicroStrategy. • Introduced Agile techniques for development/management. Designed BI business requirements processes to include wire framing and prototyping to streamline traditional SDLC/UML documentation. • Solely responsible all business requirements and technical design of an asset management system for the State of Arizona and the AZ Game and Fish Department. All systems were designed and built using SQL Server and .Net / DotNetNuke, and implemented via SharePoint. • Project Clients: PetSmart, Blood Systems, AZ/Dept of Admin, AZ/Fish & Game, Loan Resolution. Managed all Arizona state projects and liaisoned with Arizona state hiring managers. • Includes responsibility for development and management of project plans & schedules, vendor contracts and delivery, status reporting, financial tracking & forecasting, resource allocation/tracking, management/client presentations and risk management.
Chief Information Officer/Project Manager	**Tenecor Aquarium Exhibits – July 2008 – March 2012** • Automated manufacturing process innovations for the creation of large scale acrylic displays via automated CAD/CAM interfaces. Applied software development paradigms to manufacturing processes with success. Al custom software was implemented via SQL Server and .Net • Implemented compete ERP solution and CRM to facilitate sales and accounting. Automated inventory. Implemented IP phone systems and remote cameras for manufacturing quality assurance and client monitoring of bespoke items. • Maximized profits, lowered manufacturing costs, and enabled growth to new sectors/markets. Project Clients: SeaLife, Disney, Monterey Bay Aquarium, Steinhart, and Sea World among many others.
Chief Technical Officer	**Boston Equities, April 2004 – June 2008** • Performed information technology due diligence and managed all IT infrastructure as well as the technology assimilation and new development/architectures for equity acquisition portfolio companies. Converted diverse financial and transactional data to consolidated systems for operations and analysis efforts, when assimilating new companies. • Managed technology for five multi-million dollar companies spanning optical, mining, and interactive television verticals. Combining the financials via XML for consolidated reporting. • Created business requirements documents, user interface design specifications, use cases, test plans, disaster recovery plans and implementation plans for all of the portfolio companies. • Also acted as Interim CEO of BlackMountain Mineral, a basalt mining company on 50 acres operating with 25 employees.

Education	• Graduate, Computer Learning Centers, OPERATIONS/ PROGRAMMING, TOP OF CLASS, Chicago, IL. • Graduate, Bell Labs Internal Training, Unix / C / Scripting, w/Various Awards, Naperville, IL

April Stewart

Industry Expertise	• Strong project planning, operating & capital budget preparation, quality assurance, project management, strategic & business planning and talent training development • ISO 9001: 2000 Internal Quality Systems • COPC-2000 Standard Registered Coordinator • ITIL Foundation V3
Experience	
Director of Project Management Office	**Avolve Software, June 2013 – Present** • Oversees the project management and implementation of all ProjectDox installations, upgrades and professional services. • Has been directly involved in over 60 projects in her tenure with Avolve.
Project Manager	**Microsoft, 2008 - 2012** • Assisted with the development of a new Onboarding process and integrated workflows for all products • Collaborated with product teams to drive Project Management of FedOps Communication Workstream • Managed a variety of projects consistently meeting budgets and deadlines • Redesigned and executed a new Change Management process to improve operation efficiencies • Led a creative strategy for a new design Live@edu for agents through Tier 3 support level team • Trained staff World Wide on new Onboarding manual • Collaborated with senior management to build Live@edu application • Successfully completed Live@edu project – one month ahead of target • Built and institutionalized 45+ process documents for Tier 1 agents

Quality Control Specialist and Training Developer	**Microsoft, 2002 - 2008** • Spearheaded the design of Quality Attributes for 22 business lines – metrics sent to senior management • Created a new tool resulting in a decrease of 7% in fatal errors (Dissat) – Identify and communicate tool requirements to IT • Facilitated Quality Monitoring training to various business partners – Certified Coach • Launched and maintained 17 Key Customer Related Products (KCRP's) which rapidly increased to 45 KCRP's • Served as Subject Matter Expert (SME) on Quality Monitoring and Calibration
Account Manager	**Microsoft, 1999 - 2002** • Innovator of new billing process to the Microsoft TV/UTV product • Evaluate and coordinate improvement of Customer Service billing processes for improved functionality and performance • Published billing policies and training documentation which decreased escalation calls by 15% • Effectively trained trainer and agents on TV/UTV Billing Handbook • Assessed billing process and developed a Quality Monitoring program for multiple lines of business
Education & Certifications	• AA in Paralegal, Coastline Community College, 1998 Certifications • ISO 9001: 2000 Internal Quality Systems • COPC-2000 Standard Registered Coordinator • ITIL Foundation V3

Doug Viste, PMP

Industry Expertise	• Operating Systems: Windows Desktop, Windows Server, Linux, Unix, Novell, MS-DOS • Programming Languages: Visual Basic, VBA, VBScript • Database Systems: MS-SQL 2005 - 2008, MS Access • Office Suite: MS Office 97 – 2007, MS-Project, MS-Visio • Excellent customer service skills • Highly developed project management skills • Outstanding ability to communicate complex information to all levels of expertise • Proven ability to handle demanding situations in a professional, effective manner

Experience	
Senior Consultant	**Avolve Software, November 2013 – Present** • Provided project management over ProjectDox upgrades and implementations in Atlanta GA, Lincoln NE, Portland ME, Winter Haven FL, and Vail CO
Systems Integration Coordinator	**Radio Computing Services (RCS), Phoenix, September 2004 – November 2013** • Manage systems installation and implementation projects at customer locations • 75% national and international travel • Work from home based office when not at customer locations • Install, configure, and train end users on digital audio delivery and automation systems • Identify and assign tasks necessary to accomplish a successful system installation • Work closely with customer to identify work flow and business requirements and configure system accordingly • Ensure customer is 100% satisfied through training and follow-up communications
Broadcast Engineer	**Clear Channel Radio, October 2001 – September 2004** • Manage Engineering Department for multi radio station cluster • Install, maintain, configure, and design computer and radio transmitting systems • Develop and oversee department operating and capital budgets • Work closely with staff members to identify and prioritize technology needs
Certifications/ Associations	• PMI Project Management Professional (PMP) • CompTIA Project+, CompTIA A+, Certified Wireless Technology Specialist (CWTS) • Project Management Institute (PMI) Member
Education	• Master of Information Systems from University of Phoenix • Bachelor of Science in Network Design from St. Cloud State University

Steve Alexander

Industry Expertise	• Proven Project & Leadership Expertise in a Career Spanning over 20 years • Technically sophisticated professional reflecting strong leadership qualifications coupled with "hands-on" information technology expertise • Talents in team building, coaching, developing project scope (planning, controlling, and delivery), relationship building, process improvement, requirements solicitation, documentation, and communications
Experience	
Sr. Professional Services Engineer	**Avolve Software June 2008 – Present** • Designed and Managed ProjectDox implementations for multiple customers such as City of Los Angeles, City of Chicago, City of Boise, City of Burbank, City of Miami Beach, City of Washington DC, City of Fullerton, Hillsborough County, City of Las Vegas, Gwinnett County, City of Goodyear, and Salt Lake City. • Streamlined critical workflow plan review processes to adhere to Government interaction policies and procedures based on best practices and industry knowledge • Product Management to provide technical direction for new deployments utilizing Microsoft Workflow Foundation and .NET development.
Business Intelligence Lead/ SCRUM Master	**Advertising Checking Bureau August 2007- June 2008** • Accountable for the coordinated management of multiple related projects directed toward strategic business and other organizational objectives utilizing the agile methodology.
Project Manager/ SCRUM Master	**Altour Incentive Management June 2006 – August 2007** • Responsible for the coordination, implementation, and completion of web-based, .NET, software applications in a hosted environment utilizing traditional/agile project management processes
IT Manager	**Baker Brothers Flooring February 2005 – June 2006** • Administered a multi-server LAN / WAN consisting of Windows 2003, SQL Server, Terminal Server, and Cisco Pix for 9 remote office and 50+ end users.
Professional Services Consultant	**Mediserve Information Systems February 2004 – February 2005** • Directed all aspects of project management to include project plans, schedule, issues tracking, and status reports, for the integration of data synchronization technology into an existing healthcare product running on SQL Server
Network Manager	**By Appointment Only January 2001 - February 2004** • Lead project for real-time replication of SQL databases for a custom software package which produced a 75% increase in application response time

United States Navy	**Information Systems Technician 1992 – 1996 & 2003 – 2004** Mobilized for Operation Enduring Freedom/Iraqi Freedom to main tactical communication gear in order to provide anti-terrorism support to over 200 high value coalition ships. Recipient of the Navy and Marine Corps Achievement Medal.
Education/ **Certifications**	**Bake College 2006 - Present** Completed coursework towards B.S. in Business Management, Minor in Project Management • CSM, Certified SCRUM Master (2007) • CSP, Certified SCRUM Practitioner (2008) • Coaching for High Performance (2007) • Six Sigma (2008)

Rafael Santana

Industry Expertise	• Proven proficiency in a variety of languages such as C# and Java. • Strong communication and technical skills in a variety of areas from business requirements to network systems. • Previous experiences working as the lead of a project in large teams in the US and internationally.
Experience	
Consultant	**Avolve Software, June 2013 – Present** • Lead the requirements definition, process mapping, design, user acceptance testing, end user training, and product launch for consumer-facing deployments across States and Municipalities. • Technical lead on designing and implementing the core product installation. • Expedite customer productivity while leading cross-functional teams for design, development, and implementation of enterprise software/hardware solutions. • Streamlined critical workflow plan review processes to adhere to Government interaction policies and procedures based on best practices and industry knowledge.

Emerging Markets Intern - Mexico	**Barclays, May 2012 – August 2012** • Assisted in Application Migration from VB to .NET 3.5 in order to be in line with company standards. • Developed a C# application to meet Mexican tax regulations from SAT (Mexican IRS), which required the creation of digital signatures to be used by third party vendor to meet regulations. • Optimized Mexican Finance daily balance reconciliation by developing a C# application. Gather requirements and work with the Vice President of Finance Barclays Mexico to decrease the process from 1 hour manually to seconds automatically.
Education	• Bachelor of Science in Computer Science – Magna Cum Laude, Ira A. Fulton School of Engineering, Arizona State University (August 2008 - May 2013)

Nicole Thorne

Industry Expertise	• 11 years of project management, business analyst experience in the public and private sectors. • 8 years development and management of training programs for internal and external customers
Experience	
Avolve University and Support Services Manager	**Avolve Software February 2012 – Present** • Develop and manage custom and standard training courses for internal and external customers for online and onsite courses for the application and industry • Develop and manage training materials for standard training courses providing updates. • Responsible for assuring users are provided efficient and timely first and second level support • Monitors problem management database and follows up with assigned personnel to ensure timely resolution of problems • Provide support for staff and escalated clients cases
Senior Systems Engineer	**Avolve Software February 2006 – February 2012** • Manage ProjectDox implementations for multiple customers such as City of Indianapolis, City of Springfield, MO, City of West Palm Beach, Polk County, City of Winter Haven, and Lee County • Installation and Configuration of IIS, SQL, and server software for multiple customers. • Implementation, design and development of business process management solution.

Training Department Manager	**Cott Systems, November 2004 - February 2006** • Perform needs analysis, target audience definition and curriculum development plan for internal and external customers • Work alone or in coordination with other product instructors to administer self-paced or lecture-laboratory format training classes for local government personnel • Project lead for development and implementation of new classroom training model and procedures, identify training problems and make suggestions for corrective actions
Project Manager	**Cott Systems, August 2003 - November 2004** • Independently lead smaller scale software installations managing the project from contract to post-install evaluation, working with the customer to determine system setup and functionality • Implement software revisions and upgrades on test systems & manage customer UAT testing
Business Analyst	**Bisys Financial Systems, June 2002 – August 2003** • Manages multiple internal system enhancements through the project development lifecycle. • Meets with business sponsors to identify and/or create project time frame, scope, requirements, risk and deliverables. • Creates project documentation including project charter, business requirements, design specifications and project plan while serving as a focal point for the Transfer Agent.
Senior Quality Assurance Analyst	**Bisys Financial Systems, March 2001 – June 2002** • Conducted transactional quality reviews (financial, maintenance, reconciliation and new accounts) using the Quality Reporting database per established audit criteria. • Conducted SAS 70 effectiveness reviews, prepared report findings. • Determined needs analysis for the quality audit department in conversion/de-conversions.
Education	**University of Cincinnati, 1998** Bachelors of Science Health Administration; minor Kinesiology **Ohio University, 2001** Master of Science Sport Administration

F. Technical Requirements:

Req#	Requirement Description	Required Response
4.1	**System Administration Model:** System should be managed with minimal City resources and/or support decentralized, role based administration.	Provide detailed staffing requirement chart indicating positions and skill level necessary to support the system post go-live. Include daily time commitment of each staff member. Describe how/if the proposed system can be utilized and administered by multiple departments independently.
Avolve ProjectDox meets this requirement out of the box. Minimal City resources are required to manage and support the ProjectDox system, whether hosted or implemented on-premises. The staffing that is required is outlined below. Business Operations: Systems Administration – Application user / Management. No special skills are required. Specific knowledge is provided through proposed ProjectDox training. Two to three hours per month devoted to systems administration tasks. Project Administration – Application user / Team Lead or Reviewer. No special skills are required. Specific knowledge is provided through the proposed ProjectDox training. Two to three hours per week devoted to project administration tasks. The operational tasks noted above are by department (system administration) or by project (project administration) and are required for each department. System Operations: Database Administration – Basic DBA skills are required. Five to ten hours per month devoted to DBA tasks. Systems Administration – Operating System, SQL Server, and IIS Skills are required. Two to five hours per month devoted to these tasks. System operations tasks are shared as multiple departments use the same servers and databases – i.e. all tasks service all users regardless of department.		
4.2	**System Upgrades:** The system should maintain the integrity of data at all times including implementation of changes.	Describe how system upgrades or patches impact any customized code, configurations or data (including archived data). Describe technical infrastructure configuration and change management methodology activities, procedures, tools and templates. Describe

		how system upgrades or patch changes are documented and communicated.

Avolve ProjectDox meets this requirement out of the box. ProjectDox protects data integrity and other customized features at all times including during updates to version releases. System upgrades and patch changes are documented and published as release notes. These are communicated through Avolve's support organization and also posted on the customer-accessible support portal and case management system.

The system must be taken offline during the upgrade and the QA period immediately following. A page is posted on the webserver explaining the scheduled downtime. No data is lost and no "state" is lost for items currently being worked on. There is no effect on interfaces systems or archival systems.

Following is a brief description of the system impact for each type of release. 1) Major Upgrades (or whole number releases): This type of upgrade occurs between once a year and every two years, on average. Though a major functional update, it leaves all custom items untouched. Avolve does not have a history of deprecating functionality; therefore older items continue to function.

2) Minor Upgrades (or dot releases): Available based on functional or remediation analysis one to three times per year. Generally these updates require two to five hours of administrator time to apply the upgrade from automated scripts. 3) Patches: Some can apply while in operation, others not, depending on the code section being affected. Typically, one to twenty minutes of downtime is required to apply patches. Avolve does not find it necessary to issue frequent patches as our QA process is very robust.

4.3	**Configuration Management:** Solution should be configuration oriented and include procedures/tools for ensuring the integrity of programs and configuration settings.	Describe how system configuration changes would be documented and controlled in all environments (Development, Testing, Production, Disaster Recovery, etc.).

Avolve ProjectDox meets this requirement out of the box: ProjectDox is a configuration oriented software system. Configurable parameters are managed within the ProjectDox application and a comprehensive and traceable history is maintained and available to administrators.

Servers, network, and database changes are formally logged with the systems, network, and database administrators. Additional, for the most part all changes are contained within respective systems logs.

4.4	**Solution Scalability:** The solution should be scalable for future growth.	Provide the number of concurrent users the proposed system can support, and explain the software and hardware changes required to allow growth. Include the licensing structure and the cost levels.

Avolve ProjectDox meets and exceeds this requirement out of the box. See Configuration and Sizing Chart included in the ProjectDox Implementation Guide, attached as Attachment 10 to this proposal.

4.5	**Recovery Plan:** The Vendor should provide (and maintain, if Vendor hosted) a recovery test plan and recovery test procedures that result in a full recovery of the system and data following full and partial system failures.	Provide a copy of your recovery test plan and procedures, and provide documentation of periodic tests performed. Specify, where possible, the Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) supported by the proposed solution and the proposed outage notification process and tools used.

Avolve ProjectDox meets this requirement out of the box (for on-premises). Requires minor addition to testing plan for Hosted service alternative. Avolve recently introduced a hosting option and deploys two Beta customers in its hosted facility. We are in the process of documenting our fully tested recovery model and at the time of this writing, it is not available. While we have established internal operating policies for these hosted customers, the full test plan and documentation requested is not available at this time.

Upon turnover of an on-premises solution to the City, Avolve will present the recommended recovery test plan and procedures. Prior to Go-Live, the plan will have been tested to the City's satisfaction.

The Recovery Time Objective (RTO): Goal that application's information back available after an "event" has occurred that stops the application. Hosted ProjectDox application has an RTO of four hours (90% confidence) meaning that recovery from a failures can be achieved within four hours for 90% of all failures.

The Recovery Point Objective (RPO): Goal is that data must be restored to successfully resume processing (time between last backup and when an "event" occurred).Hosted ProjectDox application has a RPO of 12 hours (90% confidence) means that recovery from a failure will be able to go back to a recovery source that is less than12 hours old for 90% of all failures.

Hosted ProjectDox has a VM/SAN standby image host can take over within 60 minutes of a calamitous outage.

To protect against the risk of a facility failure, the City of Austin would want to contract for a secondary facility at an alternate location that has off site and can be turned up in a matter of hours.

4.6	**Performance:** The proposed system should be capable of meeting service performance targets by modifying, adding capacity, increasing bandwidth, etc.	Explain expected performance of the proposed system components and how the system may be modified to meet expected performance with expanded or long term use. Provide any file size restrictions or recommendations.

Avolve ProjectDox meets this requirement out of the box: Avolve places great emphasis on system performance testing. Large jurisdictions such as Chicago, Baltimore, and Phoenix rely on ProjectDox to perform well under what are sometimes unpredictable workloads. Avolve utilizes Microsoft TFS and many internal Labs and Test environments to stress the system beyond normal parameters. Avolve is confident that when the servers are configured per our specifications, adequate performance is assured

to meet the City's defined business processes.

The virtual and physical host should be configured with enough headroom, based on Avolve ProjectDox metrics, so that one will have additional resources that can be added to any machine CPU, memory, or HD space.

For instance, when Avolve hosts its customers, we set alerts to add systems resources when system components reach 80% of utilization.

Generally, network bandwidth is not an issue with most modern 2GB internet pipes and 100GB networks.

4.7	**Availability:** The proposed solution shall be capable of providing 99.9% uptime if the City chooses to require it. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	If the proposed solution provides high availability level of service, specify the components required (such as Oracle RAC or Data Guard), and indicate if such components are included in the proposal. Indicate the Availability metric proposed based on the City's objectives.

Avolve ProjectDox meets this requirement out of the box: Avolve utilizes standard VMWare imaging and SAN recovery options to provide high availability levels of service. The City does not require additional software or hardware systems (such as RAC or Data Guard) to achieve high availability standards other than those proposed here or indicated in the attached ProjectDox Implementation Guide.

Avolve design point for ProjectDox is "5 9s" or 99.999% of scheduled uptime. If the City chooses the hosting approach, reports are provided for uptime metrics of the currently hosted systems. Scheduled downtime will be Saturdays from 8pm to Midnight local time for maintenance when needed.

4.8	**Security Auditing:** The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Describe how the proposed system provides for monitoring and auditing of transactions for confidentiality and integrity. Indicate the format in which the logs are stored. Provide a sample report/set of log entries.

Avolve ProjectDox meets this requirement out of the box: All user actions are logged within projectDox with respect to application interaction and file access/modification.
Servers will not have outside and rdp/ftp/vpn access turned on – except through the utilization of a "Jump" entry point.

Servers are only available from our or your vcloud management tool. Logon attempts will be monitored and audited via Windows event view. Standard windows event logs are used. ProjectDox logs can be made available as well for perusal.

4.9	**Security Monitoring:** System access shall be able to be monitored regularly to	Describe how authorized users monitor (in near real-time) and report on activities performed by or

	thwart attempts at unauthorized access and to confirm that access control standards are effective.	to a particular user, group, application, device, or file.
Avolve ProjectDox meets this requirement out of the box: All system resources beyond the firewall are accessible only by and via the system and API sets. All actions require a login to ProjectDox or a security token. Additionally, every user interface action and subsequently triggered action is tracked in ProjectDox event logs for full audit and traceability. Standard web firewall and virus intrusion detection technology is fully implemented and utilized for all systems, both in the DMZ and behind the wall. Servers will not have outside rdp access turned on. They will only be available from our or your vcloud management tool.		
4.10	**Interfaces/Integration:** Solution shall be able to operate separately or interface/integrate with one or more systems.*	Describe how the recommended solution will interface/integrate with existing systems and how the solution will be open and flexible enough to interface/integrate with systems (including SaaS) in the reasonably foreseeable future. Include any exceptions or limitations, explanation of real-time or near real-time data interchanges, and how data is made available to other modules or external applications.
Avolve ProjectDox meets this requirement out of the box. Virtually all ProjectDox implementations interface with other business systems such as permitting, accounting, document management, and business intelligence reporting applications. Avolve's ProjectDox contains a complete, published set of standard Web Service Application Programming Interfaces (APIs) for interfacing / integrating to other systems via http(s). Almost all functionality available from user interfaces is also available via Web Service APIs. All other interactions with the database are done via stored procedure and or embedded query.		
4.11	**Technical and Solution Architecture:** The system must conform to the City's Technical Reference Model and Standards. Refer to Appendix D.	Provide a detailed system architecture drawing that fully describes the technical environment envisioned for the City in order to achieve its stated objectives. Describe any deviations or gaps between the City's technical specifications and the proposed solution. Identify any technical standard that is not supported by the proposed solution. Highlight any licenses that may be required (ex: Oracle clients).
Avolve ProjectDox meets and exceeds this requirement out of the box. Based on Avolve's analysis of the City's technical reference model, ProjectDox conforms to its standards. Avolve has not identified any standard that is not supported by the proposed solution. See Implementation Guide (Attachment 10) and Server Sizing Guide (Attachment 13) attached for diagrams and detailed explanation of the ProjectDox technical environment.		
4.12	**Plan Review Workstations:** The plan review process can be conducted while simultaneously running other business	Describe the preferred workstations specifications to effectively complete the plan review process while running other business

	applications such as email, word processing, spreadsheet and permitting tools without system degradation or performance issues due to memory, CPU or video card capabilities.	applications without system degradation or performance issues.

Avolve ProjectDox meets and exceeds this requirement. Other City business applications will run without degradation while ProjectDox is also operating. It is common for ProjectDox users to toggle between various applications such as word processing and email while working in ProjectDox. The ProjectDox Administrators Guide makes hardware recommendations that, if followed, maximize the user experience with the solution.

Our experience indicates that proper workstations configurations are most essential to the user experience. Following are Avolve's monitor recommendations.

Top line monitor features

- 30"
- Widescreen (16:10) (4:3 is best but they are hard to find anymore)
- 2560 x 1600 resolution
- Height, tilt, and swivel adjustable stand

Mid/Eco quality monitors

- 27"
- 16:10
- 1920 x 1080 res

Going beyond 30" monitors drops resolution options (it's bigger, just not finer). Ensure the proper video card to support the monitor resolution (many video cards will only go to 1080p). Video cards become the choke point.

Also consider users' needs for an adequate mouse or touchpad – these are unique to each person and require proper consideration for navigating one or more 27-30" monitors.

Please see the current version Implementation Guide (Attachment 10) for CPU/RAM recommendations.

4.13	**Record Management:** The system shall provide the ability to maintain and enforce the City record retention policy.	Describe how the system enables the City to purge or archive data in compliance with retention policies, while ensuring data integrity is intact.

Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box - Following approval, many review departments push the approved drawings to external electronic document management (EDM) or imaging systems for storage (EDIMS). Depending on the City's legal requirements, the rules for exporting the approved files needs to be specified through a formal SOW. A special feature within ProjectDox called Project Export can be configured to "export" an entire project, including all file revisions, markups, review notes and comments, also including the actual project folder structure. Once exported, the project can be brought back "live" / "imported" into ProjectDox for additional usage or reference. Templates can be setup for Project Export and the project workflow can call them following an event or a period of time. As an additional feature of Project Export, once a project is exported, it can remain within ProjectDox or the export process can purge the project from the system based on the rules set in the export template. ProjectDox can be setup to complete this "push" process via the workflow designed for the specific plan review process. The storage system can also be configured to pull files from ProjectDox. Optionally, hyperlinks and access to approved files can be made available via ProjectDox or

EDM/storage systems through the permitting system software user-interface.		
4.14	**File Management:** The solution shall provide the ability to organize and retrieve electronic files.	Describe how the solution enables users to manage, organize, search, retrieve and download electronic files. List the file types fully supported by the proposed solution.

Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box:

Organization & Management - ProjectDox functions as a project data management system – much like a document management system but project centric. As such, project data (plan review drawings, documents and data) is store in a specifically designed project (created from a project template for the specific plan review type). As a best practice, all project data is stored within project folders organized for building trade plan reviews, for example, Architectural, Mechanical, Plumbing, Electrical, Structural, Civil/Site, Landscape – folders can also be setup for Land Development, Planning / Zoning, Public Works, Utilities, etc… The folder structure is set up to replicate the typical paper plan set organizational structure. ProjectDox manages the pre-designed folder structure from the project template.

Access & Control - Access to the folders is fully controlled by the ProjectDox System Admin, Project Admin, Quality Review Coordinator or Project Coordinator. ProjectDox supports 12 levels of permission / rights access and those permissions are applied to Project Groups. The ProjectDox workflow automatically assigns users to specific Groups, like the Plan Review Group or Applicant Upload Group. Throughout the review process, users will be moved from group to group, providing them specific folder access and permissions within that group, for example, the Applicant Upload Group provide the Applicant the rights to View and Upload files to a specific folder or folders – the Applicant Review Group would provide the Applicant the rights to Review the examiner's file markups and comments for the files within a specific folder, they would also have the rights to Upload their revised drawings / corrections – the Applicant Download Group would provide the Applicant the rights to Download their Approved files following final approval and payment of fees, but the Applicant would not have the rights to upload any new files at this point unless granted by the City.

Search, Retrieval & Download – All files (drawings and documents) uploaded into ProjectDox (except raster files) are fully indexed upon upload. This provide for full text searching of all file content, including "term hit highlighting" of text. If the search includes text within a drawing (CAD or PDF file) ProjectDox will open the file and zoom to the location of the text and highlight the text – if the search button is selected again, ProjectDox will zoom to the next location of the text if the search item is located in multiple areas or pages within the file. Users with the appropriate permissions / rights may download single or multiple files – if downloading multiple files, ProjectDox will automatically compress and ZIP them for an efficient single file download. Custom metadata can also be applied to all files and used for advanced searching.

File Types Fully Supported: (upload, download, view, markup and print)

Neutral Formats	Extension
Portable Document Format	PDF
Content Sealed Format	CSF
Tagged Image Format	TIFF/TIF

CAD Formats	Extension
000 HPGL Plot File	000
906/907 Plot File	906/907
AutoCAD Drawing (2D) (through version 2014)	DWG
AutoCAD DXF (through version 2014)	DXF
AutoCAD Web Format (through version 2014)	DWF
CADKEY	PRT
Computer Graphics Metafile	CGM
GTX Group III, IV	G3, G4, CG4
GTX Runlength	RNL
HP CAD ME10 (through version 13)	CMI, MI
HPGL Plot File	PLT
IGES (2D) (version 5.2)	IGS, IGES
MicroStation Drawing (through version 8.11, including XM, V8i)	DGN
MicroStation Group IV	CIT
MicroStation Runlength	RLE
MYRIAD 3D View Sets	MVS
OrCad (version 10)	DSN

Solid Edge Drawings (2D) (versions 8 - ST5)	DFT
SolidWorks Drawings (2D) (versions 97 - 2011)	SLDDRW

Imaging Formats	**Extension**
CALS (Group IV)	CAL, CG4, GP4, MIL
EDCARS	EDC
Encapsulated Postscript	PS/EPS
GIF	GIF
ISO 8613/CALS	ISO, CAL
JPEG Compressed Image	JPG, JPEG, JP2
Portable Network Graphic	PNG
Tagged Image File	TIF, TIFF
Windows Bitmap	BMP

Additional Document and Image Formats	**Extension**
Corel Draw	CDR
Corel Presentations	SHW

DataBase Formats	DBF	
DocuWorks	XDW	
FAX CITT Group 3 Fax	FAX	
Hangul Word Processor	HWP	
Hyper Text Markup Language	HTML, HTM	
Microsoft Email	MSG	
Microsoft Excel	XLS, XLSX, XLSM, XLSB, XLTX, XLTM	
Microsoft PowerPoint	PPS, PPT, PPTX, PPTM, PPSX, PPSM, POTX, POTM	
Microsoft Visio	VSD, VST, VDX, VSX, VTX	
Microsoft Word	DOC, DOCX, DOCM, DOTX, DOTM	
Microsoft Works	WDB, WPS, DOCX, XLSX	
PageMaker	P65	
QuattroPro	WB1, WB2, WQ1	
Rich Text Format	RTF	
Samna Word	SAM	
Windows Write	WRI	

WordPerfect	WP5, WP6, WPD, WPF	
WordStar	WS	
4.15	**Mobile Compatibility:** The system shall be compatible with multiple mobile operating systems, devices and touch screen devices.	Describe any special features and/or limitations of the system with regard to use on multiple operating systems, devices or touch screen devices.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox supports mobile PCs, Microsoft Surface and Apple iPad tables are currently supported. Some Android tablets are currently supported and fully support will be available late 2014. Additionally, not only are drawings remotely accessible, all project files are can be viewed and modified (according to permissions) from the field. Whenever possible, ProjectDox also takes advantage of tablet based touch features and gestures. ProjectDox also supports all Windows based Touch Boards like the Sharp Aquos Board for team collaboration.		
4.16	**Collaboration Compatibility:** The system shall be compatible with collaboration tools such as Adobe Connect or SharePoint.	Describe any special features and/or limitations of the system with regard to its use in conjunction with collaboration tools. Describe collaboration features, if any, included in the proposed solution.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox also supports WebEx and GoToMeeting collaboration services. When used with Touch Boards like the Sharp Aquos Board and web-cams, ProjectDox provides remote design and inspection review. Aquos Boards are currently in use by several ProjectDox customers for team collaboration.		
4.17	**User Management:** The system shall provide role-based security access to constrain features and functions based on business role.	Describe supported authentication models, including user account creation and management. Describe how user roles are managed in both integrated and non-integrated environments.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox provides full permission controls of User, Groups and Roles for each individual project folder. Easily configured with review type specific project templates. Drawings and documents access are fully controlled down to the ProjectDox project folder level with 12 different permissions. Permissions and access of files can also be controlled and automated via workflow process steps. ProjectDox supports full authentication for each user and each user is tracked and maintained using a unique User ID. ProjectDox also supports LDAP Single User Sign-on for City employees. A full audit trail is maintained for each user and can be easily reported on as required. User permission can be controlled automatically via the workflow business process groups or manually managed by the Sys Admin or at a project level by the Project Admin. User accounts can be created automatically based on the integration or workflow process with multi-level user password strength including expiring time periods. ProjectDox System Admins have full user management controls for adding and removing users to single, multiple and all projects. User access, groups and roles are fully independent of the system integration, adding broad flexibility and management. With ProjectDox integrations, users can take advantage of single user names and passwords.		
4.18	**Reports:** The system shall provide status and trending reports to analyze and facilitate workload management, performance measurement and resource	Describe the reports and/or dashboards available as part of the proposed solution and the intended value of each allocation.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox is delivered with 25+ standard reports that can be used as-is or modified as required by the City or Avolve. The City may also use its own reporting tools to generate specific reports like Microsoft's SSRS or Crystal Reports as an example. As well		

as ad hoc workflows / plan reviews. Ad-hoc reports and workflow are permission controlled. ProjectDox tracks time for all workflow task activities regardless of location, department, task, project, job, position, event or additional task entities. This time tracking can be easily reported on as required.		
4.19	**Workflow Use and Configuration:** Implementation of workflow is an optional feature of the solution. The City prefers solutions that do not duplicate functionality of existing systems. Workflow configuration tables are easily created/modified using a GUI process and do not require programming or scripting to maintain.	If the solution includes a workflow component, describe how the workflows are configured as both a standalone tool or as part of an integrated environment with a permitting system which also manages workflow.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – Workflow is a key design component within ProjectDox for automating and performing the electronic plan review process. ProjectDox workflow manages the user's access to projects, folders and files and coordinates and manages the individual departmental plan review processes. It is designed to be complementary to the overall permit process but can just as easily be run stand-alone or used in other departments not currently using AMANDA. Workflows can be automatically started as part of the AMANDA integration or manually started at any time. Multiple workflows for individual or parallel plan reviews can be run within a single plan review project. ProjectDox workflows are designed not to be redundant to the City's current permit process, but actually add additional plan review functionality for reviewing electronic project plans. This makes the job of the plans examiner much easier because they can remain in ProjectDox all day without having to open additional applications to complete their work – the ProjectDox workflow and integration handle all the AMANDA review status updates. Workflow in are easily managed with ProjectDox using our web-based workflow designer which supports drag-n-drop workflow tasks and steps. The workflow web designer can also be used to test, modify and update workflows – new or existing. ProjectDox workflows are complemented by the Review Form which provides 2-way communication with other 3rd party systems like AMANDA supported by a library of over 700 web-services.		
4.20	**User Help:** The system shall provide online, interactive help.	Describe how end users are supported with online, interactive help features in the system. Highlight ways in which the help feature can be configured or customized for organization specific needs.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox provides full online help for End Users, Project Admins / Coordinators and System Admins. Help files can be reference linked for easy access to specific support / training topics. All help documents are made available to the City for use in City developed training guides. All help documents are available in Word format.		
4.21	**System Monitoring:** The system shall provide the ability to monitor, track and log system uptime and transaction response times in order to provide information for SLA monitoring.	Describe how the proposed solution will be monitored to meet Service Level agreements or objectives.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox provides full dashboard status monitoring to track time of all user and data events. All events are time tracked and stored in the database and available for reporting. ProjectDox also maintains system and performance logging and notification which can also be used for reporting. Critical system events are tracked and email notifications can easily be setup to send out status updates to key team members. ProjectDox supports many different service level agreements and has an excellent support rating.		

G. Functional Requirements:

Req #	Description	Required Response
Perform Regulatory Review/ performIntake		
5.1	The Submittal Applicant uses the system to complete a Web-based application form to setup Project Information and securely sign submittal. The system guides the Submittal Applicant through a series of questions leading to the correct application to complete. The Submittal Applicant can revisit the intake application during multiple sessions before its completion and save each session prior to submittal. In addition, the Submittal Applicant can provide updated Project Information throughout the approval process; however, the system locks Project Information during the review cycle, which can be released (unlocked) at Submittal Coordinator discretion when required to allow for Submittal Applicant updates. The system provides the ability to withdraw a project submittal as well. Based on location values identified on the application form, location-based information automatically populates relevant form elements. The form contains selectable attributes to identify mechanical, electrical, plumbing, building, driveway, sidewalk, etc. to predetermine initial permit requirements, which can be adjusted during quality review or in the Obtain Permit use case - the application must accommodate multiple structures. The system provides a method to attach relevant design documents and other pertinent Submittal Package items. These required attachments are indicated to the Submittal Applicant on the Web-based form. Each required attached line item provides the ability to browse and upload the file and ensures all required attachments to include approved document format (such as PDF). The required items must be indicated depending on submittal type - required items for any given submittal type must be changeable by approved city staff.	It is anticipated that the city's case management system (AMANDA) will perform intake. However, the city recognizes a direct relationship between the intake documentation and a well-managed workflow for regulatory review. Explain the relationship between intake documentation and how it relates to the proposed design/markup tool.

Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box - The initial application is submitted via the web using the AMANDA citizen access web portal. Once application information is in Amanda, ProjectDox queries the permitting system for new permit requests that meet customer-defined criteria for permits requiring plan review. Utilizing its own workflow tools, ProjectDox then automatically creates a review project from a template that is specific to the requested permit or plan review type, including required data and uploaded files.

ProjectDox provides customizable project templates that can be tailored for each specific plan review / application type. The template contains pre-defined workflow business processes and eforms that can route tasks for different stages (including ad hoc reviews), departments and specific review team members. Review Departments can include: Building and Safety, City Planning and Zoning, Public Works, Transportation, Fire, Water and Power, Housing, Finance, Recreation and Parks, and Utilities. These project templates are then used for the creation of a plan review project. Using web services, ProjectDox automatically creates a new project by integrating information from ProjectDox with AMANDA. ProjectDox drives the project forward by enabling features of other systems.

Fee Payment Integration – Some review departments allow for the Applicant to submit their drawings and documents for a pre-review or pre-screening so proper review / permit fees and/or bond amounts can be determined prior to formal plan review. To do this, ProjectDox will obtain fee amounts and payment status from AMANDA

Plan Review Workflow knows when the Applicants have paid their fees via the portal and the plan review process has begun. The timing of fee payment can take place at the application stage, pre-screen review stage (following pre-screen of plans, a bond amount may be required), review department stage (an additional bond may be required) and at the approval stage.

Files and plans are available for viewing as soon as they are uploaded. Editing and Markup capabilities are controlled by workflow, which validates required data, files, and fee status. Individual review types have different rules. This enables the

agency to collaborate with the applicant, including markups and changemarks prior to the application being routed to all reviewers. Applicants have the opportunity to submit additional information and documents at any time during the review as approved by the City.		
Perform Regulatory Review/ researchGeographicInformation		
5.2	The system provides the ability to perform geographic information research using city owned Geographic Information System (GIS) information. These features include the ability to overlay plan sheet with one or more GIS layers. The system provides the ability to compare a known list of features in GIS to the Submittal Package plan. These features should include zoning, watershed, and other relevant planning and review information about adjacent properties. When various fragmented pages are stitched in continuous form providing an overall construction footprint, provide ability to overlay footprint on GIS view for GIS administrators to create GIS polygon overlay. This information helps conduct the review in the context of the permitted/build environment. Referenced sources are not required to be included as markup back to Submittal Applicant.	Identify the relationship between the proposed solution and how we might use it to overlay or compare against GIS information *as it relates to the intake process.*
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box - ProjectDox has a GIS module called GIStream. During the intake process of an application, ProjectDox will link the geo specific location of the application address / parcel ID to the plan review project in ProjectDox, so all drawings and documents uploaded into the plan review project would then be linked to the proper GIS location. As a best practice, Avolve recommends that all Planning type reviews request the Applicant to upload CAD drawings for all Civil / Site Plan / Utilities type drawings so as to allow the City's GIS team the ability to use their GIS system to extract specific file layers to populate their GIS system. During plan review the plans examiners through ProjectDox GIStream would have access to specific GIS layers that would correspond to their plan review task and additionally that would allow reviewers to overlay and compare disparate file types. For example, a civil engineering site plan (DWG or PDF) could be easily overlaid with the GIS site map and scaled / registered to quick comparison of specific GIS layers to check things like property boundaries, setbacks, existing structures, utility lines, etc. This is an extremely powerful tool for plans examiners and can also be used in the field for inspectors and maintenance staff.		
Geographic Information System/ retrieveGeographicInformation		
5.3	For certain intake items, the system uses city available Geographic Information System to retrieve and populate Project Information. Can be used to explore and/or research the Geographical Information System.	We believe this function is out of scope. However, the Vendor may provide additional insight as it relates to the recommended solution.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox GIStream can easily share information retrieved from the City's GIS system with plans examiners. With GIStream, plans examiners can go from a project or file to a GIS parcel map or go from a parcel map and locate the project or files associated with that parcel. Any data retrieved from the GIS system can be displayed and used by reviewers.		
Perform Regulatory Review/ establishGeographicReference		
5.4	When geographic information is retrieved from the Geographic Information System, the system creates a Geographic Information Reference and stores it with the Project Information for future reference.	Out of scope – provided for completeness.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – Any data retrieved from the GIS system can be displayed and used by reviewers.		
Perform Regulatory Review/ updateRemittanceQueue		
5.5	Depending on the type of submittal, there may be fees required during intake. The system adds the required fee to a Remittance Queue for close out processing based on the submittal type. City staff must be able to change the submittal type attributes,	Out of scope – provided for completeness.

	which automatically changes the associated fee. The associated fees must be configurable by approved city staff.	
Avolve ProjectDox Supports this Requirement Out of the Box – ProjectDox workflow can be tightly integrated with the permitting / financial systems to leverage the fee payment status which in turn impacts the application review process steps. For example, if at the end of the plan review that Applicant has not paid their fees, ProjectDox would let them know that their project has been Approved but they must login and pay their outstanding fees prior to downloading the Approved files.		
Submittal Applicant/ reviewRemittanceQueue		
5.6	When all intake items are complete, the Submittal Applicant is presented with a Remittance Queue listing all Submittal Package(s) ready for submission and the processing fee (completeness check fee) and provides indication of the total fees required and nonrefundable fee indication. The system provides accepted indication of review time start. The system provides ability to adjust fee tables and approved staff may over ride table items - the system records staff that made the override.	Out of scope – provided for completeness.
Avolve ProjectDox Supports this Requirement Out of the Box – ProjectDox workflow can be tightly integrated with the permitting / financial systems to leverage the fee payment status which in turn impact the application review process steps. ProjectDox can control when a review workflow starts based on when fees are paid and these steps can be easily controlled by the appropriate City staff.		
Perform Regulatory Review/ processRemittance		
5.7	The Submittal Applicant selects to pay required Remittance via electronic form of payment such as credit or debit card. When successfully transacted, the Submittal Applicant receives an Acknowledgment of successful payment.	Out of scope – provided for completeness.
Avolve ProjectDox Supports this Requirement Out of the Box – ProjectDox workflow can be tightly integrated with the permitting / financial systems to leverage the fee payment status which in turn impact the application review process steps. ProjectDox can control when a review workflow starts based on when fees are paid and these steps can be easily controlled by the appropriate City staff.		
Electronic Financial Service/ processRemittance		
5.8	The system provides an interface to city approved financial vendor to process online electronic transactions.	Out of scope – provided for completeness.
Avolve ProjectDox Supports this Requirement Out of the Box – ProjectDox workflow can be tightly integrated with the permitting / financial systems to leverage the fee payment status which in turn impact the application review process steps. ProjectDox supports 3rd party financial vendors and can also redirect Applicants to those vendors for fee processing. ProjectDox does not accept or store credit card info. ProjectDox is passed PCI review at other jurisdictions and a middle tier system can be setup for added security at an additional fee.		
Perform Regulatory Review/ setupSubmittalPackageQueue		
5.9	Once Acknowledgment is received by the Electronic Financial Service (if required), the system places the submittal into a Submittal Package Queue for review by the Quality Reviewer.	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox utilizes plan review specific workflows to		

manage the plan review process. Initial projects are queued for the Quality Reviewer / Intake Coordinator to Pre-Screen the plan submission drawings set. Once cleared, the workflow would then route the individual plan review department tasks to the appropriate review departments. ProjectDox works best when data and workflow steps are integrated so that all actions can be triggered by events in either system, including but not limited to; review departments, review status, review results, resubmissions, file upload and downloads, fee transactions, and due dates. Avolve works closely with agency staff to development integration requirements that make the process as seamless as possible by supporting the existing AMANDA permitting workflow process with the ProjectDox plan review workflow, eliminating duplicate entries and effort, thereby increasing accuracy, efficiency and improving task management.		
Perform Regulatory Review/ reviewSubmittalPackage		
5.10	The system presents a Submittal Package Queue of updated or new Submittal Packages and provides a means for the Quality Reviewer to perform a quality check on the submitted items. The system provides the ability to accept or reject the Submittal Package to include relevant comments for rejection or further information on Submittal Package status. When accepted, the Submittal Package is moved to the Group Review Queue. Based on the submittal type, the system automatically sets up the Group Review Queue. The Quality Reviewer must be able to override automated template queued items in the Group Review Queue to include adding and removing queued groups or individuals.	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox utilizes plan review specific workflows to manage the plan review process. Initial projects are queued for the Quality Reviewer / Intake Coordinator to Pre-Screen the plan submission drawings set. Once cleared, the workflow would then route the individual plan review department tasks to the appropriate review departments. The Quality Reviewer will have direct access to the plan review projects and can be allowed to change steps and reassign tasks at any time, including adding and removing plan review departments for which ProjectDox would automatically update back into AMANDA. It is very important for the Quality Reviewer to maintain control over the plan review projects – many of our customers actually have multiple Quality Reviewers / Review Coordinators to oversee specific application types, for example one dedicated to residential and one for commercial projects.		
Perform Regulatory Review/ setupGroupReviewQueue		
5.11	After the Submittal Package is quality approved by the Quality Reviewer, the system identifies template Group Review Queue depending on the type of submission and provides the ability for the Quality Reviewer to override Group Review Queue assignments. The Group Review Queue is updated when a Submittal Package is approved or requires additional review based on Reviewer lineage (i.e., requires one Reviewer to review before another or certain groups can review simultaneously). The Group Review Queue is based on area of responsibility (i.e., constructability, code compliance, etc.). The Group Review Queue is per review group (depending on the type of review) and when under review by a Reviewer, the system takes the Submittal Package off the relevant Group Review Queue to prevent multiple reviews by the same area of responsibility. For some reviews, depending on certain attributes identified on the application form, the system provides a priority order of review groups or individuals because some review groups or individuals may be required to review the Submittal Package and approve or comment before others perform their review. The business rules for review group order and review cycle must be modifiable by the Submittal Coordinator. For example, some groups may need to sign off (approve or comment) before the Submittal Package shows up in another Group Review Queue. The Submittal Coordinator or Reviewer may return a Submittal Package to the Group Review Queue indicating further review by selected groups or selected Reviewers	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.

	during the review cycle to include Submittal Coordinator or Reviewer comments when necessary. Certain Reviewers can be set as required without holding up the review cycle; however, these reviews are still essential for final approval - allows for Submittal Applicant to receive Reviewer Comments prior to final approval.	

Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox utilizes plan review specific workflows to manage the plan review process. The Quality Reviewer can manually assign specific plan review departments or the system can be easily configured to assign review departments automatically based on the plan review application type. Those automatic assignments can also be easily overridden by the Quality Reviewer with appropriate privileges. Plan review tasks can be assigned in several ways. One method is tasks can be routed to a manager / supervisor who then reviews the task and assigns it to the appropriate plans examiners. Alternatively, ProjectDox can use the automated First In Group task assignment process. In this case, the task is assigned to multiple Electrical plans examiners. The first examiner who accepts the task then gets it and the task is removed from the task list for other examiners.

ProjectDox also supports three types of plan review process workflows: 1. Serial Plan Review where one department reviews, followed by another, then another, 2. Simultaneous Plan Review where multiple review departments review plans concurrently and 3. Parallel Plan Review, in which case multiple plans review departments review concurrently but work independently of each other. For example, Electrical and Structural review concurrently but each can work directly with the Applicant as changes are needed. Parallel review means the Applicant doesn't wait until all review departments are finished with their reviews. The Quality Reviewer is integral to all of these workflow processes and as in the case of the Parallel Plan Review process, multiple Quality Reviewers can be utilized by department type.

The Quality Reviewer has direct access to the plan review projects and can be allowed to change steps and reassign tasks at any time, including adding and removing plan review departments for which ProjectDox would automatically update back into AMANDA. It is very important for the Quality Reviewer to maintain control over the plan review projects – many of our customers actually have multiple Quality Reviewers / Review Coordinators to oversee specific application types, for example having one dedicated to residential and one for commercial projects.

It's a best practice to allow the Quality Reviewer / Coordinator to actively manage the review process and ProjectDox provides the reports dashboard tools to support this process. Quality Reviewers get clear and direct access to the information they need to oversee the intake process. That information includes the workflow process review, each department review and even the QA review step that occurs prior to corrections being sent back to the Applicant. The Coordinator can easily redirect the examiners corrections to a manager for review or to catch areas of review conflicts between examiners before sending the corrections to the Applicant. The Coordinator is also involved with the Applicant Resubmit workflow process step and can at any time reassign or add an additional review department based on possible changes from the Applicant.

The goal and best practice is to review, analyze, evaluate and design specific workflow business processes to address the formal plan review business process and to also design for changes, modifications and exceptions that happen during a review process. Building a workflow process is easy, designing a business process to handle the day to day process changes and exceptions is what Avolve does best!

Avolve's proposal to the City includes business process analysis and workflow design that encapsulates the City's business rules and processes in ProjectDox. Best practices, such as those described above, are suggested during the implementation process to ensure the City's implementation results in an efficient plan review process that best serves its citizens.

Perform Regulatory Review/ createProjectInformation		
5.12	Once a Submittal Package is accepted, the system generates the necessary Project Information compatible with the Issue Permits capability (currently AMANDA). The Project Information intakes all relevant attributes of the Submittal Package to include diagrams, project information, contact information, personal identification number	Explain the relationship (if any) between the proposed markup solution and project information stored with the

	(PIN), contractor, compliance comments and markups, identified permit requirements, etc. to automatically populate the Issue Permits portion of the system.	case file.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – The ProjectDox integration with AMANDA will fully support the 2-way / bidirectional sharing of project plan review data between AMANDA and ProjectDox. All the permit related information within AMANDA will be available to the Plan Review Team in ProjectDox via the Integration to AMANDA. All markups, changemarks, notes and comments added in ProjectDox by each individual plans examiner will be available in AMANDA for workflow search and reporting. The goal and best practice of this type of integration is to allow the plans examiners to remain working within ProjectDox and not require them to leave ProjectDox to go find, search or locate plan review information within other systems – plans examiners will have access to all required permit, GIS and code related information to properly and efficiently perform their plan review tasks. Again, tight integration between AMANDA and ProjectDox means that reviewers work more efficiently by reducing errors and eliminating the need for duplicate entries too.		
Perform Regulatory Review/ updateProjectFolder		
5.13	The system updates (or creates if new) the Project Folder to include any relevant updates to the Project Information as well as the reference links to documents stored in the enterprise document and imaging management system (EDIMS).	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – The ProjectDox integration to the City's EDIMS will fully support the update of new and existing plan review documents and information. Updates to the EDIMS are triggered and driven by the plan review workflow business process. The system can be configured to automatically update the EDIMS following a plan review process step, a plan resubmission or upon plan review completion and approval, all based on the City's archival requirements and standards. Projects can also be fully exported and imported in and out of ProjectDox at any time.		
Perform Regulatory Review/ trackTimingToBillingProcess		
5.14	The system provides the ability to track time to the billing process, i.e., clock starts once remittance is issued for Submittal Package. The system tracks relevant timing (adjustable by staff) and provides feedback to Submittal Applicant on timing indications (i.e., where in the process). Time lines are automatically setup but adjustable.	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox supports and provides full time tracking by user, department or task step. Times are typically automatically calculated but can also be manually entered or adjusted as required. Avolve sees Time Tracking critical to process insight and management. Time Tracking can also be shared with the Applicant and/or project owner as required.		
Submittal Applicant/ reviewApplicationNotification		
5.15	The system provides an automated email or text message (depending on intake setup) to the Submittal Applicant for accepted and rejected Submittal Packages (with rejection comment - i.e., reason for rejection and recommended guidance for future submissions). For accepted submissions, the system provides a summary of the submission process and estimation of anticipated review time. During the Reviewer process, the system provides the Submittal Applicant markup diagrams including associated comments, links to references and city codes, other general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items. Once corrected, the Submittal Applicant must address each comment and resubmit relevant portions of their Submittal Package. These notifications may include high-priority out of cycle comments from Reviewers. Throughout the Submittal Package review process, the system provides continuous automatic updates to the Submittal Applicant as it moves through the Group Review Queue. Finally, the Submittal Applicant is provided a means to print any necessary approved documentation.	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox supports fully customizable email notifications for plan review process steps and these notifications can also be different and dependent on the plan review application		

type, e.g. different for residential vs. commercial. All markups, notes, comments and code violations are tracked by plans examiner and consolidated on the ProjectDox Correction Form by department for easy sorting by the applicant. Actual drawing markup images are stored on this form so the Applicant can easily have their team address the issues. This Correction Form can also update AMANDA or be stored within AMANDA as history or to be used by AMANDA for the creation of a Correction Letter within AMANDA. The Applicant must address each correction or comment and check off those items on the Correction Form and then will be promoted to upload their corrected drawings and documents back into ProjectDox. Once all corrections are finished their final reviews and approved, ProjectDox will notify the Applicant of their completed / approved plan review process and the Applicant will be instructed to pay their final fees and then download their drawings – all this controlled via the review process workflow with proper notifications and due date reminders along the way. Full email support is also available to all plan review team members for internal and external communication between staff and Applicant. All email notifications are tracked and stored within the ProjectDox system using a feature called Topics and Notes. Email threads between examiner and Applicant are stored as history within the project and can be easily categorized for search at a later date – a very powerful feature that enhances the transparency of the plans review process.		
Perform Regulatory Review/ provideRegulatoryFeedback		
5.16	Reviewers in a particular review group (by order of responsibility area setup in the Group Review Queue) checks the Group Review Queue (listed in date/time order) for assigned reviews and submits Submittal Package Reviewer comments. The key features include: a) For complex structures submitted in appropriate format, the system provides a means to view diagrams using layering techniques to show/hide various elements. b) The system provides automated tools for the Reviewer to markup diagrams (words, pictures, sketches, highlights, etc.) including associated comments, links to references and city codes, administrative/general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items to include ability sort and/or rank comments. c) The Reviewer needs to dynamically share comments with other Reviewers and view other Reviewer's comments prior to generation reports. d) The system provides the ability to identify changes (deltas) for resubmitted design plans when submitted using standardized formats such as PDF and engineering computer aided design (CAD) files. e) The system provides the able to easily calculate volumes, measure areas (to include acreage), distances (via poly-line or path), angles and radii. f) The system provides the ability for multiple page document submissions to be viewed in continuous, unbroken fashion providing a seamlessly adjoined view of the design plans - within a given plan set, provide ability to navigate between section/sheet dynamically, combine files, separate sheets, etc. g) The system provides a common, frequently used comment library to include images, text, technical specifications, etc. configurable by the Reviewer. h) All markups indicate the particular Reviewer layer for identification by the Submittal Coordinator and Submittal Applicant. i) The Submittal Coordinator may review Group Review Queue items and provide	This is the key functional requirement for the desired solution. The vendor must explain how the solution achieves the desired functionality and may include additional functionality not expressed.

	feedback to the Reviewer. j) The system provides reporting of group comments and general administrative comments by topic for each discipline. If no comments, the system allows the Reviewer to approve the submittal by providing a group level or individual secure approval stamp indication on relevant Submittal Package items and the Submittal Coordinator approves the Reviewer Comments or the entire Submittal Package when no comments require updates by the Submittal Applicant. k) Once a Review Group approves a Submittal Package, the record must be locked preventing any additional changes except by approved city staff.	

Avolve ProjectDox Meets and Exceeds these Requirement Out of the Box:

a. Fully supported – The ProjectDox integrated plan review viewer / tools proved a robust set of layer / level viewing tools including controls to turn on or off, any or all layers within a drawing file – this allows the plans examiner to turn off specific drawing layers like text or measurements so as to allow a more clear view of the drawing. The ProjectDox viewer also has the ability to turn on all layers or to display the default layers as originally saved and uploaded into ProjectDox.

b. Fully supported – ProjectDox markup tools are easily configurable to include custom codes, notes, comments, pictures, symbols and sketches, etc. Notes and comments, including symbols and sketches can be saved within a plans examiner's personal stamp library for easy access to trade specific (i.e. Electrical) plan review. All markups are automatically consolidated for all plans examiners then categorized and attached to the ProjectDox corrections form for the Applicant review and correct, all managed by a review specific workflow business process.

c. Fully supported – ProjectDox uses a unique communication feature called Topics and Notes (see item answer 5.15 above), which allow reviewers to discuss project or file specific issues / questions. Each Topic and Note is tracked and logged within the plan review project for easy reference and reporting. Topics and Notes are also secure and require user permissions to read / access them and to also create new ones. Topics and Notes can also be shared with team members outside of the City, i.e. other outside review agencies, 3rd party plans examiners and of course the Applicant.

d. Fully supported – ProjectDox includes the industry leading Overlay / Compare feature designed for plans examiners, allowing them to perform several unique review options including: Comparing any 2 drawings or files side by side, Overlaying any 2 drawings or files of any size or scale (different sized or scaled drawings can be easily overlaid and registered using the registration tool to scale, rotate and snap fit the different drawings together for overlay comparison), Comparing / Overlaying Drawings and GIS map data and a unique feature to compare and display changes of text based files. The ProjectDox Overlay / Compare feature provides robust tools for displaying 2 different file versions, showing the examiner in RED, items what were in version 1 but are not removed from version 2 and in GREEN, items that were added to version 2 that were not in version 1 – this tool alone provides a quick and powerful review process workflow for making sure the Applicant made the proper corrections and also helps with catching any new additions or deletions the Applicant may have made that were not called for by the examiners, like design modifications during plan review.

e. Fully supported – The ProjectDox Measure / Take-off tools provide the examiner with the ability measure almost any drawings type including scanned / raster based files like TIFF and raster PDF files. Once a drawing is quickly calibrated (best practice is to require the Applicant to include an accurate scale on each drawing – the examiners can calibrate the drawing using that scale – ProjectDox can then persist that scale moving forward) the measurement tools provide the examiner with ability to measure: lines, poly lines, curves, circles, radius, angle, area by square / rectangle and poly shapes. ProjectDox provides a unique feature for performing counts and measure take-offs – these measurements including volumes can be stored in a take-off screen and saved as a markup for the Applicant to see and correct or they can be exported to an Excel spread sheet where you can have spread sheet formulas to calculate specific take-off measurements like 3d volume calculations.

f. Fully supported – Multi-page PDF and CAD files are fully supported, as are single sheet submissions. ProjectDox supports hyper-linking between sheets within a multipage PDF file and also displays quick reference thumbnails of each page on the right side navigations panel. For best practice in managing the plan review corrections process for speed, performance and plan review efficiency that Avolve recommends the single sheet submission process to allow for improved management of drawing sheet corrections on a sheet by sheet basis. If multipage PDF files are submitted for

plan review, it is also recommended that the multipage PDF files be trade specific to produce smaller PDF files and to also make it quicker for the examiners to navigate their specific plan review drawing sets.

g. Fully supported – ProjectDox markup tools are easily configurable to include custom codes, notes, comments, pictures, symbols and sketches, etc. Notes and comments, including symbols and sketches can be saved within a plans examiner's personal stamp library for easy access to trade specific (i.e. Electrical) plan review. Stamp libraries can also be shared with other examiners for trade specific libraries. Standard Check Lists and Correct Lists can also be setup as part of the task review tools for an examiner and can also be trade specific. These Lists are easy to select from and once selected, ProjectDox auto attaches them to Correction Form to the Applicant. Applicants will be required to "Check-off" each List item as they address them as part of the workflow business process – any List item that is not corrected will prevent the Approval Stamping of the plan set until the List items are addressed.

h. Fully supported – ProjectDox uses a unique markup feature called Changemarks – this markup tool captures the current markup view and tags the changemark with the examiner's information including name, time, date, review dept. and any additional notes, codes and comments the examiner may wish to add to this specific markup – all of which are auto attached to the ProjectDox Correction Form for the Applicant to review, correct and check-off as addressed – all of which can be synced with the AMANDA system and can reported on.

i. Fully supported – Within ProjectDox, the Submittal Coordinator and Quality Reviewer may have full access to assist with the review process and collaborate with each of the plans examiners as any time during the review process. A typical best in class review step where this review process is best used is during the QA review step within the workflow business process – in this step, the Submittal Coordinator and Quality Reviewer may review the markup / corrections of an examiner and comment directly back to the examiner prior to sending the Corrections to the Applicant. QA review steps can be added for all or specific review trades as required.

j. Fully supported – ProjectDox supports reports, notes and comments that can be easily configurable for review departments as well as departmental stamps – there is no limit on the number of stamps the City may wish to use – departmental or City level stamping is fully supported. As standard best practice, if no corrections are required, the review process is moved back to the Submittal Coordinator or Quality Reviewer for final review and stamping.

k. Fully supported – Once a plan review set is stamped for release to the Applicant, ProjectDox copies the plans to the "Approved" folder within their review project, where the Applicant will be directed to down the plans. ProjectDox secures (removing access or limiting access) the original upload / submit folder(s), locking them from the Applicant following the Stamp Approval process. The Applicant now only had access to the Approved folder where they may only view and download the stamped plans – they cannot upload files into this folder. Inspector can also have access to this Approved folder for their inspections in the field. An additional approved set on plans can be made accessible for first responders and a special folder setup for them to access. This is a best practice process!

Perform Regulatory Review/ researchGeographicInformation

5.17	The system provides the ability to perform geographic information research using city owned Geographic Information System (GIS) information. These features include the ability to overlay plan sheet with one or more GIS layers. The system provides the ability to compare a known list of features in GIS to the Submittal Package plan. These features should include zoning, watershed, and other relevant planning and review information about adjacent properties. When various fragmented pages are stitched in continuous form providing an overall construction footprint, provide ability to overlay footprint on GIS view for GIS administrators to create GIS polygon overlay. This information helps conduct the review in the context of the permitted/build environment. Referenced sources are not required to be included as markup back to Submittal Applicant.	Identify the relationship between the proposed solution and how we might use it to overlay or compare against GIS information *as it relates to the review process.*

Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – The ProjectDox GIS module is called GIStream GIStream allows reviewers to overlay and compare disparate file types For instance, a civil engineering site plan (DWG or PDF) could be easily overlaid with the GIS site map and scaled / registered to quickly compare specific GIS layers. The reviewer may want to check things like property boundaries, setbacks, existing structures, utility lines, during the course of a review. GIStream enables overlay / comparison of plan sheets relevant GIS features.

GIStream is an extremely powerful tool for plans examiners and can also be used in the field for inspectors and maintenance staff. As best practice, Avolve strongly recommends that all Civil Applicants or Applicants submitting Civil / Site Plans submit their drawing files as a CAD file (DWG or DGN) so that these rich data files can be used by the City's GIS team to extract data from the files to populate the GIS system and or stitched together for consolidated views as with roads and utilities. This is a very powerful feature within ProjectDox as we support 200+ file formats and also tightly integrate and compare GIS info with the Applicant plan submission and the City's GIS system.

Geographic Information System/ retrieveGeographicInformation

5.18	For certain intake items, the system uses city available Geographic Information System to retrieve and populate Project Information. Can be used to explore and/or research the Geographical Information System.	We believe this function is out of scope. However, the Vendor may provide additional insight as it relates to the recommended solution.

Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox GIStream can easily share information retrieved from the City's GIS system with plans examiners. With GIStream, plans examiners can go from a project or file to a GIS parcel map or go from a parcel map and locate the project or files associated with that parcel. Any data retrieved from the GIS system can be displayed and used by reviewers.

Perform Regulatory Review/ setupGroupReviewQueue

5.19	After the Submittal Package is quality approved by the Quality Reviewer, the system identifies template Group Review Queue depending on the type of submission and provides the ability for the Quality Reviewer to override Group Review Queue assignments. The Group Review Queue is updated when a Submittal Package is approved or requires additional review based on Reviewer lineage (i.e., requires one Reviewer to review before another or certain groups can review simultaneously). The Group Review Queue is based on area of responsibility (i.e., constructability, code compliance, etc.). The Group Review Queue is per review group (depending on the type of review) and when under review by a Reviewer, the system takes the Submittal Package off the relevant Group Review Queue to prevent multiple reviews by the same area of responsibility. For some reviews, depending on certain attributes identified on the application form, the system provides a priority order of review groups or individuals because some review groups or individuals may be required to review the Submittal Package and approve or comment before others perform their review. The business rules for review group order and review cycle must be modifiable by the Submittal Coordinator. For example, some groups may need to sign off (approve or comment) before the Submittal Package shows up in another Group Review Queue. The Submittal Coordinator or Reviewer may return a Submittal Package to the Group Review Queue indicating further review by selected groups or selected Reviewers during the review cycle to include Submittal Coordinator or Reviewer comments when necessary. Certain Reviewers can be set as required without holding up the review cycle; however, these reviews are still essential for final approval - allows for Submittal Applicant to receive Reviewer Comments prior to final approval.	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.

Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox utilizes plan review specific workflows to manage the plan review process. The Quality Reviewer can manually assign specific plan review departments or the system can be easily configured to assign review departments automatically based on the plan review application type. Those automatic assignments can also be easily overridden by the Quality Reviewer with appropriate privileges. Plan review tasks can be assigned in several ways. One method is tasks can be routed to a manager / supervisor who then reviews the task and assigns it to the appropriate plans examiners. Alternatively, ProjectDox can use the automated First In Group task assignment process. In this case, the task is assigned to multiple Electrical plans examiners. The first examiner who accepts the task then gets it and the task

is removed from the task list for other examiners.

ProjectDox also support three types of plan review process workflows: 1. Serial Plan Review where one department reviews, followed by another, then another, 2. Simultaneous Plan Review where multiple review departments review plans concurrently and 3. Parallel Plan Review, in which case multiple plans review departments review concurrently but work independently of each other. For example, Electrical and Structural review concurrently but each can work directly with the Applicant as changes are needed. Parallel review means the Applicant doesn't wait until all review departments are finished with their reviews. The Quality Reviewer is integral to all of these workflow processes and as in the case of the Parallel Plan Review process, multiple Quality Reviewers can be utilized by department type.

The Quality Reviewer has direct access to the plan review projects and can be allowed to change steps and reassign tasks at any time, including adding and removing plan review departments for which ProjectDox would automatically update back into AMANDA. It is very important for the Quality Reviewer to maintain control over the plan review projects – many of our customers actually have multiple Quality Reviewers / Review Coordinators to oversee specific application types, for example having one dedicated to residential and one for commercial projects.

It's a best practice to allow the Quality Reviewer / Coordinator to actively manage the review process and ProjectDox provides the reports dashboard tools to support this process. Quality Reviewers get clear and direct access to the information they need to oversee the intake process. That information includes the workflow process review, each department review and even the QA review step that occurs prior to corrections being sent back to the Applicant. The Coordinator can easily redirect the examiners corrections to a manager for review or to catch areas of review conflicts between examiners before sending the corrections to the Applicant. The Coordinator is also involved with the Applicant Resubmit workflow process step and can at any time reassign or add an additional review department based on possible changes from the Applicant.

The goal and best practice is to review, analyze, evaluate and design specific workflow business processes to address the formal plan review business process and to also design for changes, modifications and exceptions that happen during a review process. Building a workflow process is easy, designing a business process to handle the day to day process changes and exceptions is what Avolve does best!

Avolve's proposal to the City includes business process analysis and workflow design that encapsulates the City's business rules and processes in ProjectDox. Best practices, such as those described above, are suggested during the implementation process to ensure the City's implementation results in an efficient plan review process that best serves its citizens.

Submittal Applicant/ reviewApplicationNotification		
5.20	The system provides an automated email to the Submittal Applicant for accepted and rejected Submittal Packages (with rejection comment - i.e., reason for rejection and recommended guidance for future submissions). For accepted submissions, the system provides a summary of the submission process and estimation of anticipated review time. During the Reviewer process, the system provides the Submittal Applicant markup diagrams including associated comments, links to references and city codes, other general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items. Once corrected, the Submittal Applicant must address each comment and resubmit relevant portions of their Submittal Package. These notifications may include high- priority out of cycle comments from Reviewers. Throughout the Submittal Package review process, the system provides continuous automatic updates to the Submittal Applicant as it moves through the Group Review Queue. Finally, the Submittal Applicant is provided a means to print any necessary approved documentation.	Although we believe this to be a function of our case management system AMANDA, the Vendor may explain how the solution integrates to provide the Submittal Applicant with all the markup/comment information by the Reviewer.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox supports fully customizable email		

notifications for plan review process steps and these notifications can also be different and dependent on the plan review application type, e.g. different for residential vs. commercial.

All markups, notes, comments and code violations are tracked by plans examiner and consolidated on the ProjectDox Correction Form by department for easy sorting by the applicant. Actual drawing markup images are stored on this form so the Applicant can easily have their team address the issues. This Correction Form can also update AMANDA or be stored within AMANDA as history or to be used by AMANDA for the creation of a Correction Letter within AMANDA.

The Applicant must address each correction or comment and check off those items on the Correction Form and then will be promoted to upload their corrected drawings and documents back into ProjectDox.

Once all corrections are finished their final reviews and approved, ProjectDox will notify the Applicant of their completed / approved plan review process and the Applicant will be instructed to pay their final fees and then download their drawings – all this controlled via the review process workflow with proper notifications and due date reminders along the way.

Full email support is also available to all plan review team members for internal and external communication between staff and Applicant. All email notifications are tracked and stored within the ProjectDox system using a feature called Topics and Notes. Email threads between examiner and Applicant are stored as history within the project and can be easily categorized for search at a later date – a very powerful feature that enhances the transparency of the plans review process.

Perform Regulatory Review/ createProjectInformation		
5.21	Once a Submittal Package is accepted, the system generates the necessary Project Information compatible with the Issue Permits capability (currently AMANDA). The Project Information intakes all relevant attributes of the Submittal Package to include diagrams, project information, contact information, personal identification number (PIN), contractor, compliance comments and markups, identified permit requirements, etc. to automatically populate the Issue Permits system.	Explain the relationship (if any) between the proposed markup solution and project information stored with the case files.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – The ProjectDox integration with AMANDA will fully support the 2-way / bidirectional sharing of project plan review data between AMANDA and ProjectDox. All the permit related information within AMANDA will be available to the Plan Review Team in ProjectDox via the Integration to AMANDA. All markups, changemarks, notes and comments added in ProjectDox by each individual plans examiner will be available in AMANDA for workflow search and reporting. The goal and best practice of this type of integration is to allow the plans examiners to remain working within ProjectDox and not require them to leave ProjectDox to go find, search or locate plan review information within other systems – plans examiners will have access to all required permit, GIS and code related information to properly and efficiently perform their plan review tasks. Again, tight integration between AMANDA and ProjectDox means that reviewers work more efficiently by reducing errors and eliminating the need for duplicate entries too.		
Perform Regulatory Review/ updateProjectFolder		
5.22	The system updates (or creates if new) the Project Folder to include any relevant updates to the Project Information as well as the reference links to documents stored in the enterprise document and imaging management system (EDIMS).	Explain the relationship (if any) between the proposed markup solution and project information stored with the case files.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – The ProjectDox integration to the City's EDIMS will fully support the update of new and existing plan review documents and information. Updates to the EDIMS are triggered and driven by the plan review workflow business process. The system can be configured to automatically update the EDIMS following a plan review process step, a plan resubmission or upon plan review completion and approval, all based on the City's archival requirements and standards. Projects can also be fully exported and imported in and out of ProjectDox at any time.		
Perform Regulatory Review/ generateEDIMSMetadata		
5.23	Using attributes of the Submittal Package entered during Perform Intake, the system automatically generates the proper EDIMS (enterprise document and imaging	We believe this to be out of scope; however, Vendor may

	management system) meta-data for inclusion with the relevant Submittal Document stored in EDIMS.	provide additional insight if relevant.
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox fully supports file and project metadata and can collect file and project metadata upon project creation and file upload by the Applicant – metadata tagging and indexing can also be exported via the ProjectDox Export feature and integrated into / used to populate the EDIMS.		
EDIMS/ storeSubmittalPackageDocument		
5.24	The system uses the automatically generated meta-data and stores the Submittal Document in EDIMS (electronic document information management system).	We believe this to be out of scope; however, Vendor may provide additional
Avolve ProjectDox Meets and Exceeds this Requirement Out of the Box – ProjectDox fully support file and project metadata and can collect file and project metadata upon project creation and file upload by the Applicant – metadata tagging and indexing can also be exported via the ProjectDox Export feature and integrated into /used to populate the EDIMS.		

H. Supplemental Submittal Requirements:

1. General

1.1 Provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.

A privately held company, Avolve Software does not publish annual reports. Its internal financial reports are not audited by an outside accounting firm.

Avolve has been selling electronic plan review solutions to government customers since 2005. During that time the company garnered over 100 customers, including major jurisdictions such as the cities of Chicago, Phoenix, Las Vegas, Baltimore, and Boston. Major counties, including most surrounding the Washington DC area, have invested in Avolve's software solutions. The company's track record over this nine year period and the scale and complexity of its customer base attest to Avolve's stability and viability.

Avolve's revenue grew by 64% from 2012 to 2013 to approximately $6.4 million and it increased its base by adding fourteen new, significant customers. Rather than distributing profits to its shareholders, the company has chosen to reinvest in the business, principally adding software developers and customer support people and system resources in 2013. We believe this best positions us for continued rapid growth.

The Company's most recent Dun & Bradstreet report is attached to this response as Attachment 8. If Avolve Software is selected as one of the City's shortlist respondents, it will disclose additional financial details upon request.

1.2 Provide descriptions of the Vendor's senior management team that detail their background and industry experience.

Ronald Loback, President and CEO of Avolve Software Corporation
FIATECH Co-Chair, Technology Initiative for Streamlining Government – Element 6

Mr. Loback is currently President and CEO of Avolve Software Corporation, the leading provider of ePlan submission, review and tracking solutions for city, county and state jurisdictions nationwide. He also serves with FIATECH, the public/private technology consortium focused on design, engineering and construction, as co-chair of the task force for streamlining government regulatory processes related to community development and construction. In addition to founding Avolve Software, Mr. Loback has over 40 years of computer systems, database and communications technology experience, with executive sales and technology management positions at AT&T Global Information Services, Teradata, and Amdahl Corporation (Fujitsu). He also founded and served as chief executive officer for Sage Communications Incorporated, a data services and project consultancy focused on optimizing information value and the use of critical data across functional business units. Mr. Loback holds a degree in Business from Mesa College.

Duane Green, Vice President Product Management

Mr. Green is responsible for developing the ProjectDox product roadmap and managing the product release strategy for Avolve Software. A co-founder of Avolve Software, Mr. Green also provides key product expertise and software demonstration support to the Avolve Sales Group. He has spent the last eight years conceiving, developing, selling and promoting the ProjectDox Collaboration and Electronic Plan Review

solution, and has been largely responsible for ProjectDox product management. Mr. Green offers extensive sales channel development and management experience, having served as North American Sales Channel Director for Bentley Systems and Informative Graphics Corporation.

Mr. Green holds a BA in Architecture from Louisiana Tech University, and has experience as a professional architect.

Bill Miceli, Vice President, Operations and Professional Services

Mr. Miceli is Vice President of Operations and Professional Services, overseeing new and ongoing projects for Avolve Software's recent clients including Chicago, Phoenix, Boston, Riverside, Portland OR, and many more. Mr. Miceli is an information technology profession with over twenty-five years of experience leading, and participating in, large scale IT projects, both internal and customer-facing. Throughout his career Mr. Miceli has proven to be a thought and action leader who successfully manages strategic, tactical, financial, and human resources encompassing a wide range of business functionality and vertical industries including: ERP, manufacturing, eCommerce, construction, telecom, retail, consumer products, business intelligence, sales, B2B, distribution, and supply chain.

Rob Simonds, Vice President, Sales and Marketing

Mr. Simonds is responsible for the Company's sales and marketing operations, which include its business partner relationships. He joined Avolve Software in October, 2013 following seven years with Hewlett-Packard as a Managing Practice Principal in it Enterprise Services Information Management practice. Mr. Simonds has held executive management positions at Legato Systems and FileTek, Inc., both providers of enterprise-class information lifecycle management solutions. He brings a breadth of sales, marketing, channel management, business consulting, and professional services experience to Avolve. Mr. Simonds graduated from Willamette University in Salem, OR with a BS degree in Economics.

1.3 Describe how the system protects data from security breaches. Include any applicable descriptions of insurance, roles/responsibilities, policies and remediation procedures pertaining to data breach and fraud.

Avolve takes system security and reduction of data breach risks very seriously. From defining software requirement, to implementation best practice and our own corporate policies, security of your (and your applicants') information matters to Avolve.

When tracking features through the Avolve software development lifecycle security is always of primary concern. The Security Development Lifecycle (SDL) is an industry-accepted software security assurance process that Avolve adheres to. When tracking features through the Avolve software development lifecycle security is always of primary concern. During the requirements phase of software development, we establish security and privacy requirements and perform security and risk assessments. When moving to the design phase the security requirements are always considered as part of the core architecture. When in the implementation phase we perform analysis of the code to ensure that security practices are being held to and all security requirements are being met. In the verification phase we perform multiple security tests (i.e. fuzz testing) and test permission and privilege threats that may lead to any potential security holes. In the release phase we implement a final security review to ensure security readiness for the application. Through numerous quality assurance iterations the software is finally certified and released.

Avolve will implement an environment that maximizes data security. The ProjectDox Web Server should be the only outward facing machine in your ProjectDox configuration. The Job Processor Server(s), the Database server, and the Application Server should be behind your corporate firewall and use firewall rules to control access to the Web Server. User access is through the Secure Sockets Layer (SSL), an encryption protocol which is designed to provide communication security over the Internet. ProjectDox requires industry-standard secure (SSL) communications between the client's browser and the ProjectDox server with 256-bit encryption. (Utilizing standard SSL requires the purchase of an SSL certificate for the ProjectDox Web Server.) No access to other servers beyond the DMZ (behind the firewall) is allowed outside of the application communication architecture. This communication is gated by specific port access as well.

In addition to reducing the risk of unauthorized user access, file intrusion risks are mitigated. All files uploaded by City staff or applicants are virus and threat scanned prior to upload. Once uploaded the file is never modified or "executed" in any way. Furthermore, all file movement post initial upload is by the system only, not any user with direct access.

Avolve takes further measures that reduce the possibility of data breaches by using the Global Transport Gateway for credit card processing. Credit card information is never available on a ProjectDox eForm and all communication is processed via secure HTTPS / SSL supported web pages.

From a policy standpoint, when Avolve is given access to the City's systems and data for the purposes of installing or maintaining those systems, it's employees comply with the City's administrative, technical, and physical safeguards to protect the City's data and guard against unauthorized access. Avolve asks that its customers only grant Avolve service and support personnel access to City systems or personal information (either the City's or any third party) when such access is absolutely essential for the performance of services under the support agreement.

1.4 Provide evidence of experience with projects of similar size, scope, and complexity.

Chicago, Phoenix, Salt Lake City, Las Vegas, Baltimore, Boston, Vancouver BC, Portland, OR and many other significantly sized jurisdictions are ProjectDox customers. Major counties, including most surrounding the Washington DC area, have invested in Avolve's software solutions too. Avolve's experience with projects of similar size and scope to Austin's is readily demonstrated and reflected in the quality of the customer references we provide in this response.

The "complexity" of a project is typically found in three areas – the business processes, or workflows, that are implemented; the volume of plan review transactions; and the level of integration required to other back-office systems, such as permitting, land management, and accounting applications. In all three areas, Avolve professional services teams have demonstrated the ability or meet and exceed customer requirements. Avolve customers use ProjectDox to automate business processes that encapsulate, in some cases, as many as thirty or forty steps, sometimes in multiple sub-process workflows. Avolve designs and develops workflows across various business processes and not merely building plan review. Parks departments, events planning, fire and safety, zoning, environmental planning, and higher education functions in various jurisdictions across the country use ProjectDox.

Large, metropolitan jurisdictions generally handle more reviews than others and those reviews tend to be more complex and involve more data. The sheer volume of reviews and the information that comes with them can add to project complexity. Austin will want to select a vendor that understands how to model, implement, and support a system that performs well in this high-transaction environment. One of the reference customers provided here, Chicago, has gone 100% digital. That is to say it has ceased accepting paper plans, a testament we believe to the system's ability to perform well under heavy transaction loads.

Finally, another key determinant of project complexity will be the integrations to other back-office systems. Properly developed integrations eliminate redundant data entries, enhancing the consistency of information and improving staff efficiency. Avolve Software's professional services team have developed dozens of integrations to various systems over the years. Rather than creating each new integration from scratch, it is likely the know-how and resources already exist to fast-track Austin's integration development, thereby reducing project complexity.

That leads to a final point in answer to this question about project complexity and Avolve's qualifications. Austin is a vibrant, rapidly growing, high-technology oriented jurisdiction. We can anticipate it will likely have unique, sophisticated requirements as it rolls out an electronic plan review capability. The City will be seeking a vendor that can *reduce* project complexity, not just handle it as complexity arises. Not only does Avolve offer the most field-tested electronic plan review software solution, its professional services staff has "seen it all". We can recommend best practices and draw from a catalogue of experiences that manages complexity down, even for a City with the scope and size of yours.

1.5 Describe any special knowledge, facilities or personnel relevant to this RFP.

Among the special knowledge Avolve offers the City is its catalog of "best-practice" workflow designs including building, planning and zoning, and fire safety. Additionally, Avolve has designed and developed citizen access portals that integrate to ProjectDox (and other citizen facing systems). Our "what works" experience with portal will prove valuable to the City.

1.6 Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

ProjectDox is Avolve's only product. We are solely dedicated to designing, developing, implementing, and maintaining the industry's leading electronic plan review solution. Thirty-two full time and contract employees are dedicated delivering and supporting ProjectDox today. Fully two-thirds of the company's personnel either develop, support, or train customers, the remaining in executive or general administrative roles.

Though a "bootstrapped" company today, Avolve has demonstrated incredible resilience over the years, including through the economy's recent downturn, and emerged from that period growing 64% year over year in 2013. With an expanding customer base, new business and technology partners, as well as additional employees, Avolve is more confident than ever of its ability to maintain competitive offerings.

2. Project Management

2.1 Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.

Having implemented over 100 instances of ProjectDox, the Company's flagship software solution, Avolve understands what it takes to ensure the City's success with a project of this scope. Key to the success of an electronic plan review software solution, or for that matter any solution designed to make business processes and users more efficient and effective, is the involvement of the user community. In the Company's experience, clear articulation of the business requirements is the number one imperative to a successful roll-out. Avolve's proposed methodology is designed to ensure those requirements are accurately captured, vetted with the user community for completeness and prioritization, and thoroughly documented. Avolve also understands that an agile development environment using rapid prototyping techniques to ferret out system requirements delivers quicker, incremental value than other approaches. The City will find that Avolve's project methodology is built upon these concepts – active user participation and agile, rapid prototyping development methods.

Avolve's implementation approach entails five fundamental phases; 1) Assessment, 2) Design, 3) Deploy, 4) Optimize, 5) Go-Live and Closeout. Avolve uses a milestone approach to ensuring the anticipated deliverables from each phase meet customer acceptance. The key milestones are indicated below in each stage description. These project stages are preceded by a formal kick-off meeting, typically held on the customer site, during which team members are introduced, project goals and timelines reviewed, and logistics (badging, system access, work space, etc.) are resolved. Training is discussed in a later section, but comprises the final key element to a successful project. Avolve provides training to IT system administrators, plan reviewers, even citizenry should the City desire it.

Key deliverables for each phase are described below:

1) Assessment: The Assessment phase is a comprehensive review of current business processes to support identified goals and establish a framework for project success. Through Discovery sessions involving IT and line-of-business personnel, this phase involves a review of the project, its goals and deliverables, and other related initiatives. Recruiting the involvement of those senior people who will be the ultimate customers and sponsors of the project is essential. The key milestone deliverable for the Assessment phase is the Solution Design Document (SDD). The milestone is met when the City accepts the SDD.

2) Design: The Design phase executes against the requirements based upon the Best-in-Class process and configuration stated in the SDD. It encompasses the logical and physical designs of the workflow(s), eForms, and reports. Initial administrator and end user training is delivered. Upon completion of this phase, successful user acceptance testing is the key milestone that moves the project to subsequent phases.

3) Deployment: The Deployment phase consists of process training, documentation and pilot deployment of the processes and workflows that have been developed for electronic review. "Beta" testing with select members of the public is commonly accomplished during this phase. Upon completion of this phase, the processes will be ready to roll out for public use. Successful completion of the pilot, with City sign-off is the major milestone for the Deployment phase.

4) Optimize: The Optimization phase implements any workflow refinements that were identified and agreed upon during the Pilot. Workflows, reports, eForms, and documentation may be refined during this phase.

5) Go-live and Closeout: This phase results in putting the system into full production and turning it over to Avolve Customer Support for ongoing support and service. The City will accept the solution as meeting the functional requirements and performing to meet this phase milestone.

Beginning in 2012, the Company formalized a Project Management Office (PMO) that oversees and tracks the status of each active project. Proper and ongoing alignment of services resources, along with a communication plan enhances project success. These are the key functions of Avolve's PMO. If Avolve is selected as the winning responder to the City's RFP, the PMO will initiate the project with an on-site kick-off meeting that brings all participating business functions and Avolve professional services staff together to set expectations and outline requirements. The PMO tracks the project status and provides regular reports back to the City's Program Manager(s) on its progress. Since its inception, the PMO has aided Avolve in increasing customer satisfaction and improved the timely delivery of ProjectDox projects.

2.2 Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the City and the Vendor.

A detailed project implementation plan is included below in Figure 1.The sample project plan outline assumes two workflows. Avolve's economic offer to the City includes the design, development and implementation of four workflows. It is our recommendation that additional workflows beyond the two assumed in this plan be phased in after successfully putting the first two processes into production and launching them to the City's users and applicants.

Figure 1. Project Implementation Plan

Major Phase	Key Tasks	Avolve Resources	City Resources
Readiness Assessment and Review Start: Day 1 Duration: 10 Days	Introduction and kick-off meeting Complete customer information sheet Deliver and review product and project documentation Pre-installation review Project plan walk-through Review network/hardware configs	Project Management Office (PMO) Project Manager Sr. Consultant VP Professional Services	IT project team and Building/Planning dept. representatives for initial kick-off meeting. IT project team for hardware and network config review. IT PM for project walk through.
Sandbox Installation Start: Day 10 Duration: 5 Days	ProjectDox web server installation ProjectDox job processor installation Database server installation Application server installation Reporting server installation Systems test	PMO Project Manager Sr. Technical Consultant Customer Support Operations	City is responsible for installation of Window server/components, HD partitioning, SQL server, SRRS, anti-virus software; Avolve installs ProjectDox components, creates DB, .NET installation
Discovery Start: Day 15 Duration: 5 Days	Workflow review Complete discovery document Review and sign-off	PMO Project Manager Business Process Analyst	User department representatives for discovery workshop; IT PM
Workflows #1 and #2 Design Start: Day 20 Duration: 10 Days	Requirements developed and documented Develop system design document (SSD) Workflow Visio design SSD delivered and reviewed with City SSD Sign-off	PMO Project Manager Sr Technical Consultant Business Process Analyst	Senior user representatives and IT PM for design review and SSD acceptance
Workflow #1 Development Start: Day 30 Duration: 20 Days	Create project template Develop workflow Modify workflow	PMO Project Manager Sr. Technical Consultant	User department representatives and IT PM for consultation as needed during the development phase

	Test workflow Create eForms Modify eForms Test eForms Workflow optimization	Business Process Analyst	
Workflow #2 Development Start: Day 50 Duration: 20 Days	Create project template Develop workflow Modify workflow Test workflow Create eForms Modify eForms Test eForms Workflow optimization	PMO Project Manager Sr. Technical Consultant Business Process Analyst	User department representatives and IT PM for consultation as needed during the development phase
ProjectDox Training Start: Day 20 Duration: 3 Days	Workflow Design and Process Systems Administrator Advanced Administration	PMO Avolve University Trainer	System Administrators
ProjectDox Installation Start: Day 60 Duration: 15 Days	Backup and database migration ProjectDox web server installation ProjectDox job processor installation Database server installation Application server installation Reporting server installation Systems test	PMO Sr. Technical Consultant Project Manager	City is responsible for installation, of Windows servers/components, HD partitioning, SQL server, SSRS, antivirus software; Avolve installs ProjectDox components, creates DB, .NET installation
ProjectDox Training Start: Day 75 Duration: 3 Days	Introduction to ProjectDox Marking up in ProjectDox Approval Process Training	PMO Avolve University Trainer	Users – Plan Reviewers IT PM
Integration and Optimization Start: Day 75 Duration: 6 Days	LDAP Integration – configure and test Permit integration – configure and test GIStream integration – install configure and test	PMO Sr. Technical Consultant Project Manager	IT project team
Deployment Start: Day 90 Duration: 10 Days	User acceptance testing Final workflow optimization Soft launch Full deployment Milestone sign off	PMO Project Manager Business Process Analyst Sr. Technical Consultant VP Professional Services	User representatives for UAT IT PM and staff Applicant beta test City executive sign off

2.3 Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.

Project plans are put into place detailing resource needs. Resources are scheduled through the Project Management Offices and are balanced across all projects based on skill level and project needs.

2.4 Describe any communication strategies and best practices that would be employed as part of the solution implementation.

Project Communications plan is put into place at the kick off the project. A weekly status meeting is scheduled with all stakeholders and planning meetings are scheduled per the project plan.

3. Testing

3.1 Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.

Unit testing is employed at each phase of the project. Checklists are used to step through the unit testing and performed by the implementation team as well as the customer where appropriate. Optimization periods are scheduled in the project plan to make any modifications or fixes found necessary after testing.

3.2 Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.

We have provided sample test plans outlining our testing process in Attachment 12 of this proposal.

3.3 Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user acceptance testing. Specify proposed demarcation of responsibilities between the City and the Vendor.

User Acceptance Testing is performed at the conclusion of the installation and the Solution Design Document is used as a use case reference point for the testing. The Vendor implementation team will conduct the initial testing as the solution design is being implemented. After the solution is implemented, the customer will then perform User Acceptance Testing and identify any discrepancies or deficiencies between the implemented solution and the Solution Design Document. Vendor and City will analyze documented deficiencies and discrepancies. Any deficiency and/or discrepancies deemed outside the scope of the solution design document will be run through the change control procedure as outlined in the project plan.

4. Implementation

4.1 Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the City and the Vendor.

The product implementation plan is covered previously in Figure 1 and includes these requested details.

4.2 Describe the qualification and experience of personnel that may be deployed to the City's site.

Avolve Software invented ePlan review. From the first installation of ProjectDox in 2005 to the present, we continue to lead the industry. We are shaping the industry now and for the future by our service on Boards such as the ICC and FiaTech, along with many others.

The Avolve staff who will be deployed to the City for this project offer you unmatched experience and expertise gained from more than 100 installations of ProjectDox since 2005. The full qualifications of our implementation team have been outlined previously in Section E – Personnel.

4.3 Describe the specific On-Site implementation services that are offered. The City's preference is that these services are offered from local or regionally based locations.

The majority of the implementation tasks can be performed remotely. On site visits will be limited to Discovery sessions, training instruction, and planned on site visits for the purposes of managing the project. Vendor staff is located in various cities throughout the United States the appropriate personnel will be matched to the project based on skill set and availability.

4.4 Describe how the "go-live" will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities. Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of responsibilities between the City and the Vendor. The Plan should explicitly include those activities necessary to prepare City personnel for post-implementation roles.

A soft roll out will be scheduled into the project plan. Vendor and the City will select a few of the City's customers to participate in the soft roll out. During the soft roll out, processes will run in parallel with the current City's processes as well in the Vendors solution. The soft roll out will allow the City's personnel to acclimate to the system before go live. The soft roll out will take place after training sessions have concluded.

4.5 Describe past "go-lives" that were completed successfully including any pertinent lessons learned and best practices.

The City of Phoenix AZ implementation was recently delivered under budget and ahead of schedule. Although this customer had thoroughly documented their business processes, they quickly realized that our documented workflows derived from over 100 building department projects best fit what they wanted to achieve, saving the extensive time that custom coding would have required.

The City of Chicago IL implementation was also recently delivered on a fast-track schedule. The customer initiated an initial pilot study of a basic workflow, which allowed them to better assess what they wanted in their final solution. Another lesson learned by this customer was that dedicating resources to system and database administration up front would have improved efficiency in maintaining the system following go-live.

The City of Albany NY recently achieved their go-live on time and budget due to building a very powerful server and moving quickly with a small, well-coordinated business and IT team.

Washington DC was an early adopter of ProjectDox technology but experienced some valuable lessons learned related to community adoption of the new system. A group of stakeholders in the plan submission and review process who provided delivery and submission of plans as a service to other entities were not included in the education process on the new system and therefore resisted adoption initially. This experience prompted the customer to revisit their approach to community outreach and education and improve their program to gain community acceptance.

The City of Hillsboro OR achieved a high level of success with their ProjectDox implementation. This customer views their Permitting and Plan Review departments as customer service units that strive to attract economic development in their community. Hillsboro focused on making processes easier and more timely and efficient, as well as dedicating a high level of internal education, promotion, and training on the new system.

5. Training and System Documentation

5.1 Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the City and the Vendor.

The Vendor offers instructor lead courses ranging from introduction level to advanced system administration courses. The vendor also offers customized training tailored to the City's specific implementation. Community outreach courses are also offered to assist the City's customers in adapting the new system. Vendor will provide training material content and training. City is expected to provide content reproduction and training facilities as outlined in the specific training course requirements.

5.2 Describe what kinds of training materials will be provided and how these can be modified for use by City staff to conduct user training. Provide sample of most recent training materials.

As stated in the previous item, Avolve has developed a rich and robust training program, Avolve University, which provides user and administrator courses, along with community outreach courses to aid in citizen adoption. A full copy of the Avolve University Course Catalog is attached to this proposal in Attachment 11, and includes detailed descriptions of individual course content.

5.3 Describe the process that will be used to keep users up to speed on new features and system upgrades.

The City will be assigned an Account Manager who will communicate regularly with the City on new features and upgrades. ProjectDox also has an active user group, PDUG (ProjectDox User Group) which offers opportunities to connect with other users to share ideas and best practices, including an annual national user conference held in the Fall.

5.4 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

System administration documentation is provided and updated for each new software release. Supporting documentation is produced and distributed as necessary and the Vendors Support Portal offers a knowledge Base library which is continually being updated.

6. Support and Ongoing Service

6.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.

The solution offered employs public and internal facing web servers, back end processing and storage servers, and a database server. It is recommended the City have appropriate Network administrators, Database administrators, and network security personal to maintain this environment. The vendor will proved support for its software solution including troubleshooting, maintenance, and upgrades. It is the city's responsibility to maintain the physical environment including operating systems, routers, switches, and firewalls.

6.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to City resources shall only be

permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.

We have included our Standard Support and Service Level Agreement in Attachment XX of this proposal, which outlines these requirements in detail. Generally, customers are provided access to an online case management system to handle support. Between Avolve's Support Team and our Account Customer Service representatives, customers are kept apprised of critical updates and changes or updates to the support process. Please see our attached Standard Support and Service Level Agreement in Attachment 15 for complete details.

6.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.

All support and implementation servers are provided by full time employees.

6.4 Describe any planned releases and roadmaps associated with expanding or improving the system in the future.

Avolve Software typically schedules one major and two minor releases of ProjectDox per year. Product releases are comprised of feature and performance enhancements and bug fixes. Input from our current install base of customers plays a major role in prioritizing our release content. Avolve product management also takes into consideration new technology (mobile tablets and 3d model support for example) and business processes in directing our industry leading solutions. GIS, digital document signing and document retention management continue to be driving forces in our product design.

I. Local Business Presence:

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offer or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

Avolve Software is headquartered in Scottsdale, AZ and does not have a physical address within the City of Austin limits. The entire project will be administered by Avolve Software, from our headquarters in Arizona.

J. Proposal Acceptance Period:

All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Avolve acknowledges this timeframe and has structured our response accordingly.

K. Proprietary Information:

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

All information provided by Avolve Software in this proposal is approved by Avolve for public disclosure; and no parts herein represent information that is deemed by Avolve to be proprietary.

L. Authorized Negotiator:

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Ron Loback
4835 East Cactus Road, Suite 420
Scottsdale, AZ 85254
602.903.3111

M. Cost Proposal:

Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price for the initial purchase and implementation will be retained until submission and acceptance of all work products.

Avolve Software's cost proposal is illustrated below, and is followed by the completed Attachment A: Cost Proposal, as requested by the City

PURCHASER INFORMATION

Stacey Wuest
1124 S IH 35
Austin, TX
78704

Project Manager
stacey.wuest@austintexas.gov

Date of Quotation: 2/28/2014

City of Austin, TX
(512) 974-2584

Quotation Valid Until: 6/30/2014

PRODUCTS

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price
Archival Connector Integration from ProjectDox to Archiving System	SOFT-ARCHCON	1	$6,320.00	Each	$6,320.00
GIStream Integration from ProjectDox to Esri GIS System	SOFT-GIS	1	$44,000.00	Each	$44,000.00
Business Process Workflows (Four) One Phase 1 and Three for Phase 2	SOFT-PTA	4	$14,199.20	Each	$56,796.80
Permit Connectors Two Way Integration from ProjectDox to AMANDA permitting system	SOFT-PCON	1	$16,720.00	Each	$16,720.00
ProjectDox License -Unlimited User -Load Balanced -Test Server *copy of Solibri model checker also included at no charge	SOFT-PDOX	1	$177,486..40	Each	$177,486.40

Products Sub-Total: **$301,323.20**

MAINTENANCE (FIRST YEAR INCLUDED)

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price

GIStream - Maintenance	MAINT-GIS	1	$9760.00	Each	$9,760.00
Workflow Processes - Maintenance	MAINT-PTA	4	$3839.84	Each	$15,359.36
Permit Connector - Maintenance	MAINT-PCON	1	$3,344.00	Each	$3,344.00
ProjectDox - Maintenance	MAINT-PDOX	1	$35,497.28	Each	$35,197.28
Archival Connector - Maintenance	MAINT-ARCHCON	1	$1,264.00	Each	$1,264.00

Maintenance Sub-Total: **$64,924.64**

TRAINING

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price
Introduction Implementation Training Package (3 Classes per Phase) -1 Introduction to ProjectDox Course -1 Mark Ups -1 Project Administrator Course -1 System Adminsitrator Course -1 Approval Process Training Internal Users -1 Approval Process Training Admin/Coordinators *Max Students Per Class, 12	AU-PKG1	6	$15,400.00	Each	$92,400.00
Applicant Community Outreach	AU-OUT	1	$4,000.00	Each	FREE
Applicant Pilot Kickoff Training	AU-PILOT	1	$7,000.00	Each	FREE

Training Sub-Total: **$92,400.00**

PROFESSIONAL SERVICES

Product Name	SKU	Qty	Unit Price	Unit Type	Total Price
ProService Hourly Rate	PS-225	1,120	$180.00	Each	$201,600.00

Professional Services Sub-Total: **$201,600.00**

Price Includes First year of Maintenance and Support ***Grand Total: (REFLECTS ACROSS THE BOARD DISCOUNT)***	***$595,323.20***
****Additional Years of Maintenance are $64,924.64***	

HOSTED AND OTHER PRICING OPTIONS

1) HOSTING ONLY (SOFTWARE PURCHASED, SERVICES AS DELIVERED) $14,274.00 PER MONTH

2) FINANCE OPTIONS

    a. PURCHASE, FIVE YEAR, SOFTWARE, SERVICES AND SUPPORT, FIVE YEAR TERM, TWO PAYMENTS PER YEAR AT $91,465.57 EACH

    b. PURCHASE AND HOSTING, FIVE YEAR, SOFTWARE, SERVICES, SUPPORT INCLUDED, FIVE YEAR TERM, TWO PAYMENTS PER YEAR AT $154,722.70 EACH

Specific Terms and Conditions:

To be invoiced upon customer signature. Payment is due 30 days from date of invoice. 1.5% service charge per month will be applied after 30 days of invoice date (18% per annum). **Travel and Expenses are not included in this total.**

Notes:

EFT Remittance:
Avolve Software / Compass Bank
Routing #: 122105744
Account #: 2519753300

NAME:_____

TITLE:_____

SIGNATURE: _____

DATE:_____

By signing this Order Form customer acknowledge and agrees to, if purchasing (a) licenses and/or support and maintenance, Avolve's Software License and Support Agreement General Terms and Conditions and Avolve's Maintenance and Support Level Agreement; (b) professional services, Avolve's Professional Services Agreement; and (c) training services, the Avolve University Training Terms and Conditions; and (d) hosting services, Avolve's Hosting Service Level Agreement. Customer acknowledges that it has been provided reasonable access to the applicable documents listed herein online at www.avolvesoftware.com and knowingly consents to the same. Resellers acknowledge that they will have end users formally acknowledge and be bound by all applicable Avolve Terms and Conditions as described above.

ATTACHMENT A: COST PROPOSAL

The City anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the City's stated objectives. The City reserves the right to award in our best interest including options such as the software without services etc.

Software and Maintenance Costs

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software	301,323.20	Only if financed	Only if financed	Only if financed	Only if financed
Licensing	n/a	n/a	n/a	n/a	n/a
Hosting Fees (if Vendor hosted)	$171,288.00 Option	$171,288.00 Option	$171.288.00 Option	$171.288.00 Option	$171,288.00 Option
Annual Maintenance and Support	Normally charged; Included here at no additional charge	$64,924.64	$64,924.64	$64,924.64	$64,924.64
Other Costs if Required*	Please refer to the ProjectDox Implementation Guide for a full listing of standard, third-party components required to support ProjectDox. Those components include Windows servers, data storage devices, SSL certificate, and anti-virus software, among others.				
Per Year Total	$301,323.20	$64,924.64	$64,924.64	$64,924.64	$64,924.64

*Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software referenced in the response to Requirements.
*Third party licensing required is listed in implementation guide, not sold by Avolve Software, also any hardware needed if not hosted is also listed in guide, not sold or provided by Avolve Software
*Additional pricing options are listed in detailed proposal, which is included in response, includes hosting and finance options

Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation for both phases.

Description	Phase One Cost	Phase Two Cost
Implementation Services	$80,640.00	$120,960.00
Training	$46,200.00	$46,200.00

System Integrations	Included in above costs	Included in above costs
Other Costs if Required		
Total Cost	$126,840.00	$167,160.00

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)	$200.00	$210.00	$215.00	$225.00

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items is for informational purposes and will not be considered as part of the cost evaluation of the proposal.

Esri GIS Integration is included in above software costs, listed as optional line item on detailed proposal which is attached.

Two additional training courses, not explicitly requested by the City, are included at no additional charge. These are applicant training and citizen outreach sessions. Avolve's extensive experience in developing and putting ePlan Review systems in production convince us that end user / applicant assimilation is essential to full project success. For that reason, we include these sessions at no additional charge and urge the City to consider using Avolve resources to conduct them.

Also, optional and included at no cost is a license of Solibri, a 3D model checker. As a member of forward-looking standards bodies, including FIATECH, Avolve is convinced that Building Information Management and 3D modeling are fast approaching realities. Some of Avolve's customers are beginning to adapt their technology infrastructures and business processes to prepare for a 3D modeling environment. Solibri gives the City an opportunity to gain hands-on experience with 3D model checking as it adapts to this new development.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work.

Matrix of Exceptions	
RFP Requirement	**Exception**
RFP Functional Requirement 4.5 which states: "Recovery Plan: The Vendor should provide (and maintain, if Vendor hosted) a recovery test plan and recovery test procedures that result in a full recovery of the system and data following full and partial system failures."	For its Hosted Option to the City, Avolve has not provided a recovery test plan or procedures.
Explanation/Alternative: Should the City determine the hosted option is in its best interest, Avolve will provide the recovery test plan and test procedures upon the City's request. That plan will meet the City's requirement and will be provided prior to beginning any implementation work for the hosted system.	

Section 0815: Living Wages and Benefits Contractor Certification

Company Name Avolve Software Corp

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour

Employee Name	Employee Job Title
Bill Miceli	Executive Sponsor
April Stewart	Project Management Director
Doug Viste	Project Manager
Steve Alexander	Senior Implementation Technician
Rafael Santana	Implementation Technician
Nicole Thorne	Educational & Promotional Specialist

USE ADDITIONAL PAGES AS NECESSARY

(2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, IF APPLICABLE.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Avolve is not a local firm and we have no local subcontractors.					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name Avolve Software Corp

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer: non-resident Bidder

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer: No Which State:

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer:

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER:

PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.**

Yes_____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Avolve Software Corp
Company Name

Ron Loback, CEO
Name and Title of Authorized Representative (Print or Type)

_____ 3/27/14
Signature **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER:	SMW0120
PROJECT NAME:	Electronic Plan Review Software Solution

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Avolve Software Corp		
Address	4835 East Cactus Road Suite 420		
City, State Zip	Scottsdale, AZ 85254		
Phone	919.460.1354	Fax Number	602.923.3544
Name of Contact Person	Cindy Bernstein		
Is company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Ron Loback, CEO
Name and Title of Authorized Representative (Print or Type)

Signature 3/27/14 **Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract**.** **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____**Date** _____ **Director/Deputy Director**_____**Date**_____

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: **SMW0120**
ADDENDUM NO. **1**
DATE OF ADDENDUM: **FEBRUARY 27 , 2014**

This addendum is to incorporate the following changes to the solicitation:

A. The sign in sheet from the Pre-Proposal meeting is attached and added as Exhibit 1.

B. Section 0600 has been updated to correct an error in part 4 (B) (2) Functional Requirements. The numbering has been corrected and the description has been corrected to read:

(3) **Functional Requirements Proposed (As per section G above) – 30 points**
- Responses to Functional Requirements included in section 0500,Scope of Work part 5

A new section 0600 showing this change is included as Exhibit 2 and the solicitation package on-line now has the corrected version.

C. Questions and Answers:

1 If a company subcontracts the hosting portion to a local Austin facility would that count towards the local presence score?

RESPONSE: Yes, as long as a subcontractor meets all the requirements for local presence, points would be awarded as per the instructions based on the dollar percentage amount of the subcontracting. Please note that if you are subcontracting any portion of this work you must contact SMBR as per section 0900 as described in the Offer Sheet and which was provided at the pre-proposal meeting. A copy of this form is included here as Exhibit 3.

2 In regards to expectations surrounding performance tuning and management. Are these the same if on site as well as hosted? If on site, are these for the first 90 days or for how long?

RESPONSE: Performance tuning and management is not expected if the proposed solution is vendor hosted. However, we would expect the vendor to include details in their response that specifies expected performance levels and how those levels are monitored and measured. If City hosted, performance tuning and management would be expected during the first 90 days after fully functional go-live for both phases.

3 In regards to training, will the City be doing a "train the trainer" approach? How many people will the Vendor be expected to train?

RESPONSE: During each project phase, 10-20 "power users" from each department should receive the first and most comprehensive training. In addition, all review staff should receive an overview/introductory training session. We anticipate no more than 3 introduction sessions per project phase, with approximately 20-35 attendees per session.

4 The RFP states that vendor will be required to adhere to the City's retention policy surrounding documents. Can you please share that policy?

RESPONSE: Once a project/case is complete, documents should be stored in a permanent repository (such as EDIMS), and the "working" files could be purged from the EPR system.

5 In the Hosted offering , does the City expect a perpetual or a subscription license? Should vendor include pricing both options?

RESPONSE: Vendors should provide pricing for both options.

6 The RFP mentions integration to the banking/pay system. Is this a requirement, or is it just that payment of fees should be validated by the eplan system?

RESPONSE: Refer to Functional Requirements 5.5, 5.6, 5.7, and 5.8 (all out of scope). The City is currently implementing AMANDA Portal II with integration to payment processor (Chase) for credit card payments. Fees are calculated and tracked within AMANDA.

7 Did the City of Austin create its own RFP for this project or were the services of an outside consultant procured?

RESPONSE: The City of Austin created the RFP.

8 Has the City designated funding for this project in the current year's budget?

RESPONSE: Yes

9 What is the budget for this project?

RESPONSE: We anticipate the budget for this project to be between $400,000 - $600,000 including any necessary hardware however this amount is subject to change.

10 In 2006 CSDC began implementing AMANDA across several departments in the City of Austin. In 2008 CSDC (AMANDA) awarded Austin, Texas with its innovations award for using Amanda. In 2011 Austin entered into a contract with CSDC to assess implementations agency-wide. In 2013 Austin implemented AMANDA JEMS for the court system. Currently, Austin is implementing AMANDA's Portal II. Has the City of Austin investigated the use of AMANDA's Electronic Plan Review solution?

RESPONSE: Yes

11 Has the City of Austin received any onsite or Internet demos or presentations of any other Electronic Plan Review systems? Has the City of Austin conducted a pilot or proof-of-concept of any other electronic plan review solution?

RESPONSE: Yes, the City has investigated solutions in use by other cities as well as researched options available through existing contracts. The City has conducted a small scale pilot with desktop markup only; a full solution has not been piloted.

12 In the RFP, Austin defines some features as out-of-scope. (Section 5.23 and 5.24 for example) Will City of Austin award additional points to a vendor who can provide the out-of-scope solutions defined in the RFP?

RESPONSE: No additional points are specifically awarded based on out-of-scope requirements. We included our entire process to provide vendors with a complete operational context and purposely left it open for potential innovative solutions. Points are awarded based on a solution that best satisfies our functional needs as per the evaluation criteria included in section 0600.

13 The RFP says the EPRS "must" be implemented in two phases. Why does Austin ask for a phased approach?

RESPONSE: The City prefers a phased approach in order to manage the scale and rate of change. Each phase impacts multiple business units.

14 Will the city accept IBM BUS for integration?

RESPONSE: The City can make its IBM BUS available for integration as needed for the awarded solution.

15 Is the city comfortable with an Agile project plan?

RESPONSE: Yes.

16 During the acceptance phase, who sets the benchmark, the city or the vendor?

RESPONSE: Vendors should propose service levels to be tested and accepted as part of the solution.

17 Does the city have any scheduled software upgrades or maintenance for the current software?

RESPONSE: The City is in the planning stages of migrating existing users to AMANDA v6 (browser based client).

18 Is concurrency a requirement for the project?

RESPONSE: Reviewers should be able to simultaneously conduct markups on the same file, as dictated by workflow business rules.

19 Will plan checkers have or need a tab to upload documents?

RESPONSE: If the application has the ability to manage document uploads, then it should be noted in the response.

20 What specifically in document management does the city need/want?

RESPONSE: Version, access, and location control for working files.

21 In section 5.1.6, is the plan to work with CAD files in their native format?

RESPONSE: CAD and PDF are provided only as examples of industry standards. The City does not plan to use a CAD application to manipulate and markup the files. However, we do require submission of CAD files for site and subdivision plans in order to import elements into GIS.

22 Is there a local ordinance or laws in relation to sealed documents?

RESPONSE: Per Texas State Board of Engineering requirements, submittals must include a seal, physical signature and date on each plan sheet. The seal/signature/date can be a scanned image.

23 Is there a need for reassignment or to load multiple views of the documents?

RESPONSE: The EPR system should have the capability to manage the working files. Vendors should describe how or if their solution provides for a seamless view of a plan feature or element that may span several pages.

24 How will the city review, can they be viewed remotely or is in person the requirement?

RESPONSE: A majority of Reviewers are City staff that conduct reviews in the office. Some Reviewers may also make site visits. Some plans may also be reviewed by Travis County and other agencies.

25 Would the city consider allowing the go live to be done electronically or remotely by the vendor?

RESPONSE: Yes, although onsite technical support is preferred.

26 Is there any extra consideration or weight given to responses for the commercial developer section versus residential developer section in the RFP evaluations?

RESPONSE: No. The proposed and selected solution should accommodate all plan review business areas.

27 Has the city purchased any other markup tools for the plan review process?

RESPONSE: The City has conducted a small pilot with markups using Bluebeam for the sole purpose of fully defining the desired scope of the RFP.

28 Is there a target go live date for the new software?

RESPONSE: No

29 Is three months considered too aggressive for a potential go live date?

RESPONSE: There is a high amount of interest in implementing a solution in a timely manner. However, proposed schedules will need to be reviewed for impact and availability of resources before a three month target could be confirmed.

30 What is the anticipated number of users that will use markup?

RESPONSE: Approximately 200 markup users for Phase 1 and Phase 2.

31 What are the acceptable file formats for submittal packages on the portal for E-plan review?

RESPONSE: A standard has not been established.

32 Section 1.1 – What is meant by EPRS would manage version control or as an integrated component of EDIMS? What is your preference as the interface will need to be created with Open text if that is your preference?

RESPONSE: Vendors should recommend the solution they feel best meets the functional specifications provided. An anticipated viable solution for Phase 1 and Phase 2 is that "working" documents are managed (with version control) within EPRS and documents are stored in EDIMS for record retention and retrieval by the case management system.

33 Section 2.2 – Business goal is to reduce the use for ARC GIS maps in favor of web maps, is this in scope for this RFP?

RESPONSE: Section 2.2 is provided for context only and does not define scope for the project.

34 Section 5.13 – Is integration with EDIMS out of scope for this RFP?

RESPONSE: No, it is not out of scope.

35 How many concurrent reviewers, people that actually mark up drawings, will Austin have at the end of 2014, 2015, and 2016 respectively? This includes onsite, offsite, and contracted resources.

RESPONSE: The City anticipates approximately 200 users with markup capability during Phase 1 and Phase 2 of implementation. However, the City-wide need for this functionality could expand to approximately 400 in 2015 (including 100 external non-City employee users) and 500 in 2016 (including 200 external non-City users). This does not include numbers for potential "read-only" users.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: *Shawn M. Willett*
Shawn M. Willett, Senior Business Process Consultant
Purchasing Office, 512-974-2554

AFFIRMED BY:

Avolve Software Corp . _____ . 3/27/14 .
SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL RESPONSE OR PRIOR TO RESPONSE CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

EXHIBIT 1

EXHIBIT 2

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
REVISED 02/27/2014
SOLICITATION NUMBER: SMW0120

1. **PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability of product (10 pages or less)
- Statement of assumptions made

Proposals should be bound documents with sequentially numbered pages including a table of contents. The proposal itself shall be organized in the following format and informational sequence:

A. **Cover Letter**: On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.

B. **Table of Contents**: Table of contents with all pages sequentially numbered

C. **Business Organization:** Response should include the following:

i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.

ii. Listing of principal officers of the company including name, title, and tenure.

iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?

iv. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.

v. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

vi. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

vii. Has your firm ever failed to complete any work awarded to you? If so, where and why?

viii. Has your firm ever been terminated from a contract? If so, where and why?

D. **Prior Experience & References**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000. Supply the project title, year, project description including details and size to qualify as

applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.

Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- System description (hardware and software configuration, version number of software and network configuration)
- Date of system installations

E. **Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

F. **Technical Requirements:**

As per Section 0500, Part 4.0, each table provides a description of the desired vendor response.

Responses for each technical requirement should include:

- Reference to the requirement number or ID
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices
- Documentation or evidence as requested in the required response

G. **Functional Requirements:**

As per Section 0500, Part 5.0, each table provides a description of the desired vendor response. The vendor should feel free if applicable to address any tooling detail relevant to their offerings even if we determined it was out of scope.

Responses for each functional requirement should include:

- Reference to the requirement number
- Indication of how/if the requirement or associated feature shall be met: base (out of the box) functionality, configuration, 3rd party solution, customization, or not available. Unless otherwise specified, each response will be considered classified as base functionality.
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices

H. Supplemental Submittal Requirements:

1. General

1.1 Provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.

1.2 Provide descriptions of the Vendor's senior management team that detail their background and industry experience.

1.3 Describe how the system protects data from security breaches. Include any applicable descriptions of insurance, roles/responsibilities, policies and remediation procedures pertaining to data breach and fraud.

1.4 Provide evidence of experience with projects of similar size, scope, and complexity.

1.5 Describe any special knowledge, facilities or personnel relevant to this RFP.

1.6 Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

2. Project Management

2.1 Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.

2.2 Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the City and the Vendor.

2.3 Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.

2.4 Describe any communication strategies and best practices that would be employed as part of the solution implementation.

3. Testing

3.1 Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.

3.2 Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.

3.3 Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user

acceptance testing. Specify proposed demarcation of responsibilities between the City and the Vendor.

4. Implementation

4.1 Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the City and the Vendor.

4.2 Describe the qualification and experience of personnel that may be deployed to the City's site.

4.3 Describe the specific On-Site implementation services that are offered. The City's preference is that these services are offered from local or regionally based locations.

4.4 Describe how the "go-live" will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities. Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of responsibilities between the City and the Vendor. The Plan should explicitly include those activities necessary to prepare City personnel for post-implementation roles.

4.5 Describe past "go-lives" that were completed successfully including any pertinent lessons learned and best practices.

5. Training and System Documentation

5.1 Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the City and the Vendor.

5.2 Describe what kinds of training materials will be provided and how these can be modified for use by City staff to conduct user training. Provide sample of most recent training materials.

5.3 Describe the process that will be used to keep users up to speed on new features and system upgrades.

5.4 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

6. Support and Ongoing Service

6.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.

6.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to City resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.

6.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.

6.4 Describe any planned releases and roadmaps associated with expanding or improving the system in the future.

H. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

I. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

J. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

K. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

L. **Cost Proposal**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price for the initial purchase and implementation will be retained until submission and acceptance of all work products.

Proposer must submit the completed cost proposal spreadsheet provided in Attachment A. Proposer must provide all costs (with 4 year forecast) associated with this project such as:

- Hardware
- Software
- Third party software (if applicable)
- Implementation
- Interface/Integration
- Documentation
- Project Management Services
- Annual Maintenance & Support (for four years following final acceptance and the warranty period)

- Others (if applicable)

Along with the cost proposal, provide a proposed payment schedule with deliverables and acceptance criteria for each.

i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. **EXCEPTIONS**:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work.

3. **PROPOSAL PREPARATION COSTS**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. 100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Total Cost of Proposal	20

Evaluation Factor No.	Title	Maximum Point Value
2	Technical Requirements	20
3	Functional Requirements	30
4	Supplemental Submittal Requirements	20
5	Local Business Presence	10
6	Financial Viability/Stability	PASS/FAIL

(1) **Total Cost Proposed – 20 points**

- Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis

(2) **Technical Requirements Proposed (As per Section F above)- 20 points**

- Responses to Technical Requirements included in section 0500, Scope of Work part 4

(3) **Functional Requirements Proposed (As per section G above) – 30 points**

- Responses to Functional Requirements included in section 0500,Scope of Work part 5

(4) **Supplemental Requirements Proposed (As per Section H above) – 20 points**

- General
- Project Management
- Testing
- Implementation
- Training and System Documentation
- Support and Ongoing Services

(5) **Local Business Presence – 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

(6) **Financial Viability/Stability – Pass/Fail**

ii. Interviews/Demonstrations, Optional. Interviews or Demonstrations may be conducted at the discretion of the City. Maximum 20 points

EXHIBIT 3

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER:

PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes_____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

_____
Company Name

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER:

PROJECT NAME:

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature **Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract**. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____Date _____ Director/Deputy Director_____Date_____

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: **SMW0120**
ADDENDUM NO. **2**
DATE OF ADDENDUM: **MARCH 11, 2014**

This addendum is to incorporate the following changes to the solicitation:

A. The Proposal due date and time are hereby changed to the following:

PROPOSAL DUE PRIOR TO: 3:00 PM on March 27, 2014

PROPOSAL CLOSING TIME AND DATE: 3:00 PM on March 27, 2014

B. The phone number for the authorized contact person for this solicitation, Shawn Willett has changed and is now (512) 974-2274. All other contact information remains unchanged. The complete contact information is:

Ms. Shawn M. Willett
Shawn.Willett@austintexas.gov
Fax (512) 974-2388
Phone (512) 974-2274

C. Questions and Answers:

1 Regarding Section 5.1 – Are you going to have a piece of the AMANDA system exposed outside for someone to log in and submit documents?

RESPONSE: Please refer to 2.2 Web Portal - "The City is currently upgrading to AMANDA Portal II and is planning to expand functionality online, including the ability to apply for permits and pay for services via credit card." The ability for external users to login and submit documents as attachments exists today via AMANDA Portal I.

2 For the items marked out of scope, why are they marked required? Is this something you are looking to expand later on in the future?

RESPONSE: Assuming the question refers to section 5.0, refer to the "Required Response" for each function: Some functions require a response (in scope), some are provided for context only (out of scope), and some are provided for context, but vendors may respond if relevant to the proposed solution (out of scope). The entire collection of specifications in section 5.0 represent a technology

agnostic desired "future state" for the business department. Some out-of-scope functionality is already met through the existing case management system platform (AMANDA).

3 What services or other APIs does AMANDA offer?

RESPONSE: AMANDA supports SOAP based web services which are end-to-end secured with encryption using the WS-Security standards hence client application needs to implement similar setup for consuming the web services. AMANDA exposes two web services:

- Security service exposes various methods for back office and public portal authentication, as well as session validation which need to be used for the transactional web services.
- Web-Service exposes several methods to do transactions in AMANDA. The services are used for retrieving data from the AMANDA system, adding records in to AMANDA system, finding any particular type of information in the AMANDA system, and modifying existing records in AMANDA system. Session information must be passed in the SOAP header.

4 Can you explain how you are expecting to receive documents for review? Will they be coming through the AMANDA system or a web based portal based on the vendor you choose?

RESPONSE: Vendors should recommend the solution they feel best meets the functional specifications provided.

5 Is there a requirement to provide for real time concurrent plan review and if so can you better define concurrency? For example: editing the same plan sheet from the same plan set at the same time by two different reviewers or two reviewers working on the same plan set but not reviewing the same sheet at the same time.

RESPONSE: Reviewers must be able to simultaneously (concurrently) conduct markups on the same project, file and/or plan sheet; however, these concurrent reviews must be constrained based on workflow business rules configured as part of the group review queue. Ideally, Reviewers could also see other concurrent Reviewer markups in real-time.

6 Do plan checkers need to have the ability to review multiple plan sets (unrelated projects) at the same time?

RESPONSE: Reviewers often need to view and compare projects. For example, we may need to compare the preliminary plan against the final plat against the construction plans, or adjacent concurrent site plans.

7 Do any of the CoA permit reviewers have standard comments, checklist libraries or correction forms that can be made available to RFP respondents?

RESPONSE: Please see Exhibit 4 attached here which is a sample of a publicly available Master Report that includes comments from many disciplines, some of which are standard comments from a library.

8 Can CoA provide a prototype plan set that can be used to demonstrate functionality and features?

RESPONSE: If the City elects to bring the top scoring Vendors in to conduct demonstrations, those vendors would be provided the same prototype plan set at that time.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #2 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett .
Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

AFFIRMED BY:

Avolve Software Corp . . 3/27/14 .
SUPPLIER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL RESPONSE OR PRIOR TO RESPONSE CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: **SMW0120**
ADDENDUM NO. **3**
DATE OF ADDENDUM: **MARCH 13, 2014**

This addendum is to incorporate the following changes to the solicitation:

A. The Exhibit 4 referenced in Addenda 2 is attached here which is a sample of a publicly available Master Report that includes comments from many disciplines, some of which are standard comments from a library.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #3 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: Shawn M. Willett .
Shawn M. Willett, Corporate Contract Compliance Manager
Purchasing Office, 512-974-2274

AFFIRMED BY:

Avolve Software Corp .	.	3/27/14 .
SUPPLIER	AUTHORIZED SIGNATURE	DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL RESPONSE OR PRIOR TO RESPONSE CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

EXHIBIT 4

CITY OF AUSTIN – PLANNING AND DEVELOPMENT REVIEW DEPARTMENT
SITE PLAN APPLICATION – MASTER COMMENT REPORT

CASE NUMBER: **SP-2013-0422C**
REVISION #: **00** UPDATE: **U0**
CASE MANAGER: **Donna Galati** PHONE #: **512-974-2733**

PROJECT NAME: **Westgate & Davis Lane**
LOCATION: **3015 DAVIS LN**

SUBMITTAL DATE: **November 27, 2013**
REPORT DUE DATE: **December 26, 2013**
FINAL REPORT DATE: **December 30, 2013**
4 DAYS HAVE BEEN ADDED TO THE UPDATE DEADLINE

STAFF REPORT:
This report includes all staff comments received to date concerning your most recent site plan submittal. The comments may include requirements, recommendations, or information. The requirements in this report must be addressed by an updated site plan submittal.

The site plan will be approved when all requirements from each review discipline have been addressed. However, until this happens, your site plan is considered disapproved. Additional comments may be generated as a result of information or design changes provided in your update.

If you have any questions, problems, concerns, or if you require additional information about this report, please do not hesitate to contact your case manager at the phone number listed above or by writing to the City of Austin, Planning and Development Review Department, P.O. Box 1088, Austin, Texas 78704.

UPDATE DEADLINE (LDC 25-5-113):
It is the responsibility of the applicant or his/her agent to update this site plan application. **The final update to clear all comments must be submitted by the update deadline, which is May 8, 2014.** Otherwise, the application will automatically be denied. If this date falls on a weekend or City of Austin holiday, the next City of Austin workday will be the deadline.

EXTENSION OF UPDATE DEADLINE (LDC 25-1-88):
You may request an extension to the update deadline by submitting a written justification to your case manager on or before the update deadline. Extensions may be granted for good cause at the Director's discretion.

UPDATE SUBMITTALS:
A formal update submittal is required. You must make an appointment with the Intake Staff (974-2689) to submit the update. Please bring a copy of this report with you upon submittal to Intake.

Please submit 9 copies of the plans and 10 copies of a letter that address each comment for distribution to the following reviewers. Clearly label information or packets with the reviewer's name that are intended for specific reviewers. **No distribution is required for the Planner 1 and only the letter is required for Austin Water Utility.**

REVIEWERS:
Planner 1 : Elsa Garza
Electric : David Lambert
Drainage Construction : Jay Baker
Heritage Tree Review : Keith Mars
Environmental : James Dymkowski
Fire For Site Plan : James Reeves
PARD / Planning & Design : Marilyn Shashoua
Parklands : Regina Ramos
Site Plan : Donna Galati
Transportation : Caleb Gutshall
Water Quality : Jay Baker
Austin Water Utility : Neil Kepple

Site Plan Review - Donna Galati - 512-974-2733

SUBCHAPTER E

SP 1. Include the following note on the site plan page: "All exterior lighting will be full cut-off or fully shielded in compliance with Subchapter E 2.5 and will be reviewed during building plan review. Any change or substitution of lamp/light fixtures shall be submitted to the Director for approval in accordance with Section 2.5.2.E." Also include Figure 42 from Section 2.5.

OPEN SPACE

SP 2. Because this site is over 2 acres, and has 10 or more units, compliance with Subchapter E section 2.7: Private Common Open Space and Pedestrian Amenities is required.

SP 3. All development subject to Section 2.7 of Subchapter E shall devote a minimum of 5% gross site area to one or more of the following types of private common open space or pedestrian amenities:

1) Natural, undeveloped private common open space, for use of residents, employees, and visitors 2) Landscape area beyond minimum landscape requirements, meeting specified standards , 3) A plaza with outdoor seating areas, provided it has a minimum depth and width of 20 feet and minimum total area of 650 sq. ft, with pedestrian amenities as described in 2.7., 4) A play area with amenities or equipment suitable for children under 9 years of age, subject to details described in section 2.7; 5) Spaces that provide educational, historic, or cultural features, or sensory experiences as described in 2.7, 6) Swimming pools, wading pools, or splash pads, 7) Water quality and storm detention ponds designed as an amenity and approved by the Director, 8) A multi-use trail proposed in the COA Trails Master Plan, Austin Parks and Rec Long-Range Plan, Sidewalk Master Plan, or Bicycle Plan, 9) Basketball, tennis, volleyball, or other sport courts or play fields, 10) A combination of above

The following not counted for open space/pedestrian amenity:1) Open space in a required street yard, 2) Public/private streets or ROW, 3) Off-street parking, loading, driveway, or service areas, 4) Water quality/stormwater detention ponds ,

SP 4. Area shall meet specified location and design criteria (Subchapter E, 2.7.D). Show the open space area and demonstrate on the site plan how it is an amenity for residents and guests. An area of non-development does not meet the requirement for a *designed* amenity.

ZONING

SP 5. For zoning compliance, show the total impervious cover for the site in square footage as well as percentage.

SP 6. Label the use in the Site Calculation Table as Condominium Residential.

SP 7. Show foundation type of each building on the site plan sheet.

SP 8. Show the height (in stories and feet) of all existing and proposed buildings. The maximum height shall not exceed 35 feet in a SF-6-CO zoning district. Refer to Sec. 25-1-21 (46) for measurement of height. Also show the maximum elevation of the building in feet above sea level.

SP 9. Show the gross floor area of each building and the total square footage of all buildings on the site. Gross floor area is the total enclosed area of all floors in a building with a clear height of more than six feet. Parking facilities, driveways and airspace above the atria ground floor are excluded.

SP 10. Show the floor-to-area ratio (F.A.R.) for the site plan. Floor-area ratio is the gross floor area of all buildings on the site divided by the gross site area.

CONDO NOTES

SP 11. For Condominiums, all buildings must have an address with unit number approved through addressing prior to Site Plan approval and release.

SP 12. A Plan type for each unit must be shown, along with a dimensional plot plan, for each unit.

SP 13. Please add a floor area data table, showing square footage breakdown (1st floor, 2nd floor, garage area, covered porch, patio, etc) for each unit.

SP 14. Show the number of bedrooms per unit.

COMPATIBILITY

SP 15. Show and/or provide landscaping or screening along the South and East property lines in accordance with the Screening Requirements (Section 25-2-1006 and ECM 2.9.1.)

SP 16. For parking facilities of more than 10 spaces in a residential district adjoining or abutting property in another residential district, provide a wall or fence or landscape screen not less than six feet in height along the length of the common boundary of the parking facility which is adequate to screen the residential district from visibility of car lights and vehicular storage and movement [Section 25-6-563(B)].

SP 17. Show on the site plan that yards, fences, vegetative screening or berms shall be provided to screen adjacent SF-5 or more restrictive residential districts from views of off-street parking areas, mechanical equipment, storage areas for refuse collection. [Section 25-2-1066].

SP 18. Show building elevations, indicating architectural elements (i.e., windows, doors, exterior materials, building heights or other design elements) which will demonstrate that the proposed building(s) will be sympathetic to structures on adjoining properties. [Section 25-2-1065(A)].

SP 19. Show site cross sections noting the height in relation to the property lines of the existing and proposed structures. Show the common property lines on the cross sections. (Section 25-2-1063).

SP 20. The scale and clustering of the proposed > structures shall comply with compatibility standards to create a human scale appropriate to SF-5 or more restrictive land uses. (Section 25-2-1065).

ADMINISTRATIVE

SP 21. After March 1, 2014, a new tax certificate will be required showing all taxes paid.

SP 22. Include a contact phone number with the owner on the cover sheet.

SP 23. Water, Fire, and Industrial Waste must sign the cover sheet prior to site plan approval.

SP 24. The site plan name given with the application is Westgate & Davis Lane, but this does not match the name on the cover sheet and in the margin of each sheet (West Gate Homes). These must match. Either change the name on the application, or the name on the site plan pages.

SP 25. Show the address on the site plan and in the margin of each sheet as 3015 Davis Lane, the address approved by the addressing dept.

SP 26. Show the submittal date on the cover sheet as 11/05/13.

SP 27. Have you shown all existing and future dedicated easements, including joint access, drainage, conservation, utility, communication, etc? Indicate volume and page or document number, or dedication by plat. All buildings, fences, landscaping, patios, flatwork and other uses or obstructions of a drainage easement are prohibited, unless expressly permitted by a license agreement approved by the City of Austin authorizing use of the easement.

SP 28. Please indicate the case number in the lower right margin of each sheet as SP-2013-0422C.

SP 29. FLASH DRIVE REQUIREMENT
All applications submitted for completeness check after 5/10/10 for Administrative Site Plan Revision, Consolidated Site Plan, Non-Consolidated Site Plan, CIP Streets and Drainage, Major Drainage/Regional Detention, and Subdivision Construction Plans will require the additional items listed in Exhibit VII of the application packet on a USB flash drive prior to release of permit. The flash drive must be taken directly to the Intake Dept by the applicant after site plan approval. For more information, contact the Intake Staff.

SP 30. If any vertical improvements are planned for the Right-of-Way, such as trees, furniture, or irrigation, a license agreement is required. Please contact Andy Halm with ROW Management Division at 974-7185. Please begin this process as soon as possible, as it can take some time.

SP 31. Provide documentation that parkland fees were paid with the subdivision or contact this reviewer regarding payment of fees of $650/unit. Contact the PARD reviewer for an estimate worksheet and approval; this must be paid through the Fiscal Surety Officer. Add a note showing parkland fees have been paid for <> units.

Water Quality Review - Jay Baker - 512-974-2636

Release of this application does not constitute a verification of all data, information, and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not the application is reviewed for code compliance by city engineers.

ORIGINAL COMMENTS:
FORMAL UPDATE REQUESTED

Please provide a comment response letter with the update addressing each of the following comments. All engineering representations must be signed by the responsible engineer. Additional comments may be issued as additional information is received.

ENGINEERING REPORT

WQ 1. Enhance the report to be more specific about how water quality is to be provided for this site, and how the system will meet the BSZ standards.

IPM

WQ 2. The City of Austin now has an online process for IPM submittals. Please submit online at:

http://www.ci.austin.tx.us/growgreen/ipmapp.cfm

Once the IPM has been submitted online, a IPM restrictive covenant should be recorded to tie the document to the property. Please contact this reviewer for the standard restrictive covenant. If the standard document is used, it does not need to be reviewed by Legal staff. This comment will be cleared when the copy of the recorded restrictive covenant is provided.

LANDFILL

WQ 3. This site may be over landfill. Please provide compliance with § 25-1-83. All commercial and multi-family applications for subdivision, site plan, and building permit on tracts greater than one acre or on tracts one acre or less, but within an abandoned landfill buffer as shown on the City of Austin closed landfill map will be required to provide a:

- City of Austin Certification of Compliance Form,
- Certificate sealed by a Professional Engineer certifying the site is not over a closed landfill and describing the basis for that determination, or;
- Development permit from the TCEQ, or;
- Letter from TCEQ stating that the project is not subject to the requirements of TAC Ch. 330, Subchapter T.

Please go to the following link for more information and the form to complete for the landfill.

http://www.austintexas.gov/department/development-over-closed-landfills

WATER QUALITY PLANS

WQ 4. . Provide stenciled sign for all the storm sewer inlets as required by Section 1.6.9.1A of the Environmental Criteria Manual.

WQ 5. Provide IPM plan as required by Section 1.6.9F of the Environmental Criteria Manual.

WQ 6.. Provide Barton Spring Zone site plan approval block as required by Section 1.2.3.1A7 of the Environmental Criteria Manual.

WQ 7. Post fiscal Security for the water quality control as required by Section 1.2.3.1E of the Environmental Criteria Manual.

WQ 8. Provide a maintenance plan as required by Section 25-8-233B1 of the Land Development Code. The maintenance plan shall contain the following information. This document shall be written in a manner that even non-technical personnel shall be able to understand.

1. A narrative on how overall the water quality facility shall function. This shall include the flow path of the stormwater being processed through each component of the water quality control.
2. A listing of the material, which is likely to need to be replaced (if necessary). On the list, please also provide the necessary information to obtain replacement part for the material on the list. At the time of final acceptance, the maintenance plan must be updated to include the items as shown under Section 1.6.7D4 of the Environmental Criteria Manual.
3. A maintenance schedule for the water quality facility including maintenance schedule of the components of the system.

WQ 9.. Provide the following as required by Section 25-8-233B1 of the land Development Code.

a) An Application for the Operating Permit to Mr. Craig Carson. An Operating Permit number will be assigned to this project. Please place such Operating Permit Number on the Barton Springs Zone sign-off block as required by 1.2.3.1A7 of the Environmental Criteria Manual.
b) Three extra half-size copies of the approved site plan. (Submit at the time of permit issuing with the rest of the required copies).

WQ 10. Change the sequence of construction to resemble format below

Sequence of Construction:

1.Assign an environmental project manager who will be onsite greater than 90% of the time during construction activity and be responsible for the items listed under Section 1.2.3.3 of the Environmental Criteria Manual.
2. Install erosion controls and tree protection per approved plans.
3. The Environmental Project Manager must contact the Watershed Protection Department to schedule and hold pre-construction conference on site.
4. Erosion controls will be revised, if needed to comply with inspectors' directives, and revised construction schedule relative to the water quality plan requirements and the erosion plan.
5. Rough cut all required or necessary ponds. Either the permanent outlet structure or a temporary outlet must be constructed prior to development of any embankment or excavation that leads to ponding conditions. The outlet system must consist of a low-level outlet and an emergency overflow meeting the requirements of the Drainage Criteria Manual (Section 8.3) and/or the Environmental Criteria Manual (Section 1.4.2.K) as required. The outlet system shall be protected from erosion and shall be maintained throughout the course of construction until final restoration is achieved.

6. Temporary control to be inspected and maintained weekly and prior to anticipated rainfall events and after rainfall events, as needed.
7. Environmental Project Manager will schedule a mid-construction conference to coordinate changes in the construction schedule and evaluate effective ness of the erosion control plan after possible construction alterations to the site. Participants shall include the City inspector, Project Engineer, General Contractor and Environmental Project Manager. The anticipated completion date and final construction sequence and inspection schedule will be coordinated with the appropriate City Inspector. A mid construction conference is required for each phase, if phasing is proposed, with the Watershed Protection Department Staff, which will be coordinated based upon completion of buildings, drainage facilities, water quality controls and temporary erosion controls by phase.
8. …(Insert site specific construction items here)
   Last item. Complete and clean out permanent erosion control, filter media will be installed prior to /concurrently with rev-vegetation o site. Re-vegetate disturbed areas including removal of temporary erosion /sedimentation controls and tree protection. Restore any areas disturbed during removal of erosion/sedimentation controls.

WQ 11. Provide education plan as required by Section 1.6.9.2F of the Environmental Criteria Manual. The program must address recycling of batteries, motor oil and proper vehicle maintenance techniques in addition to the implementation of the IPM plan.

WQ 12. Include a water quality pond drainage area in the plan set with impervious cover assumptions for confirmation with the R table.

WQ 13. The flow rate for the pumps should be designed for a draw down tome of 30 hours if this is a single zone system.

WQ 14. Why is the irrigation area not located closer to the pond, to allow for recycling of water if the system has issues?

WQ 15. It is not clear how the splitter is conveying flows to the water quality pond. R table calculations cannot be confirmed until the splitter arrangement is confirmed.

WQ 16. A quick check of the R table calcs indicates that sufficient freeboard is not provided in the water quality pond. Please review and confirm.

WQ 17. Please contact me to schedule a meeting to go over the water quality plan and comments prior to submitting the next update.

Heritage Tree Review - Keith Mars - 512-974-2755

HT1 Indicate heritage trees with an “H” on the tree list.

HT2 Hatch the two heritage trees on the plan sheets.

HT3 Trenching for the irrigation field will impact the critical root zone of tree 83. The detail shows at least 18” of cover for the irrigation line. For critical root zone compliance, no impacts are allowed in the ¼ critical, cut/fill to 4” is allowed in the ½ critical, and 50% of the overall critical must be preserved.

HT4 Please consider replacing Pampass Grass with a non-invasive alternative. Pampass Grass is recognized as a non-native, invasive species.
http://www.texasinvasives.org/plant_database/detail.php?symbol=COSE4

Environmental Review - Jim Dymkowski - 512-974-2707

Please be advised that additional comments may be generated as update information is reviewed. If an update has been rejected, reviewers are not able to clear comments based on phone calls, emails, or meetings, but must receive formal updates in order to confirm positive plan set changes.

EV 1 Submit an environmental assessment performed and documented by a qualified environmental professional as per LDC 25-8-121. Please do not provide Phase 1 environmental assessments as they do not meet the requirements specified in the LDC. If the applicant would like an exemption from the Environmental Assessment requirement, please consult with Scott Hiers at 974-1916 (south of the river). Additional comments may be generated about the project's location over or not over the recharge zone after this has been received by Mr. Hiers.

EV 2 This comment pending confirmation from Environmental Resource Management (ERM) that the Environmental Assessment is accurate and meets the requirements of the ECM and LDC. [LDC 25-8-121 through124, ECM 1.3.0.]

EV 3 Add the following note to the general notes sheet:
"Special Construction Techniques ECM 3.5.4(D)
Prior to excavation within tree driplines or the removal of trees adjacent to other trees that are to remain, make a clean cut between the disturbed and undisturbed root zones with a rock saw or similar equipment to minimize root damage.

In critical root zone areas that cannot be protected during construction with fencing and where heavy vehicular traffic is anticipated, cover those areas with a minimum of 12 inches of organic mulch to minimize soil compaction. In areas with high soil plasticity Geotextile fabric, per standard specification 620S should be placed under the mulch to prevent excessive mixing of the soil and mulch. Additionally, material such as plywood and metal sheets could be required by the City Arborist to minimize root impacts from heavy equipment. Once the project is completed, all materials should be removed, and the mulch should be reduced to a depth of 3 inches.

Perform all grading within critical root zone areas by hand or with small equipment to minimize root damage.

Water all trees most heavily impacted by construction activities deeply once a week during periods of hot, dry weather. Spray tree crowns with water periodically to reduce dust accumulation on the leaves.

When installing concrete adjacent to the root zone of a tree, use a plastic vapor barrier behind the concrete to prohibit leaching of lime into the soil."

EV 4 It appears that there may be some cut greater than 4 feet within the proposed pond. Please confirm the max cut depth of the pond. Additional comments on a possible administrative variance for the pond cut may be generated.

EV 5 Show the location of the concrete washout area on the ESC sheet.

EV 6 Add a note to all ESC sheets stating:
"If disturbed area is not to be worked on for more than 14 days, disturbed area needs to be stabilized by revegetation, mulch, tarp or revegetation matting. [ECM 1.4.4.B.3, Section 5, I.]

Environmental Inspector has the authority to add and/or modify erosion/sedimentation controls on site to keep project in-compliance with the City of Austin Rules and Regulations. [LDC 25-8-183]

Contractor shall utilize dust control measures during site construction such as irrigation trucks and mulching as per ECM 1.4.5(A), or as directed by the Environmental Inspector.

The contractor will clean up spoils that migrate onto the roads a minimum of once daily. [ECM 1.4.4.D.4]"

EV 0 Provide inlet protection for inlets and clearly indicate it on the ESC plan. Also remember to update the ESC fiscal to include inlet protection and provide details for review. Accepted details need to be shown in plan set. Please note that COA detail 628S-2 is no longer accepted. [ECM 1.4.5.P]

EV 7 Show all off-site utility lines and provide ESC. [ECM 1.4.2.B]

EV 8 Revise the LOC to include all proposed construction including the sidewalk in the ROW and utility connections.

EV 9 Please show all proposed utilities on the E&S tree protection sheet to go along with all other site construction i.e. proposed grades for review.

EV 10 Show the location of all SOS re-irrigation lines to go along with the tree protection in the re-irrigation area on the E&S tree protection sheet.

EV 11 Please revise the tree survey table to note the following: (1) heritage trees must be indicated with an 'H' on the tree survey list; (2) multi-trunk trees must be indicated with an 'M' on the tree survey list; (3) indicate on the tree survey list which trees are ROW trees; (4) indicate the date the tree survey was conducted on the ESC / tree protection sheet. [ECM 3.3.2.A, ECM 3.3.0]

EV 12 Erosion / sedimentation control cannot be located within tree protection fence or the half critical root zone of preserve trees. Shift ESC so that it is located beyond the tree protection fence and the half critical root zone.

EV 13 The proposed sidewalk along Davis Ln. appears to impact numerous trees. For those trees in the ROW the PARD reviewer will make comments. If the side walk is to impact any on-site trees then grading will need to be looked at as there should be no grade impacts within the half critical rot zone of on-site preserved trees. Based on your response additional comments may be generated.

EV 14 Provide a fiscal estimate for erosion/sedimentation controls and revegetation based on Appendix S-1 of the Environmental Criteria Manual. For sites with a limit of construction greater than one acre, the fiscal estimate must include a $3000 per acre of LOC clean-up fee. The approved amount must be posted with the City prior to permit/site plan approval. [LDC 25-7-65, ECM 1.2.1, ECM Appendix S-1]

EV 15 Payment of the landscape inspection fee is required prior to permit/site plan approval. Payment of the fee is made through Intake. [To calculate the fee for this site, use the area that lies within the LOC.] Upon payment, please forward a copy of the receipt to the environmental reviewer. The fee for this site is $650.

EV 16 Please show all proposed work on the landscape plans as is shown on the civil site plans. Currently the ponds are not shown and it appears that some of the plantings and trails on the landscape plan may interfere with the site work. Additional comments may be generated.

EV 17 Add the following notes to the landscape plan:
"If establishing vegetation during any stage of a drought, Section 6-4-30 may require a variance. Contact Austin Water Conservation staff at waterusecompvar@austintexas.gov or call (512) 974-2199.

EV 18 Please demonstrate compliance with Ordinance 20101216-097 (irrigation requirements for commercial landscapes). Some of the areas shown as areas to remain undisturbed have site work proposed in them that are not currently shown on the landscape plans. Please revise as needed to comply.

EV 19 For all planting details, please be sure that the receiving holes are at least 3X the size of the root ball proposed as shown in ECM Figure 3-14.

EV 20 Specify a minimum of 3 inches of organic mulch for the planting details and landscape notes. [ECM 2.4.5(A)]

EV 21 Please provide a mitigation plan with tree mitigation provided (at minimum) at the following rates:
19 inches and greater, ECM Appendix F trees: 100%
8 to 18.9 inches, ECM Appendix F trees: 50%
19 inches and greater, all other trees: 50%
8 to 18.9 inches, all other trees: 25%

EV 22 Only trees shown in ECM Appendix F can be used for mitigation purposes. [ECM Appendix F]

EV 23 Seventy-five percent of the total caliper inches of replacement trees required must be represented by significant shade trees located in Appendix F. The remaining 25% of total caliper inches may be represented by a mixture of Appendix F tree species. All trees selected must be suitable for the environment of the immediate planting site (see Appendix F for specific categorization such as tree, soil, site, or regulatory qualities). [ECM 3.5.4.A.4.]

EV 24 For urban forest accounting purposes, please provide the following information on the plan after all landscaping and/or tree-related comments are cleared:
1. Total Appendix F tree inches surveyed;
2. Total Appendix F tree inches removed;

3. Total Non-Appendix F tree inches removed;
4. Total Invasive tree inches removed; and
5. Total mitigation inches planted on site.
[ECM 3.5.4]

EV 25 Streetyard trees must be provided for the Westgate side of the project. Please revise the landscape calculations as needed.

EV 26 Show on the plan graphic delineation of the streetyard area for all three side of the legal lot that are adjacent to public ROW. [LDC Section 25-2-1003, ECM 2.4.1]

EV 27 Water quality / detention ponds must be screened from the ROW. Please provide a buffer between the ponds and Kentish Drive. [LDC 25-2-1006]

EV 28 The proposed commercial / MF project must be screened from adjacent residential properties. [LDC 25-2-1006] *EV reviewer to work with site plan reviewer on this*

EV 29 Please revise the planting legend to assure all new trees to be planted shall be at least six feet height and 1 1/2 caliper inch. Graphically distinguish between required landscape trees and mitigation trees. [ECM 2.4.1(D)]

EV 30 Please revise the proposed landscaping to allow and berms or plantings to avoid the half critical root zone of preserved trees.

Fire For Site Plan Review - James Reeves - 512-974-0193

UPDATE 0
REJECTED

1. Access roadways must have a minimum of 25 feet unobstructed width. The fire lane may be reduced to less than 25 ft only in the areas where parking is provided.

2. Verify with a note on the site plan that buildings built less that 10 ft apart will have enhanced construction features in accordance with the International Residential Code, as amended.

3. Provide hydrant flow test to verify that adequate fire flow is available. Hydrant flow tests may be requested at 974-0197.

Flood Plain Review – David Marques – 512-974-3389

No comments

Industrial Waste Review - John McCulloch - 512-972-1060

Approved

IW1. This project is proposing only residential facilities. No source of industrial waste is present, not even a pool. No further review is required as long as no changes are made to the plan that would alter the residential quality of wastewater.

Mapping Review - Richard Sigmon - 512-974-2288

Cleared

PARD / Planning & Design Review - Marilyn Shashoua - 512-974-9372

UPDATE 0:

PR1: The parkland dedication fee of $650/dwelling unit is required [25-1-601] and must be paid prior to site plan approval [25-1-605(C)]. When ready to make payment, please contact this reviewer at marilyn.shashoua@austintexas.gov for a PARD approved worksheet. In the email, provide final number of dwelling units and any affordable housing certification documents, if applicable.
Payment can be made by providing the approved worksheet (and any PARD *or* Affordable Housing agreement letters) and fee payment to the Fiscal Office at One Texas Center. Checks are payable to the City of Austin. The Fiscal Office walk-in hours are: Monday – Thursday 8:00 – 11:30 & 1:00 – 3:30; Friday 8:00 – 11:30.

PR2: Add the following note to the coversheet: A fee-in-lieu of parkland dedication has been paid for 36 dwelling units.

Transportation Review - Caleb Gutshall - 512-974-6420

SIDEWALKS:

TR1. Show the location of 4 foot sidewalks according to City Standards along Kentish Drive . LDC, Sec. 25-6-352; TCM, 4.2.1.

TR2. Per zoning case C14-2013-0023, compliance with Subchapter E will be required at Site Plan for Westgate Boulevard and Guidepost Trail. A 12-foot sidewalk consisting of a 7-foot planting zone adjacent to the curb followed by a 5-foot clear zone is required.

TR3. Raised curbs on driveways must terminate at sidewalks. Indicate the termination of curbs and show the standard driveway detail. Do not show curb ramps at the driveway. TCM, 5.3.1.E; COA Std. No. 433-2.

TR4. There is a current capital improvement project on Davis Lane. Provide the following note on the site plan: "Sidewalks along Davis Lane are required to be constructed by the City following or with the roadway improvement. The lack of these required sidewalks shall not limit the owner's ability to obtain building permits, utility connections, or Certificates of Occupancy." LDC, 25-6-352.

TR5. Show the standard sidewalk detail (COA Standard No. 432S-1, adopted 3/26/2008).

RIGHT-OF-WAY

TR6. Show the existing right-of-way and pavement width for Davis Lane.

TR7. The AMATP calls for a total of 74 feet of right-of-way along Davis Lane. Dedicate up to 37 feet of right-of-way from the existing centerline of Davis Lane in accordance with The Austin Metropolitan Area Transportation Plan. LDC, 25-6-55(a), (c). Provide a street deed showing right-of-way to be dedicated. Field notes must be verified before the deed is recorded.

DRIVEWAYS

TR8. Driveways on undivided arterial streets must be designed to align with opposing streets or driveways or be offset by a minimum of 120 feet, measured from edge to edge. TCM, 5.3.1.K. Show the location of opposing driveways and dimension the offset, or indicate that there are none.

TR9. Driveway approaches must be separated by a minimum of 200 feet, measured from edge to edge at the property line. TCM, Table 5-2.

OTHER ISSUES

TR10. If City garbage pickup is proposed, provide a letter of verification from the Austin Resource Recovery Department. Please call Angela Baker at 974-4334 with the Solid Waste Division for information on City trash pickup. LDC, 25-2-1067(c).

TR11. The site plan is subject to a limitation of 2,000 trips by ordinance with zoning case C14-2013-0023. Add a note on the site plan (cover sheet and site plan sheet).

TR12. Vehicular access to Kentish Drive is prohibited by ordinance with zoning case C14-2013-0023. Please add a note on the site plan (cover sheet and site plan sheet).

TR13. Pedestrian access is required to Kentish Drive by ordinance with zoning case C14-2013-0023. Please provide pedestrian access and make a note on the site plan.

TR14. Show all physical obstructions (utility poles, trees, etc.) in the right-of-way which could affect sidewalk or driveway locations. For information: You may have to relocate utilities at your own expense if they interfere with sidewalk or driveway locations.

TR15. Additional comments may be provided when more complete information is obtained.

Austin Water Utility Review - Neil Kepple - 512-972-0077

WW1. The water and wastewater utility plan must be reviewed and approved by the Austin Water Utility for compliance with City criteria and approved SER 3295. All water and wastewater construction must be inspected by the City of Austin. The landowner must pay the City inspection fee with the utility construction. The landowner must pay the tap and impact fee once the landowner makes an application for a City of Austin water and wastewater utility tap permit.

FYI: For plan review status contact Pipeline Engineering at 972-0220. The Landowners Engineer will be notified by Pipeline Engineering once the red-lines/comments are ready for pickup at the Austin Water Utility Waller Creek office located at 625 E.10th St., Austin, TX 78701. Response comments and corrections, along with the original redlines, must be returned to the assigned Pipeline Engineering reviewer at the Waller Creek office.

Drainage Construction Review - Jay Baker - 512-974-2636

Release of this application does not constitute a verification of all data, information, and calculations supplied by the applicant. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not the application is reviewed for code compliance by city engineers.

ORIGINAL COMMENTS:
FORMAL UPDATE REQUESTED

Please provide a comment response letter with the update addressing each of the following comments. All engineering representations must be signed by the responsible engineer. Additional comments may be issued as additional information is received.

GENERAL

DC 1. Please provide a copy of the legal tract determination for review

DC 2. Adjacent Davis Lane CIP project is under construction and coordination is required for the extension of wastewater service and other items as needed including sidewalks, driveways and other associated utilities.

ENGINEERING REPORT

DC 3. Include in the report a discussion of the soil types, vegetation and other characteristics of this project that will be related to the hydrologic calculations for existing and proposed conditions. Also, include time of concentration flow path to go with the time of concentration calculations.

DC 4. Include in the report an electronic copy of the PondPack modeling that is being used for this site.

DC 5. The level vegetation on the site as seen in the aerial would not be indicative of poor conditions. What is the hydrologic soil group and the vegetation and type on the site.

DC 6. Contact me to arrange a site visit to do visual observations to confirm the soil and vegetation conditions as well as other drainage characteristics to go into the hydrologic modeling.

DC 7. Additional review of the hydrologic calculations will be deferred until the key assumptions are agreed and the updated modeling is received.

DC 8. This site plan is proposing to tie into existing subdivision storm sewer infrastructure. Obtain a copy of the construction plans for the subdivision to confirm that sufficient capacity is available for the proposed discharges from this site.

FEES

DC 9. Provide to the Site/Subdivision Inspection Division of Planning and Development Review Department a list of all drainage and water/wastewater infrastructure items located in rights of way or easements that will be maintained by the City, as well as two copies of the legal instruments that confirm the assignment to the property owner of maintenance of drainage infrastructure located in rights of way or easements. In addition, provide to SID for review and assessment of construction inspection fees the Engineer's Probable Cost of Construction estimate for those items to be maintained by the City. Upon payment of the fees, provide the fee receipt to the drainage engineering reviewer."

COVER SHEET

DC 10. Remove the note about approval of other entities since this is in the Full Purpose jurisdiction and not ETJ.

GENERAL CONSTRUCTION NOTES

DC 11. Provide General Construction Notes in accordance with the Application Packet, Exhibit III.

SITE PLAN

DC 121. Why is the proposed water quality irrigation field not located closer to the water quality pond?

DRAINAGE PLAN(S)

Sheet 3:

DC 13. Add flow arrows showing conveyance of runoff from the units, driveways , etc.. to the water quality and detention ponds.

DC 14. Why is a diversion berm shown to the north of the detention pond?

Sheet 4:

DC 15. The current proposal is to split flows from the detention pond to two separate discharge points, which is unusual. If the desire is to split the flows I am not sure how the modeling and controls would work to regulate the flows in the desired manner. We will need to discuss in more detail how this assumption will be modeled.

DC 16. Concentrated overflow discharge is proposed from the pond. If a secondary discharge point is proposed, it will also need to be connected to the storm sewer system. There is an inlet about 120 feet to the east along Kentish that could be a connection point.

STORMWATER MANAGEMENT FACILITIES

Sheet 7:

DC 17. Detailed review of the ponds will be deferred until the overall drainage proposal and modeling is agreed to and reviewed.

DC 18. Provide manholes at the property line for all proposed tie ins to the storm sewer. Infrastructure in the ROW will need to comply with COA criteria and standards.

DC 19. Incorporate construction details for the proposed structures into the plan set.

Electric Review - David Lambert - 512-322-6109

EL 1. Contact Ernie Salinas at ph. 512-505-7667 or ernie.salinas@austinenergy.com to discuss electric service to this project.
Afterwards, show the proposed location of the transformer pads and underground electric cabling on the site, utility, drainage, and landscaping plans.

EL 2. ADD THE FOLLOWING NOTE:
Austin Energy has the right to prune and/or remove trees, shrubbery and other obstructions to the extent necessary to keep the easements clear. Austin Energy will perform all tree work in compliance with Chapter 25-8, Subchapter B of the City of Austin Land Development Code.

EL 3. ADD THE FOLLOWING NOTE:
The owner/developer of this subdivision/lot shall provide Austin Energy with any easement and/or access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities. These easements and/or access are required to provide electric service to the building and will not be located so as to cause the site to be out of compliance with Chapter 25-8 of the City of Austin Land Development Code.

EL 4. ADD THE FOLLOWING NOTE:
The owner shall be responsible for installation of temporary erosion control, revegetation and tree protection. In addition, the owner shall be responsible for any initial tree pruning and tree removal that is within ten feet of the center line of the proposed overhead electrical facilities designed to provide electric service to this project. The owner shall include Austin Energy's work within the limits of construction for this project.

EL 5. The City's Environmental Criteria Manual (ECM) Sections 2.4.1.D and 2.4.2.C state, "In areas where utility lines are present or proposed only trees from the Utility Compatible Shade Trees list (see Appendix F) shall be planted with in: a) 10 lateral feet from any overhead distribution conductor; b) 30 to 40 lateral feet from any overhead transmission conductor, unless a more restrictive dedicated right-of-way has been established; c) 10 lateral feet from any underground electric facility"

No tree may be planted within 5 feet of a transformer pad or the underground electric cabling and only Utility Compatible trees may be within 10 feet. This shall be reviewed for once the proposed electric facilities are shown on the landscape plan.

Site Plan Plumbing Review - Cory Harmon - 512-974-2882

APPROVED

The proposed site plan (SP-2013-0422C) is approved from a plumbing code perspective.

Parklands Review - Regina Ramos - 512-974-9546

PR 1. In reference to public trees, no impacts greater than 4” cut and/or fill are permitted within the 1.2 critical root zone and no impacts are permitted in the ¼ critical root zone. Additionally, the proposed sidewalk encroaches directly on several tree trunks. Demonstrate that trees to be preserved meet City tree protection requirements.

PR 2. Are any trees within the public right-of-way proposed for removal?

End of Report

Avolve Software/ProjectDox

Avolve University

Course Catalog

NThorne
9/5/2013

avolve™ UNIVERSITY

Course Descriptions & Pricing

Contents

STANDARD COURSES 3

AU-INTRO - Introduction to ProjectDox – maximum 12 students per class 3

AU-MARK - Marking up in ProjectDox - Maximum 12 students per class 3

AU-MARK1 - Introduction Level – Marking up in ProjectDox - Maximum 12 students per class... 4

AU-MARK2 - Intermediate Level – Marking up in ProjectDox - Maximum 12 students per class... 4

AU-PA - Project Administration - Maximum 12 students per class 5

AU-SA - System Administration – Maximum 12 students per class..... 5

AU-ADVSA - Advanced System Administration – Maximum 12 students per class 6

AU-BWD - Basic Workflow Design & Process Overview Training – Minimum 2 persons 7

CUSTOM COURSES 8

AU-PKG1 - Introduction Implementation Training Package 8

AU-PILOT-Applicant Pilot Kickoff Training– max 15 attendees 8

AU-OUT-Applicant Community Outreach – 0-100+ attendees 9

AU-API -Approval Process Training for Internal End-Users - max 12 students 10

AU-APA - Approval Process Training for Administrators/Coordinators - max 12 students..... 10

AU-JUMP- Best in Class Workflow Training (Jump Start) - 11

AU-NF77 - ProjectDox Feature & Enhancement Training (7.7-8.1) 12

AU-NF75 - ProjectDox Feature & Enhancement Training (7.5-8.1) 12

AU-NF72 - ProjectDox Feature & Enhancement Training (7.2-8.1) 13

*AU-BATCH - Batch Stamp & Stamp Template Creation & Use - max 12 students 14

** Report Design..... 14

** GIS..... 14

PROJECTDOX CERTIFICATION COURSES..... 14

AU-SLVR – Silver Certification Package 15

SR- SA100 - System Administration..... 15

SLVR- MPS101 -Markups in ProjectDox 15

AU-GOLD – Gold Certification Package 16

GLD- PSF200 - ProjectDox System Fundamentals 17

GLD –SMT201- System Maintenance and Troubleshooting..... 17

GLD-IDC202 - Interface Design and Configuration 18

AU-PLAT – Platinum Certification Package 19
PLTNM –INSTALL300 – Installation and Upgrade 19
PLTNM –WDP301 - Workflow Design and Programming 19
PLTNM –GIS302- GIStream Integration 20
PLTNM-SSO303- Single Sign-On Integration 21
Notes: 21

STANDARD COURSES

Please see your Sales Order or contact your Avolve Sales Person for pricing.

AU-INTRO - Introduction to ProjectDox – maximum 12 students per class

Overview

The Avolve Software University course includes a flexible mixture of lecture and hands-on lab time to familiarize the user with the basic features of ProjectDox. This 4-hour instructor lead course will review how to access a project, view a file, use the search feature and communication tools to efficiently use and communicate using the ProjectDox application.

Audience

Course is designed as an introduction class for users of the ProjectDox application

Course Length: ½ day

Prerequisite Knowledge/Skill: None

Course Objective

Upon successful completion of this course, participants should be able to:

- Understand and Install software component requirements to login
- Understand how to access projects, folders and files
- How to communicate and locate information
- Understand the viewing technology tools

AU-MARK - Marking up in ProjectDox - Maximum 12 students per class

Overview

This Avolve Software course includes an instructor lead lecture and demonstration with hands-on lab time to practice using the newly acquired skills for the ProjectDox markup tools and features. Attendees will learn how to use the markup tools to create and edit markups, measure, print, and compare documents and plans in the ProjectDox application. The course can be purchased as separate ½ day courses broken into Introduction and Intermediate levels.

Audience

This course is designed for plan review professionals responsible for marking up documents electronically.

Course Length: 1 day

Prerequisite Knowledge/Skill
This course requires completion of Introduction to ProjectDox

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand how to access and use markup tools
- Understand how to use measure tools
- Understand how to create a new or edit an existing markup
- Overlay & Compare Documents
- Align 2 files
- Review markup layers
- Understand markup print and download capabilities
- Basic understanding of workflow and marking up (if applicable)

AU-MARK1 - Introduction Level – Marking up in ProjectDox - Maximum 12 students per class

Course Length: ½ day

Course Objective

- Basic use of markup tools
- How to create a markup
- How to edit a markup
- How to review markups
- Workflow and markup relationships
- Overlay & Compare Features

Prerequisite Knowledge/Skill

- This course requires completion of Introduction to ProjectDox

AU-MARK2 - Intermediate Level – Marking up in ProjectDox - Maximum 12 students per class

Course Length: ½ day

Course Objective

- How to align two files

- How to accumulate measurements (takeoff)
- Advanced Tips
- How to extract markups
- Publish and Print options
- How to redact files

Prerequisite Knowledge/Skill
This course requires completion of Introduction to ProjectDox & Introduction Level – Marking up in ProjectDox

AU-PA - Project Administration - Maximum 12 students per class

Overview
This Avolve Software course includes a 4 hour instructor-lead lecture and demonstration discussing the management responsibilities of a project administrator followed by a hands-on practice lab time to practice the newly discussed skills.

Audience
This course is designed for business professionals in a supervisor or lead role in the organization responsible for management of individual projects in ProjectDox.

Course Length: ½ day

Prerequisite Knowledge/Skill
This course requires completion of Introduction to ProjectDox

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand the project administrator role
- Understand how to add or remove users, add or remove /groups', and manage permissions.
- How to reassign users involved in the workflow process
- Create and Manage Stamp and Batch Stamp Templates

AU-SA - System Administration – Maximum 12 students per class

Overview
This Avolve Software course is an instructor lead mixture of lecture, demonstration and hands-on lab to practice newly acquired skills. The goal of this session is to provide the selected persons the knowledge

required to configure and manage the ProjectDox application. The course will consist of a 1 day lecture demonstration in the morning followed by hands-on practice in the afternoon.

Audience
This course is designed for end users (IT professionals, business users) responsible for management and configuration of the ProjectDox application.

Course Length: 1 day

Prerequisite Knowledge/Skill
Knowledge of business processes is recommended.
This course requires completion of Introduction to ProjectDox.

Course Objective
Upon successful completion of this course, participants should be able to:

- Manage and configure Project Templates
- User Management techniques
- File and Data management techniques
- Manage and configure site settings for access to key features
- Understand and assist users in component installation

AU-ADVSA - Advanced System Administration – Maximum 12 students per class

Overview
The course is an instructor lead lecture and demonstration discussing the architecture of ProjectDox, project creation, management and troubleshooting techniques reviewing the customer server environment to provide real-life examples.

Audience
This course is designed for IT professionals and business professionals responsible for management of the ProjectDox application.

Course Length: 1 day

Prerequisite Knowledge/Skill
Networking and Infrastructure background, knowledge of business processes, knowledge of IIS and .NET. System Administration course highly recommended

Course Objective
Upon successful completion of this course, participants should be able to:

- Locate key folders and services for the application
- Recognize and troubleshoot areas of the application
- Understand system communication
- Locate Debug logs
- Use the ProjectDox Updater software

AU-BWD - Basic Workflow Design & Process Overview Training – Minimum 2 persons

Overview
Instructor-lead course will show attendees the basic skills needed to implement and configure the workflow and eForm in ProjectDox. Course will teach attendees how to install and use the eForm and Workflow designers to create HTML eForm to be used in your business operation. Attendees will acquire the skills to create fundamental eForm, Workflows including adding activities, configuring buttons, and custom email templates based on ProjectDox best in class e-plan review process. Best practices and techniques demonstrated during the course will enable the attendee to apply the knowledge during their process development. The course consists of 5 modules and covered over 3 days:

Module 1 – Workflow Process Configuration
Module 2 – Designers
Module 3 - Workflow
Module 4 - EForm
Module 5 - Email Templates

Audience
Course is designed for ProjectDox System Administrators, developer level and technical staff responsible for development, implementation and maintenance of the automated solution.

Prerequisite Knowledge/Skill
It is recommended that attendees have an understanding of ASP/ASP.NET web design, Object Oriented Programming and advanced scripting capabilities in C#, C#.NET, Visual Studio or similar IDE and Windows Workflow Foundation. An ability to apply business logic to loops is also preferred. The course does cover scripting for custom solutions. Introduction to ProjectDox is strongly recommended.

Course Objective
Upon successful completion of this course, participants should be able to:

- Add Activities to existing workflow design
- Add/Update buttons
- Add Panels to existing process
- Understand Architecture of eForm and Workflow
- Use of WWF designers
- Update/Creation Review Configuration
- Understand relationship of Project Creator, Project Templates and Workflow

CUSTOM COURSES

Additional custom courses can be designed to fit your organizations needs outside of the standard custom courses listed below. Contact an Avolve University representative to discuss designing a custom course. For questions on pricing see your Sales Order or contact your Avolve Sales Person for pricing.

AU-PKG1 - Introduction Implementation Training Package

Overview
This training package provides the below 6 recommended courses to teach end users how to use, maintain and configure the ProjectDox application. The individual course descriptions can be viewed earlier in this catalog. The training package includes one (1) course of each of the below for up to 12 persons per course:

- Introduction to ProjectDox
- Marking Up in ProjectDox
- Project Administration
- System Administration
- Approval Process Training Internal End Users
- Approval Process Training Admin/Coordinators

AU-PILOT-Applicant Pilot Kickoff Training– max 15 attendees

Overview
This Avolve University course includes a flexible mixture of demonstration/lecture with hands-on lab time to familiarize the Citizen End User with the basic features of ProjectDox and their involvement in the e-Plan Review process. This 3-4 hour instructor lead course will focus training on the key aspects of

the ProjectDox system such as how to access a project, upload documents, view a file and view a markup, as well as the users role in the workflow process, the benefits of the process, and how to accept tasks, complete tasks, and how they can expect to receive notification during the process to assist in easing the transition to the new electronic process while giving hands-on experience to further their understanding. Attendees will receive access to focused training "How To" document providing details of how complete their role within the process as well as defining any submission standards the jurisdiction may require.

Audience
Course is designed to provide focused hands-on training for the citizen end users (Applicants) of the jurisdiction who will participate in the e-plan process.

Prerequisites: N/A

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand basic system requirements
- Understand how to access projects, folders and files
- How to Upload
- Understand their involvement in the e-Plan approval process
- How to accept and complete a task

AU-OUT-Applicant Community Outreach – 0-100+ attendees

Overview
This Avolve University course is a demonstration/lecture designed to help familiarize the Citizen End User (Applicant) with their involvement in the e-Plan Review process. This 2-3 hour instructor lead demonstration/lecture will review the benefits of the e-plan process for the Applicants as well as review how they are notified of a task, how to accept and complete a task in addition to any specific standards required by the jurisdiction to allow for a more efficient transition to the e-Plan review process and understanding of its requirements for the Applicant. Attendees will receive access to a general (non-customized) "How To" document on how to complete standard actions (upload, accept a task, complete a task etc.) related to the application and workflow process to assist in their involvement in the process.

Audience
Course is designed to provide an overview of the system and workflow process for the citizen end users (Applicants) of the jurisdiction who will participate in the e-plan process.

Prerequisites: N/A

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand benefits of ProjectDox
- Understand their role within the e-Plan approval process
- Understand jurisdiction requirements
- Understand how to accept and complete a task
-

AU-API -Approval Process Training for Internal End-Users - max 12 students

Overview

This course is customized to the designed workflow process developed for the jurisdiction. It will provide an overview of the process focusing on the role of the review department users within the process (plan reviewers). Skills learned will include understanding how users will be notified of tasks, how to complete a task and check status of workflows.

Audience

This course is designed for business professionals involved in the e-plan review process that performs an aspect of the technical review.

Course Length: ½ day

Prerequisite Knowledge/Skill

This course requires completion of Introduction to ProjectDox & Marking up in ProjectDox.

Course Objective

Upon successful completion of this course, participants should be able to:

- How to accept a task
- How to complete a task
- How to check status of review
- Understand relationship of markups & eForm
- Understand how task assignments are communicated

AU-APA - Approval Process Training for Administrators/Coordinators - max 12 students

Overview

This course is customized to the designed workflow process developed for the jurisdiction. It will provide an overview of the process breaking the training into sessions for key users of the process (coordinators, intake, project managers, and project administrators). Skills learned will include

understanding how to manage the project based on the design of the system as well as how to manage the workflow tasks and the users including how to reassign tasks.

Audience
This course is designed for coordinators or administrators involved in the e-plan review process.

Prerequisite Knowledge/Skill
Introduction to ProjectDox

Course Objective
Upon successful completion of this course, participants should be able to:

- How to manage group and users related to the workflow
- How to check status of review
- How to reassign a task
- Understand how task assignments are communicated
- How to accept a task
- How to complete a task
- High level understanding of the workflow process

AU-JUMP- Best in Class Workflow Training (Jump Start) -
Maximum 12 students per class

Overview
This Avolve Software course is an instructor led course mixing a combination of lecture, demonstration and hands-on lab time for attendees to practice the skills learned to complete the steps in the workflow process. The course duration is 1/2 day which includes lecture and demonstration followed by lab time for attendees to practice acquired skills.

Audience
This course is designed for plan review professionals responsible for annotating documents electronically.

Course Length: ½ day

Prerequisite Knowledge/Skill

Course Objective
Upon successful completion of this course, participants should be able to:

- How to complete a task

- How to check status of review
- Understand relationship of markups & eForm
- Understand how task assignments are communicated

AU-NF77 - ProjectDox Feature & Enhancement Training (7.7-8.1)

Overview

The course will review new features and updates to the ProjectDox application, server and services configuration on the back-end, as well, as updates to the administration and features of the ProjectDox Workflow product. The course is an instructor led demonstration/lecture based presentation and is offered only via the web unless purchased with an onsite Course.

Audience

The session has information relative to ProjectDox end-users, administrators and IT personal that use or support ProjectDox.

Course Length: 2 hours

Prerequisite Knowledge/Skill

Course Objective

Upon successful completion of this course, participants should be able to:

- Understand the changes to the server environment configuration
- Knowledge of new/update services or features of existing services
- Understand new/enhanced System Administrative features
- Understand new/enhanced Project Administrative features
- Understand updates to the viewing technology design, new annotation tools and functionality

AU-NF75 - ProjectDox Feature & Enhancement Training (7.5-8.1)

Overview

The course will review new features and updates to the ProjectDox application, server and services configuration on the back-end, as well, as updates to the administration and features of the ProjectDox Workflow product. The course is an instructor led demonstration/lecture based and is offered only via the web unless purchased with an onsite Course.

Audience
The session has information relative to ProjectDox end-users, administrators and IT personal that use or support ProjectDox.

Course Length: 3 hours

Prerequisite Knowledge/Skill

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand the changes to the server environment configuration
- Knowledge of new/update services or features of existing services
- Understand new/enhanced System Administrative features
- Understand new/enhanced Project Administrative features
- Understand updates to the viewing technology design, new annotation tools and functionality

AU-NF72 - ProjectDox Feature & Enhancement Training (7.2-8.1)

Overview
The course will review new features and updates to the ProjectDox application, server and services configuration on the back-end, as well, as updates to the administration and features of the ProjectDox Workflow product. The course is an instructor led demonstration/lecture based presentation and is offered only via the web unless purchased with an onsite Course.

Course Length: 4 hours

Audience
The session has information relative to ProjectDox end-users, administrators and IT personal that use or support ProjectDox.

Prerequisite Knowledge/Skill

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand the changes to the server environment configuration
- Knowledge of new/update services or features of existing services
- Understand new/enhanced System Administrative features
- Understand new/enhanced Project Administrative features
- Understand updates to the viewing technology design, new annotation tools and functionality

***AU-BATCH - Batch Stamp & Stamp Template Creation & Use - max 12 students**

**** Report Design**

**** GIS**

PROJECTDOX CERTIFICATION COURSES

Avolve University offers three (3) levels of certification for the ProjectDox application ranging from the for the System Administrator ranging from Silver to Gold. Each certification builds off another and requires the completion and passing of an exam for each course. Below is a description of each level of certification and a description of the required courses.



Silver Certification

Silver Certification is for the user who wants to understand the full system capabilities within the application in order to make efficient decisions on how best to configure, maintain and administer the ProjectDox application from within the user interface.

AU-SLVR – Silver Certification Package

The Silver Certification Package includes all courseware to Silver Certified and is comprised of the below courses:

SR- SA100 - System Administration

Overview

This course provides information related to the management, maintenance and configuration of the system for persons labeled as System Administrators in ProjectDox.

Audience

Business Professionals, Sales, Tier 1 support

Course Objective

Upon successful completion of this course, participants should be able to:

- Identify ProjectDox Component Challenges
- Describe file management and configuration options for:
  - Uploading
  - Downloading
  - Batch Stamp & Stamp Templates
  - Archival
- Manage new and existing users access to ProjectDox and features
- Describe, Implement and Update Workflow Management Options from ProjectDox
- Identify and Configure Options available from the ProjectDox User Interface
  - Project Templates
  - Project Status
  - Configuration
  - GIS
- Manage and Update Reports

SLVR- MPS101 -Markups in ProjectDox

Overview

This course provides information on basic thru advanced techniques for using the ProjectDox viewer with internet explorer and non-Internet Explorer browsers (Flash/HTML), configuration values available for customization.

Audience

Business Professionals, Sales, Tier 1 support,

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand Basic Features
- Understand differences between IE and Non-IE browsers
- Understand how to Create, Edit and Review markups
- Changemark Tool and Relationship to the Workflow
- Comparison Tools
- Measurement and Print Tools
- Advanced Options
    - Markup Consolidation
    - User Markup Permission
- Viewer Configuration Options



Gold Certification

Gold certification is designed for individuals that want to be efficient in understanding the overall architecture and communication of the application across all potential installation options (Middle Tier, Load Balance, Single Web Server and hosted) allowing them to become self-sufficient in troubleshooting, maintaining and customizing the user interface. It will provide the individual with the knowledge to conduct technical discussions regarding installation requirements and configuration, as well as how to incorporate interface design elements such as project connection interface.

AU-GOLD – Gold Certification Package

The Gold Certification Package includes all courseware to become Gold Certified and is comprised of the below courses:

GLD- PSF200 - ProjectDox System Fundamentals

Overview

This course provides fundamental information related to the server installation environments including: network and server requirements, server sizing, server roles, security considerations and overall architecture and communication of the application for the major installation options (Middle Tier, Load Balance, Hosted, ProjectDox Single Web Server).

Audience

IT Professionals, Tier 1-2 Support, Business Analysts

Course Objective

Upon successful completion of this course, participants should be able to:

- Understand and describe fundamental system components and architecture
- Describe fundamental network requirements
- Identify and recommend server memory and storage requirements
- Understand and describe the system installation requirements for each environment offering:
    - ProjectDox Single Server + Middle Tier Environment
    - ProjectDox Load Balance Environment
    - ProjectDox Single Web Server Environment
    - ProjectDox Hosted Environment (Zurich)

GLD –SMT201- System Maintenance and Troubleshooting

Overview

This course provides general maintenance and troubleshooting for the server environment and for each module of the application.

Audience

IT Professionals, Tier 1-2 Support, Business Analysts

Course Objective

Upon successful completion of this course, participants should be able to:

- Identify and resolve common ProjectDox Components Installation Challenges
- Identify troubleshooting tools and locations for Main ProjectDox Application
- Identify troubleshooting tools and locations for the Job Processor
- Identify troubleshooting tools and locations for Workflow
- Describe and Implement Database Management techniques
- Describe and Implement File System Management Techniques

GLD-IDC202 - Interface Design and Configuration

Overview

This course provides a review of the customization options for the user interface including project connector, Project Export, site branding, as well as a review of the ProjectDox web services available to the application.

Audience

IT Professionals, Tier 1-2 Support, Business Analysts

Course Objective

Upon successful completion of this course, participants should be able to:

- Understand the options for Project Connect interface
- Describe the architecture for Project Connect
- Implement and configure the ProjectDox Connect Interface
- Describe Project Export options and customizations
- Describe and implement interface customizations:
    - Custom Images/Logos
    - Custom Login Page
    - Customized Login
    - Button label translation
- Understanding of available ProjectDox web services



Platinum Certification

Platinum certification is designed to build off the Silver and Gold certification levels and provide the user with the technical knowledge to install or upgrade any of the offered ProjectDox installation environments including additional modules associated with the ProjectDox application in GIStream, Single Server Sign-On, and ProjectDox Workflow. It will provide fundamental knowledge of the ProjectDox Workflow architecture and key design concepts to allow the platinum certified member to be able to develop, maintain and customize workflow processes within the ProjectDox application.

AU-PLAT – Platinum Certification Package

The Platinum Certification Package includes all courseware to become Platinum Certified and is comprised of the below courses:

PLTNM –INSTALL300 – Installation and Upgrade

Overview

This course provides the system and administration information you will need to implement and update a ProjectDox Server Environment. There is some cross-over in skills and tasks across this course and ProjectDox System Fundamentals, but starts with a focus on the core single web server environment and covers the basic installation and configuration, server roles, server security, services and network communication of each aspect of the application followed by discussions of additional server environment configurations and their differences including: Load-Balance, Middle-Tier and hosted environments, as well as a discussion on performing upgrades for each environment.

Audience

IT Professionals, Tier 2-3 Support, System Engineers, Developers

Course Objective

Upon successful completion of this course, participants should be able to:

- Implement a ProjectDox Single Web Server Environment
- Describe and implement differences of a ProjectDox Middle Tier installation
- Describe and implement differences of a ProjectDox Load Balance configuration
- Implement required services and modules:
    - SSRS
    - WCF (Lucene) Search
    - ProjectDox WWF
    - Incoming email and utility services
- Implement and configure the Best In Class workflow
- Identify network and configuration issues and resolutions
- Utilize Project Updater for new installations and for upgrades

PLTNM –WDP301 - Workflow Design and Programming

Overview

This course provides information on how to install and use the eForm and Workflow designers to create HTML eForms to be used in your business operation. Attendees will acquire the skills to create fundamental eForm, Workflows including adding activities, configuring buttons, and custom email templates based on ProjectDox best in class e-plan review process. Best practices and techniques

demonstrated during the course will enable the attendee to apply the knowledge during their process development. This course provides an understanding of the fundamental architecture of the standard (BIC) workflow including how the process is associated to the ProjectDox application to inherit the process design.

Audience
IT Professionals, Tier 2-3 Support, System Engineers, Developers

Course Objective
Upon successful completion of this course, participants should be able to:

- Understand and describe the fundamental architecture of the Best In Class workflow
- Understand, implement and configure a new workflow for use within ProjectDox
- Identify server installation directories, logs, services and database tables related to the workflow process.
- Implement basic design concepts for the workflow including sub workflows
- Understand and implement the eForm design layout and basic design including anonymous forms.
- Implement ProjectDox and ProjectDox workflow email templates

PLTNM –GIS302- GIStream Integration

Overview
This course provides information on the implementation requirements, basic installation and configuration, as well as a review of the functionality and use of GIStream within the ProjectDox application.

Audience
IT Professionals, Tier 2-3 Support, System Engineers, Developers

Course Objective
Upon successful completion of this course, participants should be able to:

- Describe and Implement GIStream
- Configure and Deploy for use in ProjectDox
- Describe and Demonstrate End-User Functionality

PLTNM-SSO303- Single Sign-On Integration

Overview

The course provides information on the implementation environments for Single Sign on functionality including basic installation of these environments, configuration, testing and troubleshooting and user setup.

Audience

IT Professionals, Tier 2-3 Support, System Engineers, Developers

Course Objective

Upon successful completion of this course, participants should be able to:

- Describe installation options based on network configuration
- Implement and configure SSO software
- Identify troubleshooting scenarios to resolve issues
- Communicate end-user requirements for use

Notes:

- Please see your Sales Order or contact your Avolve Sales Person for pricing
- * Indicates future class offering
-  indicates a pre-requisite course
- Custom courses can be designed upon request

ProjectDox®

avolve professional services

Checklist Instructions

***Directions.** Please fill in the requested information for each test case. This is a checklist item list, which is to be tested by 3 individuals: Consultant, Project Manager and Customer.

Legend		
Status	**Input**	**Symbol**
Completed	100	✓
Working	50	!
Stop	0	✗

ProjectDox®

avolve professional services

User Acceptance Testing

***Directions.** Please fill in the requested information. Please note that this is just a checklist of task if you require more information please read **Implementating ProjectDox 8-2 Document** provided by your **Avolve Project Manager.**

Test Cases

			Consultant Results				PM Results				Customer Results			
			New 8.2		Upgrade		New 8.2		Upgrade		New 8.2		Upgrade	
			Status	Comments	Status	Comments	Status	Comments	Status	Comments	Status	Comments	Status	Comments
ProjectDox Core Functions														
	Creation of Projects													
		Create a Project	!	Issues when trying to create project										
		Add Folders	✓	Creation of Folders work			✓	Creation of Folders work			✓	Creation of Folders work		
	IE Publishing													
		Upload Drawings (PDF, DWG, etc)												
		Open and View Drawings												
		Downloading pdf and dwg												
	Non IE Publishing (HTML)													
		Upload Drawings (PDF, DWG, etc)												
		Open and View Drawings												
		Downloading pdf and dwg												
	Email													
		Get invitation(s)												
	Edit Projects													
		Able to save changes												
Project Creator														
	Creation of Projects													
		Create a Project												
		Add Folders												
		Verify Queries												
	Permissions													
		Verify Permissions to Groups												
		Add people to groups												
	Non IE Publishing (HTML)													
		Upload Drawings (PDF, DWG, etc)												
		Open and View Drawings												
Workflow and Eform														
	Workflow													
		Able to start a workflow												
		Able to accept task												
		Able to cancel a workflow												
		Workflow moving along												
	Eform													
		Able to open a Eform												
		Able to update a Eform												
		Able to move along the steps of the Eform												
		Verify Global Compare												
Integration	**Based on Discovery**													

Number of Concurrent Reviewers	Web Server				App Server				Job Processors				Sql Server				SAN
	# / Type	Cores	RAM	Disk	# / Type	Cores	RAM	Disk	# / Type	Cores	RAM	Disk	# / Type	Cores	RAM	Disk	Disk
200-300 Reviewers	2 / VM 2 Physical NICs each	12	32 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	1 / VM 2 Physical NICs	12	20 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	3 / VM 2 Physical NICs each	16	24 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	1* / Physical 2 Physical NICs	32	32 GB	C:100 D:3TB E:400 C: E: 1 TB Mirror D: 6 TB Mirror	5 TB
100-200 Reviewers	2 / VM 2 Physical NICs each	10	16 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	1 / VM 2 Physical NICs	12	16 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	3 / VM 2 Physical NICs each	16	20 BG	C:100 D:300 E:100 C: D: E: 1 TB Mirror	1* / Physical 2 Physical NICs	20	32 GB	C:100 D:2.5TB E:400 C: E: 1 TB Mirror D: 5 TB Mirror	2.5 TB
75-100 Reviewers	2 / VM 2 Physical NICs each	8	12 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	1 / VM 2 Physical NICs	8	12 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	2 / VM 2 Physical NICs each	8	16 GB	C:100 D:300 E:100 C: D: E: 1 TB Mirror	1* / Physical 2 Physical NICs	16	24 GB	C:100 D:1TB E:150 C: E: 500 GB Mirror D: 2 TB Mirror	1 TB
50-75 Reviewers	2 / VM 2 Physical NICs each	6	12 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror	1 / VM 2 Physical NICs	8	8 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror	2 / VM 2 Physical NICs each	8	12 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror	1* / Physical 2 Physical NICs	12	24 GB	C:100 D:500 E:150 C: E: 500 GB Mirror D: 1 TB Mirror	1 TB
25-50 Reviewers	2 / VM 2 Physical NICs each	4	12 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror 1 or	1 / VM 2 Physical NICs	4	6 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror	2 / VM 2 Physical NICs each	4	8 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror	1* / Physical 2 Physical NICs	10	24 GB	C:100 D:500 E:150 C: E: 500 GB Mirror D: 1 TB Mirror	500 GB
1-25 Reviewers	2 / VM 2 Physical NICs each	3	8 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror 1 or	1 / VM 2 Physical NICs	4	4 GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror 1 or	2 / VM 2 Physical NICs each	4	6GB	C:100 D:100 E:50 C: D: E: 500 GB Mirror	1* / Physical 2 Physical NICs	10	16 GB	C:100 D:250 E:150 C: E: 500 GB Mirror D: 500 GB Mirror	500 GB

1-10 Gbps Firewall and Network is recommended

*SQL Server Cluster Recommended

Cores, RAM, and Disk are for EACH VM/server

Disk Drive Usages	C:	Operation System
	D:	Data and Program Files
	E:	Paging File

Disk sizes are based on standard available disk sizes and are admittedly SuperSized for some of the servers.

1. DEFINITIONS.

1.1 "Add-on" means any custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and these GTCs.

1.2 "Agreement" means these GTCs, the Sales Order Form, or other agreement referencing these GTCs. All such components are integral to the agreement, and collectively are referred to herein as the "Agreement".

1.3 "API" means Avolve's application programming interfaces, as well as other Avolve code and database elements that allow other software products to communicate with or call on Avolve Software provided under this Agreement.

1.4 "Avolve Materials" means any software, programs, tools, systems, data, or other materials made available by Avolve to Licensee in the course of the performance under this Agreement including, but not limited to, the API, Software and Documentation, as well as any information, materials or feedback provided by Licensee to Avolve relating to the Software and Documentation.

1.5 "Business Partner" means authorized third parties that require access to the Software in connection with Licensee's internal business operations, such as Licensee's administrators, contractors, reviewers, and applicants.

1.6 "Business Unit" means a logical element, or segment, of the Licensee representing a specific business function, as existing on the effective date of the license grant. Business Units may be referred to as a department, group, division or functional area.

1.7 "Confidential Information" means, with respect to Avolve, all information which Avolve protects against unrestricted disclosure to others, including but not limited to: (a) the Software and Documentation and other Avolve Materials, including without limitation the following information regarding the Software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software; (b) the research and development or investigations of Avolve; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to Avolve subject to an applicable confidentiality obligation to such third party). With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

1.8 "Documentation" means Avolve's standard end user documentation which is delivered or made available to Licensee with the Software under this Agreement.

1.9 "Enterprise License" means a license authorizing the Licensee to Use with any number of unspecified Business Units.

1.10 "GIStream®" associates GIS features, map, and layer information contained in a GIS databases with ProjectDox information, allowing users to access GIS data and associated project information directly from both ProjectDox and the GIStream Viewer. GIStream's framework also supports custom configuration to exchange ProjectDox information with existing GIS map viewers.

1.11 "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.12 "Licensee" means the specific legal entity set forth on the Order Form.

1.13 "ProjectDox® Instance" means Avolve's proprietary core application and software framework for enhanced document management, review and collaboration built upon a multi-tier cluster hardware architecture consisting of web server(s), application server(s), and job processor(s) that supports the processing of one or more business processes and the API, as well as facilitates the implementation of additional functional components such as reporting or interfacing with other Licensee systems. The number of web servers, application servers and job processors for each ProjectDox® Instance shall be as set forth on the Sales Order Form.

1.14 "Software" means (i) the API, ProjectDox® Instances, GIStream® and/or other software licensed to Licensee under this Agreement as specified on the applicable Sales Order Forms, as developed by or for Avolve and/or any of their affiliated companies and delivered to Licensee hereunder; (ii) any new releases thereof made available to Licensee as part of Avolve Support and (iii) any complete or partial copies of any of the foregoing.

1.15 "Sales Order Form" means the order form, sales agreement, purchase order or like conveyance document for the Software and related Avolve Support ordered by Licensee thereunder.

1.16 "Territory" means the world except for those countries prohibited by United States' export laws, and further subject to Section 12.4 of the GTC.

1.17 "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities.

2. LICENSE GRANT.

2.1 License.

2.1.1 Software. Subject to Licensee's compliance with all the terms and conditions of this Agreement, Avolve grants to Licensee a non-exclusive, non-transferable, non-sublicensable (except for the limited right to allow Business Partners to Use set forth in this Section 2.1.1) perpetual (except for subscription based or term licenses) license to Use the Software, Documentation, and other Avolve Materials to run Licensee's internal business operations (including customer back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations and as further set forth in the Sales Order Form, unless terminated in accordance with Section 5 herein. This license does not permit Licensee (without being limited specifically to such restrictions) to: (i) use the Avolve Materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (ii) lease, loan, resell, sublicense or otherwise distribute the Avolve Materials; (iii) make any Use of or perform any acts with respect to the Avolve Materials other than as expressly permitted in accordance with the terms of this Agreement; or (iv) use Software components other than those specifically identified in the Sales Order Form, even if it is also technically possible for Licensee to access other Software components; or (v) Licensee shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software, or access or use the Software in order to build a similar or competitive product or service. Licensee acknowledges that the Software may contain self-reporting technology by which Avolve may receive information deemed relevant by Avolve to providing Avolve Support, improving the Avolve Materials, monitoring compliance, and any other purposes as determined by Avolve in its reasonable discretion. Licensee shall not tamper with or attempt to disable such self-reporting technology. Subject to receiving authorization from Avolve (which authorization shall not be unreasonably withheld), Business Partners may Use the Software solely in conjunction with Licensee's Use and may not Use the Software to run any of Business Partners' business operations. Licensee agrees to take all commercially reasonable steps to ensure that Business Partners abide by the terms of this Agreement and expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the Business Partner of the conditions of this Agreement.

2.1.2 Copies. Licensee may make one copy of the Software for archival purposes only, if the copy contains all of the original Software's proprietary notices. For the avoidance of any doubt, such additional copy may not be run concurrently, either in production mode to increase performance or in a non-production mode, as a "hot" failover.

2.1.3 Ownership. Licensee acknowledges and agrees that Licensor owns all rights, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Software and any suggestions, enhancements requests, feedback, recommendations or other information provided by Licensee or any of its Users related to the Software. Licensee's rights in the Software, updates (provided Licensee has purchased Avolve Support), and the related materials supplied by the Licensor pursuant to this Agreement are strictly limited to the right to use the proprietary rights in

accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.

2.1.4 API Use. Provided that Licensee has a current certification from Avolve University authorizing Licensee to build Add-Ons, Licensee may use the API to create custom Add-Ons solely as set forth in Section 6 below.

2.1.5 Approved Hardware. Licensee agrees to install the Software only on information technology devices (e.g. servers, hard disks, central processing units or other hardware) identified by Licensee pursuant to this Agreement and that has been previously approved by Avolve in writing or otherwise officially made known to the public by Avolve as appropriate for Use or interoperation with the Software (the "Designated Unit").

2.2 Outsourcing Services. With Avolve's prior written consent, Licensee may permit services providers to access the Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to Licensee in connection with the business of Licensee for which the Software is herein licensed provided: (i) Licensee and such services provider execute a written agreement that includes provisions requiring such services provider's compliance with the terms of this Agreement prior to such access, including without limitation non-disclosure of Avolve Confidential Information; (ii) such services provider shall be permitted to Use the Software solely to install and configure the Software in accordance with the business of Licensee as set forth herein (or in the case of a disaster recovery vendor, to provide disaster recovery services only); (iii) under no circumstances may such services provider Use the Software to operate or provide processing services to Licensee or any other party, or in connection with such services provider's own business operations; (iv) Licensee shall be responsible for any additional Software, migration tools, or third party software needed to effect such transition; and (v) Licensee expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the services provider of the conditions of this Agreement. Upon Avolve request, Licensee shall provide written confirmation to Avolve that items (i)-(iv) are fulfilled.

3. VERIFICATION. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve Materials. Licensee shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Licensee underpaid license fees and/or Avolve Support fees to Avolve and/or (ii) that Licensee has Used the Software in excess of the license quantities or levels stated in the Sales Order Form, Licensee shall pay such underpaid fees and/or for such excess usage based on Avolve List of Prices and Conditions Software and Support governing use in effect at the time of the audit, and shall execute an additional Sales Order Form in accordance with the terms of this Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of Avolve's audit shall be paid by Licensee if the audit results indicate usage in excess of the licensed quantities or levels. Avolve reserves all rights at law and equity with respect to both Licensee's underpayment of License fees or Avolve Support fees and usage in excess of the license quantities or levels.

4. PRICE, PAYMENT, AND DELIVERY.

4.1 Fees. Licensee shall pay to Avolve license fees for the Software and fees for Avolve Support as set forth on the Sales Order Form(s) hereto. Any fees not paid when due shall, which unless otherwise specified will be thirty (30) calendar days from invoice, accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law. Fees paid by Licensee are paid in consideration of the licenses granted under this Agreement. The Fees constitute a flat rate payment for a license as determined by the Sales Order Form, such Fees being irrevocable and non-refundable (except as set forth otherwise in this Agreement). Licensee agrees to provide Licensor with complete and accurate billing and contact information. All payments from the Licensee shall be via electronic funds transfer (EFT) directly deposited into Avolve's designated checking or other bank account. Avolve shall promptly comply with directions and accurately complete forms provided by the Licensee required to process EFT payments. Avolve may engage a third party agent to expedite the payment to Licensor in advance of the actual invoice due date. Upon notification Licensee will redirect invoice payments to any such third party designated by Avolve.

4.2 Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Avolve prior to the execution of this Agreement. If Avolve is required to pay Taxes, Licensee shall reimburse Avolve for such amounts. Licensee hereby agrees to indemnify Avolve for any Taxes and related costs, interest and penalties paid or payable by Avolve.

4.3 Delivery of the Software; Installation. Avolve will deliver the Software either by making it available for electronic

download or by physical delivery of media to Licensee. Risk of loss passes at the time of such electronic or physical delivery. Licensee agrees and understands that the calculation of Taxes may be affected by the delivery method and delivery location of the Software and corresponding Avolve Support. Licensee agrees to promptly, following initial delivery of the Software, but in all cases within ninety (90) days, to provide Avolve with reasonable access to Licensee's facilities and systems in order for Avolve to initially install the Software (the "Initial Installation"). Unless agreed to in writing by Avolve, Licensee understands that it is not authorized to conduct the initial installation of the Software. For the avoidance of any doubt, all installation services are professional services provided by Avolve under a separate Professional Services Agreement.

5. TERM.

5.1. Term. This Agreement and the license granted hereunder shall become effective as of the date first set forth in the first Sales Order Form issued under these GTCs, and shall continue in effect thereafter unless this Agreement is terminated upon the earliest to occur of the following: (i) thirty days after Avolve gives Licensee notice of Licensee's material breach of any provision of the Agreement (other than Licensee's breach of its obligations under Sections 6, 10 or 11, which breach shall result in immediate termination), including more than thirty days delinquency in Licensee's payment of any money due hereunder, unless Licensee has cured such breach during such thirty day period; or (ii) immediately if Licensee files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors. For the avoidance of any doubt, termination of the Agreement shall strictly apply to all licenses under the Agreement.

5.2 End of Term Duties. Upon any termination hereunder, Licensee and its Business Partners shall immediately cease Use of all Avolve Materials and Confidential Information. Within thirty (30) days after any termination, Licensee shall irretrievably destroy or upon Avolve's request deliver to Avolve all copies of the Avolve Materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. Licensee must certify to Avolve in writing that it has satisfied its obligations under this Section 5.2. Sections 3, 4, 5, 6, 7, 8, 9, 10, 12, and 12 shall survive such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee. Termination shall not relieve Licensee from its obligation to pay fees that remain unpaid.

6. ADD-ONS.

6.1 Conditioned on Licensee's compliance with the terms and conditions of this Agreement, Licensee may make Add-ons to the Software in furtherance of its permitted Use under this Agreement, and shall be permitted to use Add-ons with the Software in accordance with the License grant to the Software set forth in Section 2.1.1 herein. All Add-ons developed by Avolve (either independently or jointly with Licensee or other third parties) and all rights associated therewith shall be the exclusive property of Avolve. Licensee agrees to execute those documents reasonably necessary to secure Avolve's rights in the foregoing. All Add-ons developed by or on behalf of Licensee without Avolve's participation ("Licensee Add-on"), and all rights associated therewith, shall be the exclusive property of Licensee subject to Avolve's rights in and to the Software; provided, Licensee shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such Licensee Add-ons. Avolve retains the right to independently develop its own Add-ons to the Software, and Licensee agrees not to take any action that would limit Avolve's sale, assignment, licensing or use of its own Software or Add-ons thereto.

6.2 Any Licensee Add-on must not (and subject to other limitations set forth herein): enable the bypassing or circumventing any of the restrictions set forth in this Agreement and/or provide Licensee with access to the Software to which Licensee is not directly licensed; nor permit mass data extraction from Software to any non-Avolve software, including use, modification saving or other processing of data in the non-Avolve software; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor render or provide any information concerning Avolve software license terms, Software, or any other information related to Avolve products.

7. PERFORMANCE WARRANTY.

7.1 Warranty. Avolve warrants that the Software will substantially conform to the specifications contained in the Documentation for thirty (30) days following Initial Installation. The warranty shall not apply: (i) if the Software is not used in accordance with the Documentation; (ii) not initially installed within the time period set forth in Section 4.3 above due solely to the fault of Customer; or (iii) if the defect is caused by a Add-on (other than an Add-on made solely by Avolve and which is provided through Avolve Support or under warranty), Licensee or third-party software. Avolve does not warrant that the Software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect such performance, or that the applications contained in the Software are designed to meet all of Licensee's business

requirements. Provided Licensee notifies Avolve in writing with a specific description of the Software's nonconformance within the warranty period and Avolve validates the existence of such nonconformance, Avolve will, at its option: a) repair or replace the nonconforming Software, or b) refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. THIS IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.

7.2 Express Disclaimer. AVOLVE AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

8. INDEMNIFICATION.

8.1 General. When Avolve Support or other service are provided on Licensee's premises or at another location designated by Licensee, each party will indemnify, defend and hold harmless the other party, its officers, directors, employees, agents and affiliates from and against any claims, demands, loss, damage or expense, including reasonable attorney's fees, (collectively, "Claims") relating to bodily injury or death of any person or damage to tangible personal property occurring at such location in connection with the performance of the Avolve Support or other services to the extent proximately caused by the gross negligence or willful acts or omissions of the indemnifying party, its officers, directors, employees, agents and affiliates.

8.2 Infringement and Defense of Licensee. Avolve shall defend Licensee against claims brought against Licensee in the Territory by any third party alleging that Licensee's Use of the Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of an U.S. patent claim(s), copyright or trade secret rights, and Avolve will pay damages finally awarded against Licensee (or the amount of any settlement Avolve enters into) with respect to such claims. This obligation of Avolve shall not apply if the alleged infringement or misappropriation results from Use of the Software in conjunction with any other software, an apparatus other than a Designated Unit, any Licensee Add-on, failure to use an update promptly provided by Avolve if such infringement or misappropriation could have been avoided by use of the update, or unlicensed activities. This obligation of Avolve also shall not apply if Licensee fails to timely notify Avolve in writing of any such claim. Avolve is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on Licensee. In the event Licensee declines Avolve's proffered defense, or otherwise fails to give full control of the defense to Avolve's designated counsel, then Licensee waives Avolve's obligations under this Section 8.2. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Avolve. Avolve expressly reserves the right to cease such defense of any claim(s) in the event the Software is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. Avolve may settle or mitigate damages arising from any claim or potential claim, by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Software. Licensee shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Software that is prejudicial to Avolve's rights.

8.3 THE PROVISIONS OF THIS SECTION 8 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

9. LIMITATIONS OF LIABILITY.

ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION OR DEATH OR PERSONAL INJURY ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES AND REGARDLESS OF THE NATURE OF ANY CLAIM SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR OWED HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PROCEEDING THE EVENT GIVING RISE TO THE CLAIM OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ATTORNEYS' FEES, COURT COSTS, INTEREST OR EXEMPLARY OR PUNITIVE DAMAGES. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN AVOLVE AND LICENSEE AND THE LIMITED REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING THE FAILURE OF THEIR ESSENTIAL PURPOSE.

10. CONFIDENTIALITY.

10.1 Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

10.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement related to pricing contained to any third party unless restricted from conforming to non-disclosure by governmental statute and/or ordinance. Licensor may identify Licensee on its customer lists and list Licensee as a customer in its marketing and advertising materials, and reproduce Licensee's company name, logo, trademark, trade name, service mark, or other commercial designations, solely in connection therewith. If requested by Licensor during the first two years of this Agreement, Licensee agrees to timely execute the following activities: Press Release, Case Study Testimonial, ROI Benchmarking Study, and Client Referrals.

11. ASSIGNMENT. Licensee may not, without Avolve's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the Avolve Materials or Avolve Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation.

12. GENERAL PROVISIONS.

12.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Regulatory Matters. The Software, Documentation and Avolve Materials are subject to the export control laws of various countries, including without limit the laws of the United States. Licensee agrees that it will not submit the Software, Documentation or other Avolve Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Avolve, and will not export the Software, Documentation and Avolve Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other Avolve Materials by Licensee and/or its Affiliates.

12.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of State of Arizona without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable

investigation, of the facts giving rise to the claim(s).

12.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of Avolve and Licensee at the addresses first set forth in any Sales Order Form or Sales agreement. Where in this section 12.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between Avolve and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Avolve. Signatures sent by electronic means (facsimile or scanned/sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.

12.9 Governmental End Users. The API, Software and Documentation, are "Commercial Items" as that term is defined at 48 CFR 2.101 consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation: as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. The rights to the API, Software and Documentation are granted to US Government end users (a) only as Commercial Items and (b) only with those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

12.10 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Sales Order Form and (ii) the GTC.

This Avolve Support and Service Level Agreement ("SLA") defines the maintenance and support services ("Avolve Support") which Avolve Software, Inc. ("Avolve") shall provide to any customer("Customer") who is entitled pursuant to a separate written agreement (the "Agreement") with Avolve to Avolve Support . In the case of a conflict between the terms of this SLA and a Customer's Agreement, this SLA shall control. This SLA defines Avolve Support for both licensees ("Licensees") of Avolve software (the "Software") and users ("Cloud Users") of the Avolve Cloud. For the avoidance of any doubt, customers who have not purchased Avolve Support and customers who are not current on their fees are not entitled to Avolve Support.

1. **Portal.** Avolve will provide reasonable portal support for problem determination and resolution for problems arising during normal operation of the Software (for Licensees) or normal operation of Avolve Cloud (for Cloud Users). Avolve may require the Customer to provide a written assistance request describing the problem. All issues MUST be reported via the portal.

   Support Portal: http://support.avolvesoftware.com

2. **Support Hours.**

   2.1. Licensees with a standard support contract and Cloud Users will receive assistance during Avolve's normal working hours of 7:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Arizona Standard Time.

   2.2. Licensees with a premium support contract with issues of a Priority 1/High severity level will receive reasonable extended telephone support for operational problem determination and resolution per the terms as specified on their Sales Order. For all other issues of lesser severity, general support is available during Avolve's normal working hours of 7:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Arizona Standard Time.

3. **On-Site Emergency Support.** Customer may request Avolve to provide on-site emergency operational support services as a separate and distinct billable service.

4. **Releases Included**. Avolve Support for Licensees of the Software includes major releases, minor releases, and maintenance releases.

   4.1. For the purposes of this SLA, (i) "maintenance releases" shall mean such bug fixes and/or platform updates that are designated as "maintenance releases" by Avolve; (ii) "minor releases" shall mean such bug fixes, platform updates, and/or minor product enhancements that are designated as "minor releases" by Avolve; and (iii) "major releases" shall mean such bug fixes, platform updates, and major product enhancements and/or new features that are designated as "major releases" by Avolve.

   4.2. To the extent applicable, all Avolve Support provided to Customer (including all maintenance releases, minor releases, and major releases) shall be subject to the applicable license agreement between Avolve and Customer.

.

5. **Problem Determination and Resolution.** Avolve resources will be allocated to resolve reported problems based on the severity level set forth in the table below and Avolve will use commercially reasonable efforts to provide an acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth in the table below:

Severity Level	Definition	Acknowledgement	Commitment
Priority 1 High	An error that causes a catastrophic failure substantially impacting Customer's business.	4 Hours	Avolve and Customer will commit full-time resources for problem resolution, to obtain workaround, or reduce the severity of the error.

Severity Level	Definition	Acknowledgement	Commitment
Priority 2 Medium	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	3 Days	Avolve and Customer will commit full-time resources during normal business hours for problem resolution, to obtain a workaround, or reduce the severity of the error.
Priority 3 Low	An error that causes only minor impact on use of the product.	5 Days	Avolve and Customer will commit resources during normal business hours for problem resolution.
Questions / Enhancement Requests	A service request for a new feature, additional documentation, or an explanation of product functionality.	5 Days	Avolve and Customer will provide resources during normal business hours to address request. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into ProjectDox.

(a) Acknowledgement. Once a problem has been reported, Customer will receive an acknowledgement via email, phone or the support portal, as to the receipt of the problem as reported and a confirmation of the problem severity. Avolve will begin the process of problem determination and resolution at this point.

(b) Status Updates. During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution.

(c) Resolution. In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.

(d) Severity Re-classification. If Customer determines that a previously reported and in-progress issue's severity needs to be re-classified or escalated, Customer should issue a new call or email to the Technical Support Team.

6. **Exclusions**. Avolve will have no obligation to support the following, pursuant to the terms of this Agreement:

6.1. Software or Avolve Cloud use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. A support contract must cover all Software licenses purchased. Avolve Cloud Users are entitled to Avolve Support as part of their use fee.

6.2. Software or Avolve Cloud that is altered or modified other than as approved in writing by Avolve.

6.3. Any Software that is not the current major release or immediately previous major release with most current minor update.

6.4. Problems caused by misuse or misapplication of the Software or Avolve Cloud.

6.5. Software installed on any computer hardware/software configurations not supported by Avolve.

6.6. Problems caused by Licensee custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and Licensee's Agreement.

6.7. Problems caused by updates or upgrades of 3rd party applications that are integrated with ProjectDox.

6.8. Problems caused by the lack of updates/upgrades of 3rd party applications integrated with ProjectDox.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer.

7. Customer's Obligations for Operational Support.

7.1. Contact Person(s). Customer will designate up to two (2) contact person(s) (or such other replacement individuals as Customer may designate in writing) (each a "Contact Person"), who shall be the sole contacts for the coordination and receipt of the Support Services set forth in this SLA. Each Contact Person shall be knowledgeable about, as applicable, the Software and Avolve Cloud. If Avolve is unable to contact any designated Contact Person through the specified means for a period of time and such contact would be helpful for performing the Support Services, Avolve may refuse to perform the Support Services until Avolve is able to contact a designated Contact Person, in which case the times for resolution set forth in Section 5 will be suspended for such period of time.

7.2. Remote Access. For the purpose of problem determination and analysis, Customer will provide, as necessary and at Customer's discretion, the Technical Support Team with remote access capabilities into Customer's system's running the Software.

7.3. Supporting Data. Customer will provide reasonable supporting data to aid in the identification and resolution of the issue.

7.4. Installation. Unless otherwise instructed by Avolve, Customer will be responsible for installing any error correction, update or upgrade.

8. **Term.** The term of this agreement shall be as set forth on the Order Form associated with this agreement and shall continue unless terminated pursuant to the terms of the Agreement.

9. **Fees / Termination / Renewal** Customer shall pay Avolve the applicable fee as listed on the order Form for all Software or Avolve Cloud use rights for which Customer purchased (the "Fees"). Fees will be billed and due as provided for in the Agreement, at the then current rate. Fees are paid in advance and are irrevocable and non-refundable (except for the limited credit right set forth in Section 10 below and if set forth expressly otherwise in the Agreement). If Licensee fails to pay all Fees by the due date, this SLA, and all Avolve Support provided for under it, may be immediately terminated, without notice, by Avolve. Alternatively, Avolve, in its sole discretion, may elect to continue to provide Avolve Support and assess interest at a rate of up to 18% per annum, not to exceed the minimum amount allowed by law. To reinstate or renew Avolve Support (if reinstatement is allowed by Avolve at its sole discretion), Customer must pay in advance and in full all Fees that were considered in arrears at that time.

10. **Credits.** Should Avolve fail to meet any of the commitments set forth in this SLA, AS CUSTOMERS SOLE AND EXCLUSIVE REMEDY:

10.1. **Licensees**. Licensees of Software shall be entitled to receive a service credit of 2% of the licensee's monthly prorated support fees, per incident in a given month, up to a maximum 50% of monthly prorated support fee payable by the customer. The amount of compensation may not exceed 50% of the licensee's monthly support fee. This means that if a customer has two (2) incidents in which Avolve failed to respond within the time frame stated, they are entitled to receive a service credit of 4% of the prorated monthly support fee.

10.2. **Cloud Users**. Cloud Users of Avolve Cloud shall be entitled to receive a service credit of 1% of the Cloud User's monthly prorated use fees (i.e. excluding the hosting fees), per incident in a given month, up to a maximum of 50% of the Cloud User's monthly prorated use fees.

10.3. **Requesting a Credit.** As outlined in this SLA, Avolve shall issue a service credit to the customer's account if Avolve does not meet the guaranteed response time limits mentioned in the SLA. The Service Credit will be applied to the clients next invoice that is due, after the credit has been requested and approved by a member of the Avolve Management staff. In order for a customer to receive a credit on their account, the customer must request the service credit within seven (7) business days of the incident in which the response time was not met. This credit request must come from the authorized e-mail account for the customer's account, and must be submitted directly in the form of a ticket via the customer's portal account. The ticket must include the customer's account information, and the Ticket Number in which the response time was not met by Avolve's Support Department. Since all response times are checked through the Ticket Helpdesk System, there will need to be a Ticket Number mentioned and/or the dates and times that the incident(s) occurred. The Service Credit Request will be reviewed by a member of Avolve's Management staff to make sure the request is valid, and the customer will receive notification of a Service Credit approval or denial. If a Service Credit Request has been approved, the Service Credit will be applied to the customers next due invoice.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the Effective Date of the relevant Sales Order and is entered into by and between Avolve Software Corporation (Avolve) and Licensee.

RECITALS

WHEREAS, Avolve provides certain Services in the United States which Licensee desires to obtain on the basis of certain Statements of Work and/or Sales Orders executed by the parties which reference and incorporate this Agreement). The relevant Sales Order will more fully describe the scope, duration, and fees for the Services.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this Agreement, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions

1.1. "Avolve Software" means (i) any and all software products licensed to Licensee under the License Agreement as specified in Sales Order Forms (or other order forms, schedules or appendices as applicable) thereto; (ii) any new releases thereof made available through unrestricted shipment pursuant to the respective support agreement and (iii) any complete or partial copies of any of the foregoing.

1.2. "Confidential Information" means, with respect to Avolve, all information which Avolve protects against unrestricted disclosure to others, including but not limited to: (a) the Avolve Software, documentation, Work Product and other Avolve materials, including without limitation the following information regarding the Avolve software: (i) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the software; (ii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; and (iii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the software; (b) the research and development or investigations of Avolve; (c) product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies; and (d) any information about or concerning any third party (which information was provided to Avolve subject to an applicable confidentiality obligation to such third party). With respect to Licensee, "Confidential Information" means all information which Licensee protects against unrestricted disclosure to others and which (i) if in tangible form, Licensee clearly identifies as confidential or proprietary at the time of disclosure; and (ii) if in intangible form (including disclosure made orally or visually), Licensee identifies as confidential at the time of disclosure, summarizes the Confidential Information in writing, and delivers such summary within thirty (30) calendar days of any such disclosure.

1.3. "Consultants" means employees and third party contractors which Avolve utilizes to provide Services to Licensee.

1.4. "Deliverables" mean such Work Products, if applicable, which are specific outputs that Avolve provides to Licensee, provided such output must be clearly and expressly labeled as a "Deliverable" in the applicable Sales Order.

1.5. "Designated Unit" means those information technology devices (e.g. servers, hard disks, central processing units or other hardware) that have been previously approved by Avolve in writing or otherwise officially made known to the public by Avolve as appropriate for use or interoperation with the Avolve Software.

1.6. "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret, know-how or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

1.7. "Licensee Add-on" means any custom application code developed using Avolve APIs as set forth in the documentation accompanying such API and the Software License Agreement which are developed by or on behalf of Licensee without Avolve's participation.

1.8. "Software License Agreement" means the agreement between Avolve (or an Avolve affiliate, or an authorized reseller of the Avolve software) under which Licensee procured the license rights to use Avolve Software.

1.9. "Services" means professional services, provided by Avolve to Licensee under an Sales Order that references this Agreement.

1.10. "Taxes" means federal, state or local sales, use, property, excise, service or similar taxes now or hereafter levied all of which shall be for Licensee's account.

1.11. "Work Product" means any work product or tangible results produced by or with Avolve pursuant to this Agreement or any Sales Order, including, but not limited to, works created for or in cooperation with Licensee.

2. Provision of Services.

2.1. Avolve will provide the Services in accordance in all material respects with the Sales Order.

2.2. Avolve may utilize Consultants to perform the Services. Avolve shall be responsible for the performance of the Services of such Consultants to the same extent as Avolve is liable for its own employees.

2.3. Licensee shall perform any tasks reasonably required to enable Avolve to performing the Services, including those tasks set forth under Section 3 (Licensee's General Responsibilities) and in the Sales Order. Licensee understands that Avolve's timely performance may be dependent on Licensee's timely and effective performance of such tasks and on timely decisions and approvals by Licensee. If any Service, in whole or in part, cannot be provided by Avolve due to Licensee, the time actually spent by Avolve resources on such Service will be billed to Licensee.

3. Licensee's General Responsibilities.

3.1. Licensee is responsible for making the necessary arrangements to allow Avolve to perform the Services.

3.2. Licensee shall provide and make available all Licensee personnel that Avolve reasonably requires in connection with performance of the Services and as may be further addressed in an applicable Sales Order.

3.3. If the Services are performed at Licensee's site, Licensee agrees to provide necessary access to its site including, but not limited to, appropriate access to Licensee premises, computer systems and other facilities.

3.4. Licensee shall appoint a contact person to supply Avolve with any necessary or relevant information and who shall have the authority to make decisions or obtain decisions from others expeditiously.

4. Change Request Procedures.

4.1. During the term of a Sales Order, either party can request changes to a Sales Order in accordance with the change request form attached to the applicable Sales Order ("Change Request"). Both parties agree to act in good faith to address and mutually agree to any requested Change Requests within a reasonable period of time.

4.2. Avolve will not perform under a Change Request until agreed to and signed by the parties.

5. Satisfaction with Personnel. If at any time Licensee or Avolve is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall promptly report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change (which, in the case of Avolve, shall be subject to staffing availability).

6. Compensation of Avolve.

6.1. All Services will be provided by Avolve on a time and materials (plus expenses) basis unless otherwise agreed by the parties in the Sales Order.

6.2. Unless otherwise agreed in a Sales Order, Avolve shall invoice Licensee on a weekly basis and Licensee shall pay such invoice net thirty (30) days from the date of invoice. Avolve reserves the right to charge late fees on any payment that is not made timely at the rate of eighteen percent (18%) per annum or the maximum rate allowed under the law, whichever is less. All amounts to be paid under this Agreement shall be paid without withholding, deduction, or offset. Without prejudice to any other rights available to Avolve, Avolve reserves the right, in its sole and absolute discretion, to suspend Services where Licensee has failed to make timely payment pursuant to this Section or under any other agreement between Avolve and Licensee. Upon Licensee's payment of all outstanding amounts due, including late fees, Avolve shall resume Services pursuant to the term of this Agreement.

6.3. Avolve is entitled to require payment in advance if Avolve in its sole discretion, determines there are reasonable grounds to doubt that Licensee will render payment punctually, including Licensee's failing to timely pay undisputed invoices (whether from Licensee or third parties), Licensee's filing for bankruptcy or similar proceeding or, in the case of governmental organizations, where funds appear to not have been adequately appropriated for the next fiscal period.

6.4. Fees and other charges described in this Agreement do not include Taxes now or hereafter levied, and Licensee shall pay directly or reimburse Avolve for all such Taxes. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to Avolve at the execution of this Sales Order. Licensee hereby agrees to indemnify Avolve for any Taxes and related costs, interest and penalties paid or payable by Avolve. This Section shall not apply to taxes based on Avolve's income.

7. Term and Termination.

7.1. Term of the Agreement. This Agreement shall be effective as of the Effective Date, specified above, and shall remain in effect unless terminated earlier by either party in accordance with this Section 7.

7.2. Termination of the Agreement for Convenience. Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party. If this Agreement is terminated for convenience prior to the completion of one or more Sales Orders, such termination will not affect the continuation of any such Sales Order or the applicability of the provisions of this Agreement to any such Sales Order for the remaining term of that Sales Order.

7.3. Term of a Sales Order. Each Sales Order shall be effective on the effective date set forth in that Sales Order, and shall remain in effect until completion of the Services or terminated earlier by either party in accordance with this Section 7.

7.4. Termination of a Sales Order for Convenience. Except as otherwise agreed in a Sales Order, each Sales Order may be terminated by either party upon thirty (30) days' prior written notice to the other party or as otherwise stated in an Sales Order. If there is more than one Sales Order referencing this Agreement, a Sales Order may be terminated for convenience in accordance with the terms of this section without terminating this Agreement or the other Sales Orders.

7.5. Termination of Agreement and/or a Sales Order for Cause.
Either party may terminate this Agreement and/or an Sales Order for cause upon thirty (30) days' prior written notice of the other party's material breach of any provision of the Agreement or Sales Order, as applicable, including more than thirty (30) days delinquency in Licensee's payment of any money due hereunder or any Sales Order, unless Licensee has cured such breach during such thirty day period; or immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise breaches materially its obligations in Confidential Information or Assignment.

7.6. Effect of Termination. Licensee shall be liable for all payments to Avolve, including fees for all Services, including expenses, incurred in the performance of such Services up to the date on which any termination of a Sales Order or the

Agreement takes effect. In the event of termination of a Sales Order or the Agreement, except to the extent set forth otherwise in this Agreement or a Sales Order, all Confidential Information of either party provided in connection with this Agreement or Sales Order, as applicable, in the possession of either party shall be returned to the other party or destroyed with certification of such destruction from an individual of authority to bind the respective party.

8. Proprietary Rights.

8.1. Retained Technology. "Retained Technology" is defined to include (i) Avolve's products (including the Avolve Software and all Work Product other than Works), software code, programs and tools, training or professional services materials, know how, techniques, technologies, methods, concepts, reports, interfaces, and performance enhancements, (ii) ordinary course enhancements, modifications, interfaces or integrations to any materials described in Subsection 8.1(i) above, even if first developed for use by Licensee, or (iii) are developed by Avolve during the term of this Agreement, but independently and separate from the performance of the Services. All title to and rights in the Retained Technology and all Intellectual Property Rights embodied therein, including techniques, knowledge or processes of the Services and/or Work Product (whether or not developed for Licensee), shall be the sole and exclusively property of Avolve. Licensee agrees to execute and to ensure its third parties execute such documentation as reasonably necessary to secure Avolve's title over such rights.

8.2. Licensee Rights. Except as set forth otherwise in an Sales Order and subject to Section 8.3 below, all right, title and interest in and to Deliverables explicitly specified on a Sales Order to be owned by Licensee (the "Works") (if any) shall be, upon payment for the Services associated therewith, solely owned by Licensee and the entire right, title and interest therein shall be exclusively vested in Licensee. Such Works shall be considered works made for hire made in the course of the Services rendered hereunder. To the extent that title to any such Works may not by operation of law vest in Client, or any of them are held not to be works made for hire, Avolve hereby irrevocably assigns, effective upon payment in full for the Services associated therewith, the sole right, title and interest in such Works and Avolve's proprietary rights therein to Licensee.

8.3. Avolve Rights. Notwithstanding Section 8.2, Avolve and its licensors shall retain all right, title and interest in and to all Retained Technology that may be included in the Works. For any Works that include Retained Technology, upon payment for the Services associated therewith, Avolve grants to Licensee and its successors and assigns a non-exclusive, royalty-free, worldwide license to utilize the Retained Technology as part of the specific Works, without cost beyond any payments otherwise required by the applicable Sales Order. Licensee shall protect the Retained Technology according to the existing policies and procedures that Licensee uses for its own similar proprietary information and intellectual property. For all Deliverables that are not Works, Licensee is granted a non-exclusive, non-transferable license for the duration of the license granted under the Software License Agreement, so long as Licensee complies with the terms of the Software License Agreement and this Agreement, to use such Work Products provided to it by Avolve under a relevant Sales Order under this Agreement in order to run Licensee's internal business operations, and otherwise to the same extent as Licensee is granted a license to use the Avolve Software in the Software License Agreement.

8.4. Licensee must immediately notify Avolve in writing if any third party gains unauthorized access to the property or information to or in which Avolve retains title or rights and shall take all reasonable steps to stop such unauthorized access and also inform the third party of Avolve's rights.

9. Confidentiality

9.1. Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required by the receiving party to perform its obligations under this Agreement and/or a Sales Order. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which

shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

9.2. Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

9.3. Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third party unless restricted by state law or ordinance. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that Avolve may use Licensee's name in customer listings and to analyze and leverage details from this Agreement and/or Sales Orders respectively (e.g., to forecast product demand), or, at times mutually agreeable to the parties, as part of Avolve's marketing efforts. Avolve will make reasonable efforts to avoid having the reference activities unreasonably interfere with Licensee's business.

10. Limited Warranties; Limitation of Liabilities

10.1. Avolve warrants for a period of 30 days following delivery that the Deliverables will conform in all material respects with the specifications expressly set forth in the applicable Sales Order. If Client reports in writing nonconformity with this warranty within such 30 day period, then Avolve shall, at no additional charge, use commercially reasonable efforts to re-perform the Services to correct the nonconformity and, if it is unable to effect such cure within 30 days, refund the amounts previously paid by Licensee for the defective Deliverables. The foregoing shall be Licensee's exclusive remedy for breach of Avolve's warranties. AVOLVE AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

10.2. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION AND AVOLVE'S RIGHT TO COLLECT UNPAID FEES, (A) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE SERVICES UNDER THE RELEVANT SALES ORDER, DIRECTLY CAUSING THE DAMAGES OR (B) BE LIABLE TO EACH OTHER IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of this Agreement and the fees under a specific Sales Order allocate the risks between Avolve and Licensee. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

11. Indemnification.

11.1. General. When Service are provided on Licensee's premises or at another location designated by Licensee, each party will indemnify, defend and hold harmless the other party, its officers, directors, employees, agents and affiliates from and against any claims, demands, loss, damage or expense, including reasonable attorney's fees, (collectively, "Claims") relating to bodily injury or death of any person or damage to tangible personal property occurring at such location in connection with the performance of the Services to the extent proximately caused by the gross negligence or willful acts or omissions of the indemnifying party, its officers, directors, employees, agents and affiliates.

11.2. Infringement and Defense of Licensee. Avolve shall defend Licensee against claims brought against Licensee in the United States by any third party alleging that Licensee's use of the Deliverables, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of an U.S. patent claim(s), copyright or trade secret rights, and Avolve will pay damages finally awarded against Licensee (or the amount of any settlement Avolve enters into) with respect to such claims. This obligation of Avolve shall not apply if the alleged

infringement or misappropriation results from use of the Deliverables in conjunction with any other software, an apparatus other than a Designated Unit, any Licensee Add-on, failure to use an update promptly provided by Avolve if such infringement or misappropriation could have been avoided by use of the update, or unlicensed activities. This obligation of Avolve also shall not apply if Licensee fails to timely notify Avolve in writing of any such claim. Avolve is permitted to control fully the defense and any settlement of any such claim as long as such settlement shall not include a financial obligation on Licensee. In the event Licensee declines Avolve's proffered defense, or otherwise fails to give full control of the defense to Avolve's designated counsel, then Licensee waives Avolve's obligations under this Section 11.2. Licensee shall cooperate fully in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Avolve. Avolve expressly reserves the right to cease such defense of any claim(s) in the event the Deliverable is no longer alleged to infringe or misappropriate, or is held not to infringe or misappropriate, the third party's rights. Avolve may settle or mitigate damages arising from any claim or potential claim, by substituting alternative substantially equivalent non-infringing programs and supporting documentation for the Deliverable. Licensee shall not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Deliverable that is prejudicial to Avolve's rights.

11.3. THE PROVISIONS OF THIS SECTION 11 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO LICENSEE, AND IS LICENSEE'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

12. General Provisions

12.1. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2. No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3. Notice. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given when delivered to the respective executive offices of Avolve and Licensee at the addresses first set forth above or in the applicable Sales Order. Where in this Section 12.3 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.4. Independent Contractor. The relationship of Avolve and Licensee established by this Agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.

12.5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.6. Governing Law. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of the State of Arizona, without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Arizona law, rules, and regulations, Arizona law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.7. Time. Time shall not be of the essence.

12.8. Entire Agreement; Written Form; Hierarchy.

12.8.1. This Agreement, including all applicable Sales Orders and Schedules thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.

12.8.2. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing and signed by the authorized signatories of the parties. The foregoing provision also applies to any waiver of the written-form requirement. Where in this Section and elsewhere in this Agreement or a Sales Order written form is required, that requirement can be met by facsimile transmission, exchange of letters, or other written form (excluding emails).

12.8.3. In the event of any inconsistencies between the Agreement and a Sales Order, the Sales Order shall take precedence over the Agreement. However, the Sales Order must explicitly reference the provision of the Agreement that it amends and state that it supersedes such provision.

12.8.4. No conflicting or other conditions, including Licensee's general terms and conditions, form any part of the Agreement or Sales Order, even where Avolve has performed Services without expressly rejecting such conditions. Any purchase order or other document issued by Licensee is for administrative convenience only. If, for reasons related to Licensee's internal arrangements or otherwise, Licensee's conditions of purchase or other standard terms are included by insertion, reference, enclosure, attachment or otherwise in Licensee's acceptance of Avolve's offer (for example, in Licensee's purchase order), Licensee cannot rely on those conditions or terms and they are not incorporated in and do not form any part of the Agreement or Sales Order, and failure to expressly exclude them does not imply their acceptance.

12.9. Regulatory Matters. The Avolve Confidential Information inclusive of all Work Product and Deliverables are subject to the export control laws of various countries, including without limit the laws of the United States. Licensee agrees that it will not submit the Avolve Confidential Information to any government agency for licensing consideration or other regulatory approval without the prior written consent of Avolve, and will not export the Confidential Information to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Confidential Information by Licensee and/or its subsidiaries

12.10. Survival. Term, Proprietary Rights, Confidentiality, Limitation of Liabilities, Indemnification and Governing Law shall survive any termination of this Agreement.

12.11. System Security and Data Safeguards. When Avolve is given access to Licensee's systems and data, Avolve shall comply with Licensee's reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. In connection with such access, Licensee shall be responsible for providing Avolve Consultants with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access, as Licensee deems appropriate from time to time. Licensee shall not grant Avolve access to Licensee systems or personal information (of Licensee or any third party) unless such access is essential for the performance of Services under the Agreement. The parties agree that no breach of this provision shall be deemed to have occurred in the event of Avolve non-conformance with the aforementioned safeguard but where no personal information has been compromised.

The following Terms of Use (the "Agreement") govern Your use of the Avolve Cloud and the Avolve Technology provided to You by Avolve Software, Inc. ("Avolve").

1. DEFINITIONS

"Authorized Use Limits" means the use limitations (if any) placed on Your use of Avolve Cloud as specified on Your Order Form. Examples of possible Authorized Use Limits include authorized Business Units, Users, transactional/online storage limits and archived storage limits.

"Avolve Cloud" means the hosted set of solutions that are developed, operated, and maintained by Avolve (and its third party service providers) for the purpose of enhanced document management, review and collaboration, and specifically the edition and Authorized Use Limits specified on Your Order Form for the Subscription Term specified on Your Order Form.

"Avolve Materials" means any documentation, user guides or other materials provided by Avolve to You in connection with your use of the Avolve Cloud.

"Avolve Technology" means Avolve's proprietary technology and intellectual property rights therein (including, but not limited to, Avolve Materials, software, documents, processes, algorithms, user interfaces, patent, copyright and trade secret rights) used by Avolve in providing the Avolve Cloud to You.

"Business Partner" means authorized third parties that require access to Avolve Cloud in connection with Your internal business operations, such as Your administrators, contractors, reviewers and applicants.

"Business Unit" means the local element, or segment, within Your organization representing a specific business function that desires to use the Avolve Cloud. The number and types of Your Business Units initially authorized to use the Avolve Cloud are set forth on the Order Form. Business Units may be referred to as a department, group, division or functional area.

"Order Form" means the order form, sales agreement, purchase order or like conveyance document for the Avolve Cloud and related Technical Support ordered by You and any future purchase order or order form signed by both You and Avolve that makes reference to this Agreement.

"Service Administrator" means the person that You designate to purchase usage of the Avolve Cloud, authorize Users under the Agreement, create accounts for additional Clients and otherwise administer Your use of the Avolve Cloud.

"Subscription Term" means the initial use term ("Initial Term") set forth on Your Order Form and any additional renewal terms (each, a "Renewal Term") to the Avolve Cloud purchased by You.

"Technical Support" or *"Support"* means the end user support for the Avolve Cloud provided by Avolve during the Subscription Term, as defined in Section 3.2 below.

"User(s)" means Your employees and Business Partners authorized by Your Service Administrator to use the Avolve Cloud and for whom You have purchased use rights from Avolve.

"Your Data" means registration information, User and Client information, business and financial information, electronic transmissions and all other data of any kind contained within e-mails or otherwise submitted by You or entered or recorded electronically in the course of Your use of the Avolve Cloud.

2. USE RIGHTS AND RESTRICTIONS; YOUR RESPONSIBILITIES

2.1 Use Rights. Subject to the terms of this Agreement, Avolve grants to You during the Subscription Term the non-transferable (except for the limited right to allow Business Partners to use set forth in this Section 2.1), non-exclusive right to permit Your Users to use the Avolve Cloud (and any Avolve Materials provided to You), subject to Your Authorized Use Limits, solely for Your own internal business operations. Subject to receiving authorization from Avolve (which authorization shall not be unreasonable withheld), Business Partners may use Avolve Cloud solely in conjunction with Your use and may not use Avolve Cloud to run any of Business Partners' business operations**.** You agree to take all commercially reasonable steps to ensure that Business Partners abide by the terms of this Agreement and expressly agree to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by a Business Partner of the conditions of this Agreement.

2.2 Restrictions. The rights granted to You in this Agreement are subject to the following restrictions: (i) Your use of the Avolve Cloud shall be limited to Your Authorized Use Limits and shall not be used outside those Authorized Use Limits or on behalf of Business Units other than those Business Units for whom You have purchased use rights, as evidenced on the Order Form; (ii) You shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make the Avolve Cloud or the Avolve Materials available to any third party; (iii) You shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Avolve Cloud or Avolve Materials, or access or use the Avolve Cloud or Avolve Materials in order to build a similar or competitive product or service; (iv) except as expressly stated herein, no part of the Avolve Cloud or Avolve Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; (v) You shall not disclose any review of the Avolve Cloud, including but not limited to the results of any performance tests, to any third party without Avolve's prior written approval; and (vi) You acknowledge and agree that Avolve shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve Cloud and the Avolve Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by You or any of Your Users relating to the Avolve Cloud or the Avolve Materials.

2.3 General Requirements for Use of the Avolve Cloud. In order to use the Avolve Cloud, You must have access to the Internet and provide all equipment necessary to make and maintain such connection. If not designated in the Order Form, You shall designate a Service Administrator and notify Avolve of the identity and contact information for said Service Administrator. You agree to provide Avolve with Your Service Administrator's e-mail address, to promptly provide Avolve with any changes to such e-mail address, and to accept e-mails (or other electronic communications) from Avolve to Your Service Administrator. Except as otherwise provided in this Agreement, You further agree that Avolve may provide any and all notices, statements, and other communications to You through either e-mail to the Service Administrator or posting on the Avolve Cloud.

2.4 Passwords, Access. Your Service Administrator may designate and add Users and shall provide and assign unique passwords and user names to each authorized User. The Service Administrator shall ensure that multiple Users do not share a password or user name. You acknowledge and agree that You are prohibited from sharing passwords and/or user names with unauthorized users. You will be responsible for the confidentiality and use of Your passwords and user names. Avolve will act as though any electronic communications it receives under Your passwords, user names, and/or account numbers have been sent by You. You agree to immediately notify Avolve if You become aware of any loss or theft or unauthorized use of any of Your passwords, user names, and/or account numbers. You agree not to access the Avolve Cloud by any means other than through the interfaces that are provided by Avolve.

2.5 Transmission Of Data. You understand that the technical processing and transmission of Your Data is necessary to Your use of the Avolve Cloud, and consent to Avolve's interception and storage of Your Data. You understand that You or Avolve may be transmitting Your Data over the Internet, and over various networks, only part of which may be owned and/or operated by Avolve. You agree that Avolve is not responsible for any portions of Your Data that are lost, altered, intercepted or stored without authorization during the transmission of Your Data across networks not owned and/or operated by Avolve.

2.6 Your Responsibilities**.** You will (a) be responsible for Your Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Avolve Cloud and the Avolve Technology, and notify Avolve promptly of any such unauthorized access or use, and (d) use Avolve Cloud and Avolve Technology only in accordance with the Avolve Materials and applicable laws and government regulations.

3. TECHNICAL SUPPORT

3.1 Technical Support. During the Subscription Term, You will be entitled to access online user guides, knowledge bases and self-help tools, and any additional standard technical support resources (collectively, "Technical Support") offered by Avolve from time to time. Avolve's current Technical Support is described at www.Avolvesoftware.com. Technical Support may be modified by Avolve in its sole discretion, effective immediately upon notice to You.

3.2 Expenses. Except as may be otherwise provided herein or as pre-approved in writing, each party will be responsible for all expenses associated with the performance of its obligations hereunder.

4. SUBSCRIPTION FEES; PAYMENT

4.1 Subscriptions. Avolve Cloud is purchased on a subscription basis. Additional Authorized Use Limits may be added during any Subscription Term for the same period as Your existing Subscription Term, prorated for the portion of that Subscription Term remaining at the time the additional Authorized Use Limits are added.

4.2 Fees; Invoices. You will pay all applicable fees. The fees for Avolve Cloud are set forth in the Order Form and are payable in advance, irrevocable and non-refundable except as set forth in the Order Form and this Agreement. Fees are based on the Avolve Cloud version and Authorized Use Limits

purchased and not on actual usage. Quantities purchased cannot be decreased during the relevant Subscription Term. Any fees not paid when due shall, which unless otherwise specified will be thirty (30) calendar days from invoice, accrue interest at the rate of 18% (eighteen percent) per annum, but not to exceed the maximum amount as allowed by law. You agree to provide Avolve with complete and accurate billing and contact information. All payments shall be via electronic funds transfer (EFT) directly deposited into Avolve's designated checking or other bank account. Avolve shall promptly comply with direction and accurately complete forms provided by you required to process EFT payments. Avolve may engage a third party to expedite the payment to Avolve in advance of the actual invoice due date. Upon notification from Avolve, you will redirect invoice payments to any such third party designated by Avolve.

4.3 Taxes. Fees and other charges described in this Agreement do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Taxes") nor or hereafter levied, all of which shall be for Licensee's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to Avolve prior to the execution of this Agreement. If Avolve is required to pay Taxes, You shall reimburse Avolve for such amounts. You hereby agree to indemnify Avolve for any Taxes and related costs, interest and penalties paid or payable to Avolve.

4.4 Suspension Right. Avolve reserves the right to suspend Your access and/or use when any payment is overdue or when Avolve believes that You are using Avolve Cloud or the Avolve Technology not in accordance with the Avolve Materials, applicalbe law, government regulations or this Agreement. You agree that Avolve shall not be liable to You nor to any third party for any suspension of Avolve Cloud pursuant to this Section 4.4. Before suspending You for failure to pay, Avolve shall provided You two (2) electronic notices over no less than a forty-five (45) day period. Such electronic notices may be in the form of an email to your email address on file with Avolve or in the form of a posting that appears when you access the Avolve Cloud. Upon payment in full of all amounts overdue (including any interest owed), You may request the reactivation of Your account. Avolve shall reactivate Your account within fourteen (14) days of Your paying Avolve in advance all applicable reactivation fees, provided that Avolve has not already terminated pursuant to Section 7 of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS; YOUR DATA; CONFIDENTIALITY

5.1 Intellectual Property Rights. Avolve and its licensors own all right, title and interest to the Avolve Technology, the Avolve Cloud and any modifications, ideas, or recommendations provided by You, together with all associated intellectual property rights. This Agreement does not convey or transfer any ownership rights in the Avolve Cloud or Avolve Technology.

5.2 Your Data. As between You and Avolve, You shall remain the sole owner of Your Data. You hereby grant to Avolve the perpetual, irrevocable, worldwide, royalty-free, fully-paid up, non-exclusive, sublicensable right to access, use, copy, modify, make derivative works of, delete, distribute, transfer, transmit, publish and display Your Data (a) solely in connection with Avolve's operation of the Avolve Cloud and (b) without limitation in any manner Avolve determines appropriate provided that Your Data is aggregated with other data and no longer contains any personally identifiable information. You, not Avolve, shall have responsibility for the accuracy, integrity, and reliability of Your Data, and Your use of Avolve Cloud, and Avolve shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Your Data or any destruction, damage, loss or failure caused by Your use of Avolve Cloud. Avolve will use commercially reasonable efforts to protect any of Your Data

provided to Avolve by You in the course of using the Avolve Cloud as confidential in accordance with Section 5.3 below.

5.3 Confidential Information. For purposes of this Agreement, confidential information shall include the business terms in the Order Form, Your Data, the Avolve Cloud and Avolve Materials, and any other information that is clearly identified in writing at the time of disclosure as confidential ("Confidential Information"). Each party agrees: (a) to receive and use commercially reasonable efforts to maintain in confidence all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights hereunder; (c) to limit the internal dissemination of Confidential Information to those officers and employees, if any, of the recipient who have a need to know and an obligation to protect it; and (d) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). Avolve may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for Avolve. Confidential Information shall not include information that: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient; or (5) was independently developed by the recipient without use of or reference to any Confidential Information belonging to the disclosing party. This Section 5.3 will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

6. LIMITED WARRANTIES; INDEMNIFICATION; LIABILITY LIMITATIONS

6.1 Avolve Cloud Warranty. Avolve warrants that the Avolve Cloud will function and perform substantially in accordance with Avolve's standard end user documentation as of the effective date of this Agreement, and that, during Your initial Subscription Term, such functionality will be maintained in all material respects in subsequent upgrades to the Avolve Cloud. Avolve does not warrant that the Avolve Cloud will be error-free. Your sole and exclusive remedy for Avolve's breach of this warranty shall be that Avolve shall be required to use commercially reasonable efforts to modify the Avolve Cloud to comply with the foregoing warranty and if Avolve is unable to restore such functionality You shall be entitled to terminate the Agreement and shall be entitled to receive a pro-rata refund of the Subscription Term fees paid under the Agreement for the remaining portion of the Subscription Term. Avolve shall have no obligation with respect to a warranty claim unless notified in writing of such claim within thirty (30) days of the first instance of any material functionality or performance problem.

6.2 Disclaimer Of Warranties. EXCEPT AS STATED IN SECTIONS 6.1, THE AVOLVE CLOUD AND ALL RELATED SERVICES (INCLUDING ALL TECHNICAL SUPPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTY STATED IN SECTIONS 6.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY AVOLVE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR

PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

6.3 Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION CHARGED BY AVOLVE HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY AVOLVE OF THE RISK OF YOUR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AVOLVE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS, LOST SAVINGS, CURRENCY CONVERSION LOSSES, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR AVOLVE'S PERFORMANCE HEREUNDER, INCLUDING WITHOUT LIMITATION (A) THE AVOLVE CLOUD, AVOLVE TECHNOLOGY OR ANY SERVICES (INCLUDING TECHNICAL SUPPORT), (B) ANY INTERRUPTION OF USE OF THE AVOLVE CLOUD, AVOLVE TECHNOLOGY OR ANY SERVICES (INCLUDING TECHNICAL SUPPORT), OR (C) FOR LOSS, INACCURACY OR CORRUPTION OF YOUR DATA, EVEN IF AVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUBJECT TO ANY GREATER AMOUNT SET FORTH IN THE REFUND PROVISIONS IN SECTIONS 6.1, IN NO EVENT SHALL AVOLVE'S LIABILITY HEREUNDER EXCEED THE AMOUNT THAT YOU PAID TO AVOLVE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PROCEEDING THE EVENT GIVING RISE TO THE CLAIM.

6.4 Indemnification by You. In addition to Your indemnification obligations set forth elsewhere in this Agreement, You will defend Avolve against any claim, demand, suit or proceeding made or brought against Avolve by a third party alleging that Your Data, Your use of Avolve Cloud in breach of this Agreement or Your use any Avolve Technology in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim"), and will indemnify Avolve from any costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) awarded against Avolve as a result of, or for any amounts paid by Avolve under a settlement of, a Claim; provided that Avolve (a) promptly gives You written notice of the Claim, (b) gives You sole control of the defense and settlement of the Claim (except that You may not settle any Claim unless it unconditionally releases Avolve of all liability), and (c) gives You all reasonable available information and assistance necessary to perform Your obligations under this Section 6.5, at Your expense.

6.5 Indemnification by Avolve**.** Avolve will defend You from and against any and all claims brought by any third party against You alleging that Your use of the Avolve Cloud, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of any U.S. patent claims, copyright or trade secret rights, and Avolve will pay damages finally awarded against You in any such claim or settlement thereof; provided that You (a) promptly give Avolve notice of the claim, suit, action, or proceeding; (b) give Avolve sole control of the defense and related settlement negotiations; and (c) provide Avolve with all reasonably available information and assistance necessary to perform Avolve's obligations under this Section. If the Avolve Cloud is held to infringe or in Avolve's opinion is likely to infringe any intellectual property right, Avolve may, in its sole discretion and at its own expense, either procure a license that will protect You against such claim without cost to You or replace the Avolve Cloud with a non-infringing service with comparable functionality. Provided that Avolve complies with this Section 6.5, You shall have no additional remedy against Avolve by reason of a third party infringement claim.

7. TERM AND TERMINATION

7.1 Initial Term; Renewal Terms. The initial Subscription Term ("Initial Term") shall commence upon the date set forth on the Order Form and shall continue for the period of time set forth in the Order Form. Unless otherwise agreed in writing, any additional Authorized Use Limit that is added and authorized after the beginning of the Initial Term shall be added to the Initial Term, prorated for the portion of the Initial Term remaining at the time the additional Authorized Use Limit was added. All pro-rated fees shall be calculated using Avolve's then current fees. Except as otherwise provided in an Order Form or prohibited by law, upon the expiration of the Initial Term, Your subscription shall automatically renew for successive renewal terms of the same length as the Initial Term, at Avolve's then current fees and pricing terms and conditions based on the Authorized Use Limits in effect at the time of renewal. Avolve will provide You with notice of the fees due for the Renewal Term at least ninety (90) days prior to the commencement of the renewal term. You may elect not to renew the Subscription Term (or elect to reduce Authorized Use Limits) by providing written notice to Avolve at least forty-five (45) days prior to the commencement of the renewal term.

7.2 Termination; Effect of Expiration or Termination. In the event of any breach of this Agreement by either party, the non-breaching party shall have the right to terminate the Agreement (or the relevant Order Form) for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail. Avolve shall also have the suspension rights set forth in Section 4.4. Upon any termination of the Agreement or an Order Form, Your right to access and use the Avolve Cloud and Avolve Materials shall terminate. Upon any termination or expiration of this Agreement, You agree that (a) Avolve has no obligation to retain Your Data or any Avolve Technology required to provide You the Avolve Cloud and (b) both may be irretrievably deleted from the Avolve Cloud. Your obligation to make a payment of any outstanding, unpaid fees and reimbursable expenses shall survive termination of this Agreement. In addition, the following provisions shall survive any termination of this Agreement: Sections 4, 5, 6, 7, and 8. .

8. GENERAL PROVISIONS

8.1 Notice. Notices regarding this Agreement to Avolve shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to Avolve at the address provided on the Order Form. Avolve may give notice applicable to Avolve's general Avolve Cloud customer base by means of a general notice on the Avolve Cloud portal, and notices specific to You by electronic mail to Your Service Administrator's e-mail address on record with Avolve, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Your address on record in Avolve's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile, e-mail or posting to the Avolve's Service portal.

8.2 Export. You agree that U.S. export control laws and other applicable export and import laws govern Your use of the Avolve Cloud, including Avolve Technology. You represent that You are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Avolve Cloud or Avolve Technology in any manner that would violate applicable law, including but not limited to export control laws and regulations.

8.3 Force Majeure. Except for Your obligation to pay for the Avolve Cloud rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

8.4 Governing Law; Limitations Period. This Agreement shall be governed by the laws of the State of Arizona and controlling U.S. federal law. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Maricopa County, Arizona, and each party hereby submits to the personal jurisdiction of such courts and waives any defense relating to venue or forum non convenience. You must initiate a cause of action for any claim(s) arising out of or related to this Agreement and its subject matter within one (1) year from the date when You knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

8.5 Integration; Modification. This Agreement together with any applicable Order Form, represents the parties' entire understanding relating to the Avolve Cloud, the Avolve Materials, and supersedes any prior or contemporaneous, conflicting or additional, communications. Except as otherwise set forth herein, the terms and conditions of this Agreement may only be amended by written agreement of the parties. Nothing contained in any purchase order submitted by You other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this Agreement or the Order Form.

8.6 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

8.7 Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Avolve and You as a result of this Agreement or use of the Avolve Cloud.

8.8 Assignment. You may not, without Avolve's prior written consent, assign, delegate, pledge or otherwise transfer this Agreement, or any of Your rights or obligations under this Agreement, or the Avolve Materials or Avolve Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. Any purported assignment in violation of this Section shall be void. Avolve reserves the right to provide some or all of the Avolve Cloud (including but not limited to Technical Support) from locations, and/or through use of third party providers, located worldwide.

8.9 Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

This Hosted Service Levels Agreement ("HSLA") defines the levels and allowed uses of services which Avolve Software, Inc. ("Avolve") shall provide in accordance with a customer's Software Order Form and all other Avolve agreements and General Terms & Conditions (GTCs). In the case of a conflict between the terms of this HSLA and the other agreements or GTCs, this HSLA shall control.

1. Service level Guarantees

1.1. **Network Guarantee:** Avolve guarantees that our data center network will be available 100% of the time in a given month, excluding scheduled maintenance. The data center network means the portion of the hosting network extending from the outbound port on your edge device to the outbound port of the data center border router and includes host's managed switches, routers, and cabling.

1.1.1. **Network Credit:** Should Avolve fail to meet any of the commitments set forth in the Network Guaranty, AS CUSTOMERS SOLE AND EXCLUSIVE REMEDY Avolve will credit your account 5% of the monthly fee for each one (1) hour of network downtime, up to 100% of your monthly fee for the affected server.

1.2. **Infrastructure Guarantee:** Avolve guarantees that data center HVAC and power will be functioning 100% of the time in a given month, excluding scheduled maintenance. Power includes UPSs, PDUs and cabling, but does not include the power supplies on your servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems.

1.2.1. **Infrastructure Credit:** Should Avolve fail to meet any of the commitments set forth in the Infrastructure Guaranty, AS CUSTOMERS SOLE AND EXCLUSIVE REMEDY Avolve will credit your account 5% of the monthly fee for each one (1) hour of infrastructure downtime, up to 100% of your monthly fee for the affected server(s).

1.3. **Hardware Guarantee:** Avolve guarantees the functioning of all server hardware components and will replace any failed component at no cost. "Hardware" means the processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the server. Hardware replacement will begin once Avolve identifies the cause of the problem. Hardware replacement is guaranteed to be complete within two hours of problem identification.

1.3.1. **Hardware Credit:** Should Avolve fail to meet any of the commitments set forth in the Hardware Guaranty, AS CUSTOMERS SOLE AND EXCLUSIVE REMEDY Avolve will credit your account 5% of the calculated monthly fee per additional hour of downtime, up to 100% of your monthly fee for the affected server(s).

2. Acceptable Use Policy

2.1. **Abuse:** You may not use Avolve's network or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior.

2.2. **Copyrighted Material**: You may not use Avolve's network or services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image, or other work protected by copyright law unless you have been expressly authorized by the owner

of the copyright for the work to copy the work in that manner or you are otherwise permitted by established copyright law to copy the work in that manner.

2.3. **Other:** You must have valid and current information on file with your domain name registrar for any domain hosted by Avolve. You may only use IP addresses assigned to you by Avolve in connection with your Avolve services. You agree that if you register a DNS record or zone on Avolve managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrars WHOIS system, that, upon request from the registrant or administrative contact according to the registrars WHOIS system, Avolve may modify, transfer, or delete such records or zones.

3. **Requesting a Credit:** The Credit will be applied to the clients next invoice that is due, after the credit has been requested and approved by a member of the Avolve management staff. In order for a customer to receive a credit on their account, the customer must request the service credit within seven (7) business days of the incident in which the goal was not met. This credit request must come from the authorized e-mail account for the customer's account, and must be submitted directly in the form of a ticket via the customer's portal account. The ticket must include the customer's account information. The Credit Request will be reviewed by a member of Avolve's Management staff to make sure the request is valid, and the customer will receive notification of a Service Credit approval or denial. If a Service Credit Request has been approved, the Service Credit will be applied to the customers next due invoice. No credit will be available under any guaranty for interruptions of service resulting from Acceptable Use Policy violations.

4. **Amendments:** Customer agrees that Avolve may, in its reasonable commercial judgment, amend the HSLA and/or AUP from time to time to further detail, modify, or describe guaranties, credits, restrictions, and conditions of this service. Amendments to this document are effective on the earlier of Avolve's posting notice on their website (avolvesoftware.com) that an amendment has been made or the beginning of any new term.

5. Avolve Cloud Security Policy

5.1. User Encryption for External Connections

Customer access to the system is through the Internet. Where SSL encryption technologies are used, SSL connections are negotiated for at least 128 bit encryption or stronger. The private key used to generate the cipher key is at least 2048 bits. It is recommended that the latest available browsers certified for Avolve applications, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled applications.

5.2. Network Access Control

Avolve Cloud operations teams access customer environments through a segregated network connection, which is dedicated to environment access control and isolated from Avolve's internal corporate network traffic. Authentication, authorization, and accounting are implemented through standard security mechanisms intended to allow only approved operations and support engineers to have access to the systems.

5.3. Network Bandwidth and Latency

Avolve is not responsible for Customer’s network connections or for conditions or problems arising from or related to Customer’s network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet. Avolve monitors its own networks and will use

commercially reasonable efforts to notify customers of any internal issues that Avolve becomes aware of that Avolve, in good faith, believes are highly likely to impact availability.

5.4. Anti-Virus Controls

Avolve Cloud employs industry standard anti-virus software to scan uploaded files. Viruses that are detected are removed (or quarantined) automatically, and an alert is automatically generated which initiates Avolve's incident response process. Virus definitions are updated daily.

5.5. Firewalls

Firewalls are utilized to control access between the Internet and Avolve Cloud Services and are intended to allow only authorized traffic. Avolve managed firewalls are deployed in a layered approach to perform packet inspection with security policies configured to filter packets based on protocol, port, source, and destination IP address in order to identify authorized sources, destinations, and traffic types.

5.6. System Hardening

Avolve employs standardized system hardening practices across all Avolve Cloud devices. This includes restricting protocol access, removing or disabling unnecessary software and services, removing unnecessary user accounts, patch management, and logging.

5.7. Physical Security Safeguards

Avolve provides computing facilities for production cloud infrastructure which include the following security safeguards:

- Physical access requires authorization and is monitored.
- Everyone must visibly wear official identification while onsite
- Visitors must sign a visitor's register and be escorted and/or observed when on the premises
- Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving Avolve employment must return keys/cards
- Premises are monitored by CCTV
- Entrances are protected by physical barriers designed to prevent vehicles from unauthorized entry
- Entrances are manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and visitor escort management

5.8. System Access Control & Password Management

Access to Cloud systems is controlled by restricting access to only authorized personnel. Avolve enforces password policies on all infrastructure components and cloud management systems used to operate the Avolve Cloud environment.

System access controls include system authentication, authorization, access approval, provisioning, and revocation for employees and any other Avolve-defined 'users'. Customer is responsible for all end user administration within the application. Avolve does not manage the Customer's End User accounts. Customer may configure the applications and additional built-in security features to meet its business or compliance needs.

5.9. Review of Access Rights

Network and operating system accounts for Avolve employees are reviewed monthly to ensure appropriate employee access levels. In the event of employee terminations, Avolve takes prompt actions to terminate

network, telephony, and physical access for such former employees. Customer is responsible for managing and reviewing access for its own employee accounts.

5.10. Data Management / Protection

During the use of Avolve Cloud services, Avolve Cloud customers maintain control over and responsibility for their data residing in their environment. Avolve Cloud services provide a variety of configurable information protection services as part of the subscribed service. Customer data is data uploaded or generated for use within the Avolve Cloud Services.

5.11. Physical Media in Transit

Designated Avolve personnel handle media and prepare it for transportation according to defined procedures and only as required. Digital media is logged, encrypted, securely transported, and as necessary for backup archiving vaulted by a third-party off-site vendor. Vendors are contractually obligated to comply with Avolve-defined terms for media protection.

5.12. Data Disposal

Upon termination of services or at Customer's request, Avolve will delete environments or application data residing therein according to Avolve standard practices, which may be up to 120 days afterwards in a manner reasonably designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on Avolve preventing it from deleting all or part of the environments or data.

City of Austin

P.O. Box 1088, Austin, TX 78767

Purchasing Office
Shawn Willett
512-974-2274 office
512-974-2388 fax
shawn.willett@austintexas.gov

Cindy Bernstein
Director Sales
Avolve Software Corporation
4835 East Cactus Road, Suite 420
Scottsdale, Arizona 85254

Sent via email to: cbernstein@avolvesoftware.com

May 27, 2014

Re: Request for Proposal SMW0120, Electronic Plan Review Software

Dear Ms. Bernstein,

The City would like to engage in discussions with your company in reference to your response to the above-referenced solicitation. To facilitate the discussions, Elisa Folco has been added to the Authorized Contact Person list for the above-referenced solicitation. She will be contacting you in regards to this contract.

Elisa Folco
Contract Administrator
Email: Elisa.Folco@austintexas.gov
Phone: 512-974-1421

To remain in compliance with the City's No Contact Ordinance, please restrict all communications regarding this solicitation to myself and Ms. Folco.

Respectfully,

Shawn M. Willett

Shawn M. Willett
Corporate Contract Compliance Manager
City of Austin – Purchasing Office

ATTACHMENT A: COST PROPOSAL – WITH CLARIFICATIONS

The City anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the City's stated objectives. The City reserves the right to award in our best interest including options such as the software without services etc.

Software and Maintenance Costs

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software					
Licensing					
Hosting Fees (if Vendor hosted)					
Annual Maintenance and Support					
Other Costs if Required*					
Per Year Total					

*Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software referenced in the response to Requirements.

Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation for both phases.

Description	Phase One Cost	Phase Two Cost
Implementation Services		
Training		
System Integrations		
Other Costs if Required		
Total Cost		

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)				

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items are for informational purposes and will not be considered as part of the cost evaluation of the proposal.

Company Name: _____

Signature: _____

Printed Name: _____

Date : _____

Municipal Building
124 West 8th Street, Room 308, Austin, TX 78701

April 18, 2014

Cindy Bernstein
Sales Director
Avolve Software
4835 E. Cactus Road, Suite 420
Scottsdale, AZ 85254

Sent via email to cbernstein@avolvesoftware.com

Dear Ms. Bernstein:

Thank you for submitting your proposal response for an electronic plan review software solution for the City of Austin.

Your firm is invited to meet with City staff on Friday May 9th, 2014 @ approximately 9:00 a.m. for a presentation and demonstration in regards to this project. The details of the presentations and demonstrations are being finalized and I will follow up with you by the end of the business day on Monday April 28th with further more exact information.

We look forward to meeting with the firm and project team members who will be participating in this session.

In addition, we also would like some further clarification in regards to your response on the following:

- Technical requirements 5.2 and 5.17 describe the technical requirement of a GIS system component to the solution proposed. Please provide updated costs in the attached Cost Proposal Sheet if GIS functionality is removed from the scope of the project.

- Please clarify the maximum number of students supported for training as described in Supplemental Requirement 5, Training, and updated costs if applicable should the City choose to increase or decrease the number of students.

Please have updated cost proposal sheets and any other additional required information e-mailed back to me no later than 5:00 PM on Friday April 25th, 2014.

Please let me know if you have any questions via e-mail at shawn.willett@austintexas.gov.

Sincerely,

Shawn M. Willett

Shawn M. Willett, CPPO
Corporate Contract Compliance Manager
City of Austin
Purchasing Office

ATTACHMENT A: COST PROPOSAL – WITH CLARIFICATIONS

The City anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the City's stated objectives. The City reserves the right to award in our best interest including options such as the software without services etc.

Software and Maintenance Costs

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software					
Licensing					
Hosting Fees (if Vendor hosted)					
Annual Maintenance and Support					
Other Costs if Required*					
Per Year Total					

*Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software referenced in the response to Requirements.

Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation for both phases.

Description	Phase One Cost	Phase Two Cost
Implementation Services		
Training		
System Integrations		
Other Costs if Required		
Total Cost		

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)				

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items are for informational purposes and will not be considered as part of the cost evaluation of the proposal.

Company Name: _____

Signature: _____

Printed Name: _____

Date : _____

TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Shawn M. Willett, Senior Business Process Consultant

DATE: January 3, 2014

SUBJECT: Approval to use Zero Goals for Solicitation No. SMW0120
Project Name: Electronic Plan Review Software Solution
Commodity Code(s): 20811
Estimated Value: $400,000

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

__X__ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

This is a very specialized software only available through a very limited number of companies and any type of implementation or maintenance will have to be done by the same company as customizations will be needed and only the company will have the proprietary source code information to provide it.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at (512) 974-2554

_____Approval is hereby granted to use the above Goals.

_____Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons: No subcontracting opportunities.

Veronica Lara, Director

Date: 1/14/14

cc: Lorena Resendez, DSMBR
Lynda Thorpe, Purchasing

Issued 5/2/96

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

SOLICITATION NO: SMW0120

DATE ISSUED: February 3, 2014

COMMODITY/SERVICE DESCRIPTION: Purchase of Electronic Plan Review Software Solution including Implementation and Maintenance

REQUISITION NO.: RQM 5600 14012900176

COMMODITY CODE: 20811

PRE-PROPOSAL CONFERENCE TIME AND DATE: February 21, 2014 at 10:30 AM

LOCATION: One Texas Center, 505 Barton Springs Road Room #325

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Ms. Shawn M. Willett
Senior Business Process Consultant

Phone: (512) 974-2554
E-Mail: Shawn.Willett@austintexas.gov

PROPOSAL DUE PRIOR TO: 3:00 PM on March 20, 2014

PROPOSAL CLOSING TIME & DATE: 3:00 PM on March 20, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL MARKED AS "ORIGINAL", 6 COPIES MARKED AS "COPY", AND 2 ELECTRONIC COPIES OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SCOPE OF WORK	26
APPA	APPENDIX A, CURRENT STATE SUBDIVISIONS WORKFLOW	2
APPB	APPENDIX B, USER PROFILES	5
APPC	APPENDIX C, DEFINITIONS	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
ATTA	ATTACHMENT A, COST PROPOSAL SHEET	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #310 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to

perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:_____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative:_____

Title:_____

Signature of Officer or Authorized Representative:_____

Email Address : _____

Phone Number : _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP SMW0120

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 5:00 pm on March 3, 2014 either via fax at (512) 974-2388 or email at shawn.willett@austintexas.gov.

2. **PRE-PROPOSAL MEETING**

   A pre-proposal meeting will be held on February 21, 2014 at 10:30 AM

   Location: One Texas Center
   505 Barton Springs Road, Room #325
   Austin, Texas 78704

   *This meeting is not mandatory however attendance is strongly suggested

3. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

      City of Austin Purchasing Office
      P. O. Box 1088
      Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage

(b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:
   (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
   (b) Contractor/Subcontracted Work.
   (c) Products/Completed Operations Liability for the duration of the warranty period.
   (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of $1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **TERM OF CONTRACT:**

A. The Contract shall be in effect for the initial purchase and implementation and after final acceptance by the City of Austin, may be extended thereafter for up to five additional twelve month periods for maintenance and support, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

5. **CODE INTEGRITY:** Proposers will warrant that their software does not and will not contain any program routine, device, code or instructions (including any code or instructions provided by third parties) or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, bug, error, defect or trap door (including year 2000), that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming the City's software, any computers, networks, data or other electronically stored information, or computer programs or systems (collectively, "disabling procedures"). If the solution incorporates into the City's software programs or routines supplied by other Vendors, licensors or contractors, the Proposer shall obtain comparable warranties from such providers or shall take appropriate action to ensure that such programs or routines are free of disabling procedures. Notwithstanding any other limitations in this agreement, the Proposer agrees to notify the City immediately upon discovery of any disabling procedures that are or may be included in the software, and, if disabling procedures are discovered or reasonably suspected to be present in the software, the Proposer agrees to take action immediately, at its own expense, to identify and eradicate such disabling procedures and carry out any recovery necessary to remedy any impact of such disabling procedures.

6. **SOURCE CODE ESCROW AGREEMENT:** At the City of Austin's option, the Contractor's source code shall be placed in escrow deposit with a nationally recognized escrow firm for the benefit of the City of Austin. Escrow deposits by the Contractor shall be kept current with all modifications, releases and fixes throughout the life of the System. Break out this cost separately in your cost proposal.

7. **LOCATIONS:** The work required by this RFP will require the Vendor to perform work and/or visit the following locations:

One Texas Center - 505 Barton Springs Rd., Austin Texas 78704
Austin Housing Authority - 1124 Riverside Dr., Austin Texas

City expects that work related to this RFP will be performed remotely by Vendor and/or On-Site at the locations specified above. All requirements gathering sessions, meetings, prototype sessions, demonstrations, testing will be performed On-Site at City offices in Austin, Texas.

If Vendor proposes to perform any work remotely that requires access to City network resources, Vendor shall complete City's remote access forms at least 30 days prior to remote access being required.

8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Management
Attn:	Stacey Wuest
Address	1124 South IH 35, Suite 300
City, State Zip Code	Austin, Texas 78704

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be $1000 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of $1000 per calendar day for each calendar day of delay.

10. **RETAINAGE:** The City will withhold ten percent (10%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

11. **LIVING WAGES**

A. The minimum wage required for any Contractor employee directly assigned to this City Contract is $11.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. The City requires Contractors submitting Offers on this Contract to provide a certification **(see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

D. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages Employee Certification**

included in the Solicitation) for all employees directly assigned to the contract. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.

F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

12. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

13. **NON-SOLICITATION:**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a

Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

15. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300)

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

16. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract for maintenance and support and hourly wages shall remain firm for the first twelve month option period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed five percent (5%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
   (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
   (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

   (1) Utilize final Compilation data instead of Preliminary data
   (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:**

Weight % or $ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU34	
X Not Seasonally Adjusted	☐ Seasonally Adjusted
Group: Software Publishing	
Item: Software Publishing Base Date : 200906	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Maintenance Fees/Hourly rates	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

17. **INTERLOCAL PURCHASING AGREEMENTS:**

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

18. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Stacey Wuest

IT Project Manager

(512) 974-2584

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

0500 SCOPE OF WORK TABLE OF CONTENTS

1.0 INTRODUCTION 2

1.1 PURPOSE OF REQUEST FOR PROPOSAL 2
1.2 BUSINESS GOALS 2

2.0 DESCRIPTION OF CURRENT STATE 3

2.1 CURRENT BUSINESS PROCESS AND ENVIRONMENT 3
2.2 CURRENT SYSTEM ENVIRONMENT 3

3.0 PROJECT SCOPE 5

3.1 SUMMARY 5
3.2 VENDOR'S RESPONSIBILITIES 6
3.3 CITY OF AUSTIN'S RESPONSIBILITIES 8

4.0 TECHNICAL REQUIREMENTS 8

5.0 FUNCTIONAL REQUIREMENTS 12

5.1 1. PERFORM INTAKE 14
5.2 2. SUBMIT REMITTANCE 17
5.3 3. QUALITY REVIEW SUBMITTAL PACKAGE 18
5.4 4. REVIEW SUBMITTAL PACKAGE 21

1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

The City of Austin, Planning and Development Review Department (PDRD), invites sealed proposals for the purchase of Electronic Plan Review Solution (EPRS) including software licensing and implementation services for in accordance with the specifications and provisions contained herein.

The objective is to secure a world class solution that enables customers to upload plans and supporting documents through a secure channel, pay any associated fees, and enable staff to review, markup and manage submitted documentation electronically. At the end of the process, the final plans would be archived and saved for future reference by customers and staff. The City prefers that the solution offered by the proposing party support and integrate with record retention guidelines, permitting/case management systems and portals, content management systems, geospatial systems and public facing web sites. The solution should also operate as a standalone tool, independent of one or all system integrations.

All plans would be processed electronically for required and suggested changes to meet engineering, technical, and City code specifications. The EPRS would manage version control independently or as an integrated component of the City's Electronic Document and Information Management System (EDIMS). The EPRS would enforce security roles to ensure access to documents is limited to appropriate users. The EPRS could be used as a standalone system and/or seamlessly interface with the case management system to support business processes.

The purpose of this RFP is to procure a solution either hosted and managed by the City or by the selected Vendor. The winning Proposer will provide the software application, training, and successful configuration and implementation of the solution.

1.2 Business Goals

Internal Business Goals (City Facing):

- Reduce the space required to store, recycle or archive (on and offsite) paper copies of site/building plans
- Reduce the need for staff to physically manage paper copies of site/building plans
- Improve communication between and amongst reviewers and case managers, who may be in different departments in various locations
- Reduce the cycle time and/or number of cycles to submit and review plans
- Efficient collaboration, scalability and accessibility by multiple City departments and external partners
- Minimize costs for maintaining and configuring the system over the long term as new and changing requirements emerge

External Business Goals (Citizen Facing):

- Ability to "Be Green" by interacting with City departments remotely
- Ability for applicants to securely and electronically submit plans in association with a permit and/or plan review application and pay online for plan review and/or permitting services
- Improve communication between applicant and City staff
- Reduce the cycle time and/or number of cycles to submit and review plans

2.0 DESCRIPTION OF CURRENT STATE

2.1 Current Business Process and Environment

Organizational Structure and Geography: PDRD's Land Use Review (LUR) division is responsible for the intake, tracking, and review process of site and subdivision plans. Review tasks are typically completed in an office environment. Reviewers are spread across multiple City building locations, although a majority reside at One Texas Center (OTC) as part of the cross functional "One Stop Shop (OSS)". Some reviewers conduct site visits and are currently using paper in the field to complete their tasks.

Key Stakeholders and Users: Key stakeholders impacted by a shift from paper to electronic based site and subdivision plan review include builders, reviewers across City departments*, PDRD Inspections, the Development Assistance Center (DAC) at OTC, and PDRD management. External stakeholders include county government, school districts, local businesses, citizens and professional associations.

> **Departments of the plan review process include PDRD, Austin Energy (AE), Parks and Recreation (PARD), Fire (AFD), Transportation (ATD), Austin Water (AWU), Health and Human Services (HHSD), Public Works (PWD) and the Watershed Department (WPD).*

See Appendix B for a description of the primary roles which expect to be impacted by the EPRS.

Current Business Process: Applicants schedule appointments with LUR Intake at One Texas Center (OTC) to submit their application, initial set of plans, documentation and pay a review deposit fee. Submitted plans go through a cursory "Completeness Check" paper based review process by multiple disciplines. If approved, applicants schedule a formal submittal appointment to submit numerous copies of plan sets, resubmit any updated documents and pay the estimated review fee. Plans go through a complicated routing process to the different disciplines such as structural engineering, traffic, and fire. PDRD staff is responsible for making sure each plan is reviewed and approved by the authority of each pertinent discipline. Depending on complexity of the plans they may be routed to different review staff prior to completing the review cycle.

See Appendix A for the paper –based end-to-end business workflow.

In the last five years, PDR plan review case load has increased by approximately 1,000 cases per year. In FY2013, PDR processed approximately 14,000 plan review cases and issued over 63,000 permits. PDR plan review case types include Subdivision, Subdivision Joint City/County, Site Plan, Zoning, Commercial and Residential.

2.2 Current System Environment

Case Management: PDRD currently uses AMANDA v4/v5/v6 as the system of record for most core business functions. There are approximately 400+ active, and 500+ read only users. It is relied on heavily by PDRD and other departments for business workflow and data reporting. All staffing assignments, plan review statuses, review comments, permitting, legal data, holds, flags, Certification of Occupancy, historic data and payment information are managed using the AMANDA system.

Document Management: Applications and final plan sets are currently scanned and stored electronically in a network shared drive. As part of the site plan and subdivision workflow, applicants submit electronic files via thumb drive to Intake staff. All files are linked to the applicable case within AMANDA. The business goal is to integrate AMANDA with the City's electronic document management system. Paper files are currently archived offsite.

GIS: Most PDRD reviews rely on GIS information. The Communications and Technology Management (CTM) department provides addresses and creates polygons for subdivision, site plan, and zoning cases. Other City departments produce elements such as service area boundaries, watershed boundaries, etc. Staff are using ArcGIS desktop, and two internally developed web maps (Jurisdiction and Development). The business goal is to reduce the use of ArcGIS Desktop in favor of the web maps and specialty maps in ArcGIS Online. AMANDA uses GIS data to autofill some data points, and Reviewers use GIS as an important source of information during the review process.

Merchant Processor: Chase Bank, N.A. is the citywide bank for the City of Austin. Chase Paymentech interfaces between PayConnexion and the card holders' bank to facilitate credit card transactions.

Web Portal: AMANDA Portal I is available from the City's website to authenticated users doing business with the City. Users (primarily contractors or their designated agents) can look up permit details, request inspections, view inspection status, review escrow account balances, and self-assign trade permits to active building permits. The City is currently upgrading to AMANDA Portal II and is planning to expand functionality online, including the ability to apply for permits and pay for services via credit card.

Website: There are approximately 100 applications available online. About 20% are fillable and printable. The remainder are printed and manually completed, and must be scanned for transmission via email. The PDR website contains a substantial amount of information for the public and is currently being re-organized and indexed.

3.0 PROJECT SCOPE

3.1 Summary

The Vendor's proposal should include an explanation of all services and products necessary to implement a customer centric system that meets the business objectives and conforms to the requirements and constraints as described in this RFP including, but not limited to:

- Project management
- World class /best practice process use cases
- Definitions of roles, responsibilities, and skillsets required to implement and maintain solution
- Architecture assessment, capacity planning and recommendations
- Software licensing
- Hardware recommendations
- Development, Test and Production environments
- Solution customization and configuration
- Technical Design documentation
- Integration with City enterprise systems as appropriate
- Test Plan and testing
- Performance testing and tuning
- Defect resolution
- User acceptance testing support
- Implementation and stabilization
- Maintenance and support
- Training
- Knowledge transfer
- Product documentation
- Disaster Recovery plan
- Archiving and records retention procedures
- Change management processes

The EPRS must be implemented in phases. The successful Proposer will be responsible for the implementation process for both phases. Phase one will encompass Site Plan and Subdivision Review processes; Phase two will address Zoning, Commercial and Residential review processes. The City prefers solutions that are innovative, world class, and employ supportable industry best practices and tools. Additional expansion is anticipated across City departments for other review processes.

Vendors that have a mature set of configurable features are preferred. The City prefers solutions that can meet all objectives and requirements while minimizing the number of integration points. However, Vendor solution should be scalable and includes a robust set of APIs to support any needed systems integration (preferably through IBM Integration Bus (IIB)) required to meet solution objectives. Potential integrations could include, but not limited to:

- Permitting and case management tool (currently AMANDA)
- Portal accessible by authenticated users doing business with the City (currently AMANDA Portal)

- Chase PayConnexions for online payment processing
- OpenText eDocs electronic document and information management system (EDIMS)

The Buyer will provide network infrastructure and facilities to support the solution (unless Vendor hosted). The Vendor must furnish and install a fully functional system that meets the objectives specified in a negotiated contract. Buyer and Vendor responsibilities are noted below. The final contract will dictate specifics of the Scope of Work (SOW) for both Buyer and Vendor.

3.2 Vendor's Responsibilities

The Vendor will be responsible for all set-up, configuration and testing of the solution to meet the needs of the City's functional and technical requirements as described in this RFP. The Vendor will review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.

The Vendor will be responsible for designing, configuring, constructing and testing all interfaces between systems. Upon the completion of each interface, the Vendor will provide the City with documented dependencies between the systems along with specific guidelines for maintaining connectivity and up time.

The Vendor shall:

1. Submit a detailed statement of work prior to proceeding with system implementation. The statement of work will outline each phase of the implementation process through post go-live support. Provide clearly defined payment milestones with associated deliverables and acceptance criteria for each. The statement of work must be approved and signed by the City of Austin project sponsor prior to beginning the system implementation.
2. Provide a project manager that will report to the designated project manager of the City of Austin. The Vendor's project manager will be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessments.
3. Develop and maintain a project schedule for the duration of the project. The schedule must be submitted with the statement of work and must be approved by the City of Austin project sponsor. The schedule will include detailed steps of the project through post go-live support. Milestones and project risks should be outlined in the schedule.
4. Review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.
5. Assist the City in determining standardized reporting needs and lead the development/configuration of the reports necessary to support business functions as determined by the Planning and Development Review Department.
6. Install any software necessary to support design, configuration, and testing. Vendor's personnel that will be responsible for installing the software must have the appropriate certifications.
7. Plan, lead and staff data mapping and application programming efforts associated with integrating the EPRS with existing City systems.
8. Recommend to City system specifications required to perform the Services requested in this RFP in a virtualized environment. Vendor shall provide a recommended system sizing and architecture that considers:
    - Initial system for configuration, design, and development;

- System for testing in a production equivalent environment;
- Automated processes for migrating configurations and appropriate data from one environment to another, e.g. from development to test and to test to production; and
- Complete system sizing and architecture to address environment for release updates, training, development, testing and production with the test and production environments being equivalent or practically equivalent for testing purposes

9. Assess City's WAN and LAN capacity as it relates to the implementation of the EPRS and make specific recommendations concerning any needed upgrades. In conducting its assessment, Vendor must provide average per session bandwidth requirements which shall be calculated and provided to the City so that network bandwidth requirements may be determined. Example: 100Kbps per session; therefore 25 users require 2,500Kbps.
10. Recommend and perform performance tuning of databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. This includes batch and online software tuning, as well as data conversion software tuning, upgrade script tuning, server tuning, database tuning, and any tuning required as a result of Load and Stress Test results or deployment methodology.
11. Provide detailed architecture diagrams depicting the components of the solution, an entity relationship diagram (ERD) and data dictionary that clearly describe integration points between the Vendor system and City applications.
12. Conduct unit, system, integration, performance, security, disaster recovery and regression testing. Take corrective actions on problems identified during testing.
13. Provide testing support to assist the City to define and meet the Requirements and provide recommendations for testing.
14. Provide comprehensive training, including but not limited to system administration, system configuration, plan review processes, workflow, report writing, and any other process necessary to effectively administer and utilize the system. The contractor provided training material must be specific to the City of Austin and illustrate Austin scenarios. Materials will be provided in hard copy format for classroom training sessions and soft copy format for future reproduction and/or modification by the City of Austin. All training material becomes the property of City of Austin for future implementation phases.
15. Rectify any deficiencies noted by the Communications and Technology Management (CTM) Security Officer prior to system operation.
16. Provide comprehensive post-implementation support, including any recommendations for system stabilization, for a period of ninety (90) days after production turnover is complete and stable, live use of the EPRS has commenced. The system shall meet agreed upon service levels during the Deployment and Go Live support phase.
17. Capacity planning with an assessment of the sizing of production infrastructure hardware and systems software.
18. Specify disk-sizing requirements for databases, code, and any necessary work areas and temporary storage for at least ten (10) years of online data storage.
19. Demonstrate that the configured software meets the project requirements so that City may review and approve it.

3.3 City of Austin's Responsibilities

The City's personnel will be responsible for connecting the selected Vendor to appropriate resources within the various City departments in order to implement the solution. The City's project team will be comprised of a project manager, as well as technical and functional resources from the City's Planning and Development Review department (PDRD), Communications and Technology Department (CTM), and other individual departments as necessary.

The City will provide the following:

- Project prioritization and scheduling with the selected Vendor's project manager
- Access to office sites during normal business hours, based on approved Criminal Background Investigation and formal badging process.
- Related documentation and/or access to appropriate technical resources
- Issue identification, prioritization, communication to Vendor support staff
- Scheduling and coordinating of regular project team meetings and work sessions as needed
- Office space for Vendor project management or technical resource staff, if needed
- Facilities, including telephones, personal computer hookups, and access to copy and fax machines
- Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment
- Conduct acceptance testing with assistance, if necessary, by Vendor
- Review and approval of milestones, deliverables, status reports and invoices

4.0 TECHNICAL REQUIREMENTS

Req#	Requirement Description	Required Response
4.1	**System Administration Model:** System should be managed with minimal City resources and/or support decentralized, role based administration.	Provide detailed staffing requirement chart indicating positions and skill level necessary to support the system post go-live. Include daily time commitment of each staff member. Describe how/if the proposed system can be utilized and administered by multiple departments independently.
4.2	**System Upgrades:** The system should maintain the integrity of data at all times including implementation of changes.	Describe how system upgrades or patches impact any customized code, configurations or data (including archived data). Describe technical infrastructure configuration and change management methodology activities, procedures, tools and templates. Describe how system upgrades or patch changes are documented and communicated.
4.3	**Configuration Management:** Solution should be configuration oriented and include procedures/tools for ensuring the integrity of programs and configuration settings.	Describe how system configuration changes would be documented and controlled in all environments (Development, Testing, Production, Disaster Recovery, etc.).

4.4	**Solution Scalability:** The solution should be scalable for future growth.	Provide the number of concurrent users the proposed system can support, and explain the software and hardware changes required to allow growth. Include the licensing structure and the cost levels.
4.5	**Recovery Plan:** The Vendor should provide (and maintain, if Vendor hosted) a recovery test plan and recovery test procedures that result in a full recovery of the system and data following full and partial system failures.	Provide a copy of your recovery test plan and procedures, and provide documentation of periodic tests performed. Specify, where possible, the Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) supported by the proposed solution and the proposed outage notification process and tools used.
4.6	**Performance:** The proposed system should be capable of meeting service performance targets by modifying, adding capacity, increasing bandwidth, etc.	Explain expected performance of the proposed system components and how the system may be modified to meet expected performance with expanded or long term use. Provide any file size restrictions or recommendations.
4.7	**Availability:** The proposed solution shall be capable of providing 99.9% uptime if the City chooses to require it. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	If the proposed solution provides high availability level of service, specify the components required (such as Oracle RAC or Data Guard), and indicate if such components are included in the proposal. Indicate the Availability metric proposed based on the City's objectives.
4.8	**Security Auditing:** The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Describe how the proposed system provides for monitoring and auditing of transactions for confidentiality and integrity. Indicate the format in which the logs are stored. Provide a sample report/set of log entries.
4.9	**Security Monitoring:** System access shall be able to be monitored regularly to thwart attempts at unauthorized access and to confirm that access control standards are effective.	Describe how authorized users monitor (in near real-time) and report on activities performed by or to a particular user, group, application, device, or file.
4.10	**Interfaces/Integration:** Solution shall be able to operate separately or interface/integrate with one or more systems.*	Describe how the recommended solution will interface/integrate with existing systems and how the solution will be open and flexible enough to interface/integrate with systems (including SaaS) in the reasonably foreseeable future. Include any exceptions or limitations, explanation of real-time or near real-time data interchanges, and how data is

		made available to other modules or external applications.
4.11	**Technical and Solution Architecture:** The system must conform to the City's Technical Reference Model and Standards. Refer to Appendix D.	Provide a detailed system architecture drawing that fully describes the technical environment envisioned for the City in order to achieve its stated objectives. Describe any deviations or gaps between the City's technical specifications and the proposed solution. Identify any technical standard that is not supported by the proposed solution. Highlight any licenses that may be required (ex: Oracle clients).
4.12	**Plan Review Workstations:** The plan review process can be conducted while simultaneously running other business applications such as email, word processing, spreadsheet and permitting tools without system degradation or performance issues due to memory, CPU or video card capabilities.	Describe the preferred workstations specifications to effectively complete the plan review process while running other business applications without system degradation or performance issues.
4.13	**Record Management:** The system shall provide the ability to maintain and enforce the City record retention policy.	Describe how the system enables the City to purge or archive data in compliance with retention policies, while ensuring data integrity is intact.
4.14	**File Management:** The solution shall provide the ability to organize and retrieve electronic files.	Describe how the solution enables users to manage, organize, search, retrieve and download electronic files. List the file types fully supported by the proposed solution.
4.15	**Mobile Compatibility:** The system shall be compatible with multiple mobile operating systems, devices and touch screen devices.	Describe any special features and/or limitations of the system with regard to use on multiple operating systems, devices or touch screen devices.
4.16	**Collaboration Compatibility:** The system shall be compatible with collaboration tools such as Adobe Connect or SharePoint.	Describe any special features and/or limitations of the system with regard to its use in conjunction with collaboration tools. Describe collaboration features, if any, included in the proposed solution.
4.17	**User Management:** The system shall provide role-based security access to constrain features and functions based on business role.	Describe supported authentication models, including user account creation and management. Describe how user roles are managed in both integrated and non-integrated environments.
4.18	**Reports:** The system shall provide status and trending reports to analyze and facilitate workload management, performance measurement and resource	Describe the reports and/or dashboards available as part of the proposed solution and the intended value of each.

	allocation.	
4.19	**Workflow Use and Configuration:** Implementation of workflow is an optional feature of the solution. The City prefers solutions that do not duplicate functionality of existing systems. Workflow configuration tables are easily created/modified using a GUI process and do not require programming or scripting to maintain.	If the solution includes a workflow component, describe how the workflows are configured as both a standalone tool or as part of an integrated environment with a permitting system which also manages workflow.
4.20	**User Help:** The system shall provide online, interactive help.	Describe how end users are supported with online, interactive help features in the system. Highlight ways in which the help feature can be configured or customized for organization specific needs.
4.21	**System Monitoring:** The system shall provide the ability to monitor, track and log system uptime and transaction response times in order to provide information for SLA monitoring.	Describe how the proposed solution will be monitored to meet Service Level agreements or objectives.

*The Proposer is responsible for carefully reading and recognizing any Functional requirement which (viewed in light of the Proposer's system capabilities) will require an interface. It is critical that prospective Proposers demonstrate an understanding of the general nature of the interface requirements and make a good faith attempt to account for and describe the planned approach to accomplish the task.

5.0 FUNCTIONAL REQUIREMENTS

The following specification provides a holistic picture of the City of Austin's process to Perform Regulatory Review of specifications and design submittals requiring city regulatory review prior to implementation. Figure 1 provides an overview of the participating roles and Figure 2 provides an overview of the process. Each activity on Figure 2 has a corresponding sequence diagram providing an interface description of the process and an adjoining table providing a description of the user experience for each interface.

The sequence diagrams employ the Unified Modeling Language (UML) 2.0 to capture the process and certain business rules such as opt (for optional) and loop (for reoccurring patterns of usage). Each opt or loop contain a guard condition such as [while performing intake] indicate the condition of the process to execute the function (UML message).

Use Case Specification for Perform Regulatory Review

The following content describes the desired city process and functions of the system desired for an optimal process to perform regulatory review of electronic document submittals.

Precondition: A Submittal Applicant is prepared to create and/or maintain information related to design documentation requiring regulatory review, comment, and approval by identified city staff. It is also presumed the Submittal Applicant is already logged into the system using approved identity techniques.

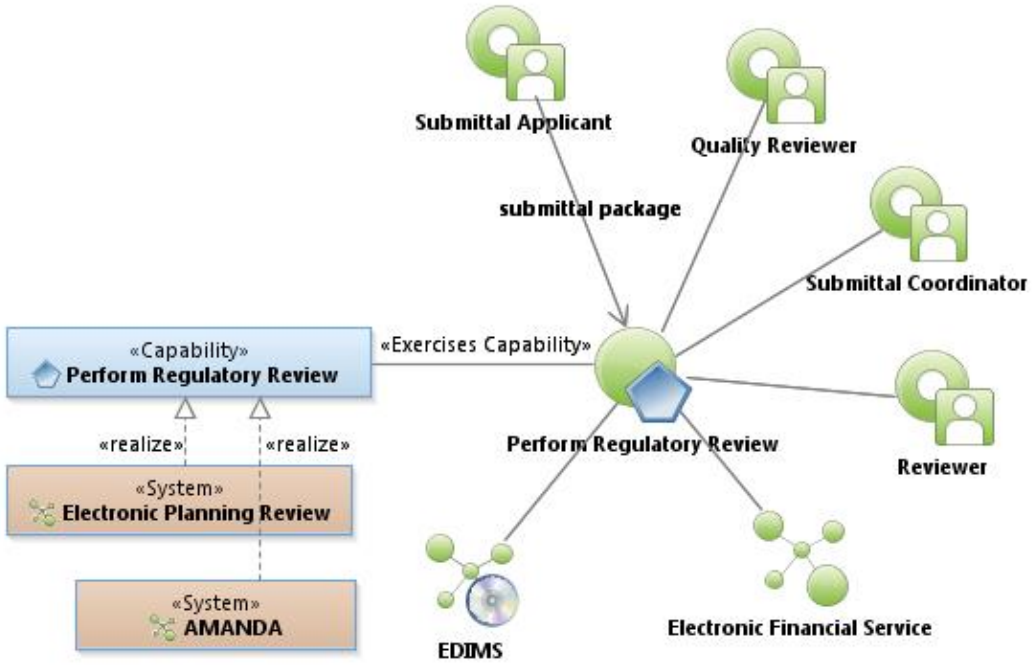


Figure 1: Use Case Diagram - Perform Regulatory Review

Table 1: Role Definitions

Role Name	Description
Submittal Applicant	Anyone required electronically to communicate project information and/or designing related elements to appropriate city staff requiring regulatory review and approval prior to build.
Quality Reviewer	Appropriate city staff member identified to quality review Submittal Package information to ensure completeness prior to formal review.
Submittal Coordinator	Coordinates the review process to ensure appropriate staff review and provide feedback on Submittal Package elements – also responsible for final approval.
Reviewer	Reviews for area of responsibility and comment (i.e., constructability, code compliance, program elements, cost estimate, etc.).
Electronic Financial Service	City of Austin's approved financial service provider to process online financial transactions such as credit cards, automated clearing house (ACH), debit card, etc. - currently, Chase Paymentech/PayConnexions.
EDIMS	City of Austin's enterprise document and imaging management system (EDIMS).

See Appendix B for further contextual information for each user role.

Use Case Scope

The Submittal Applicant inputs information and documents representing a Submittal Package and processes a Remittance with the city approved Electronic Financial Service provider if required. The Submittal Package is reviewed by a Quality Reviewer for acceptance or rejection for non-compliance and subsequent resubmission. Accepted Submittal Packages are added to a Group Review Queue managed by a Submittal Coordinator. The system provides a means to manage the Group Review Queue and provides feedback to the Submittal Applicant based on Reviewer comments until Submittal Package approval.

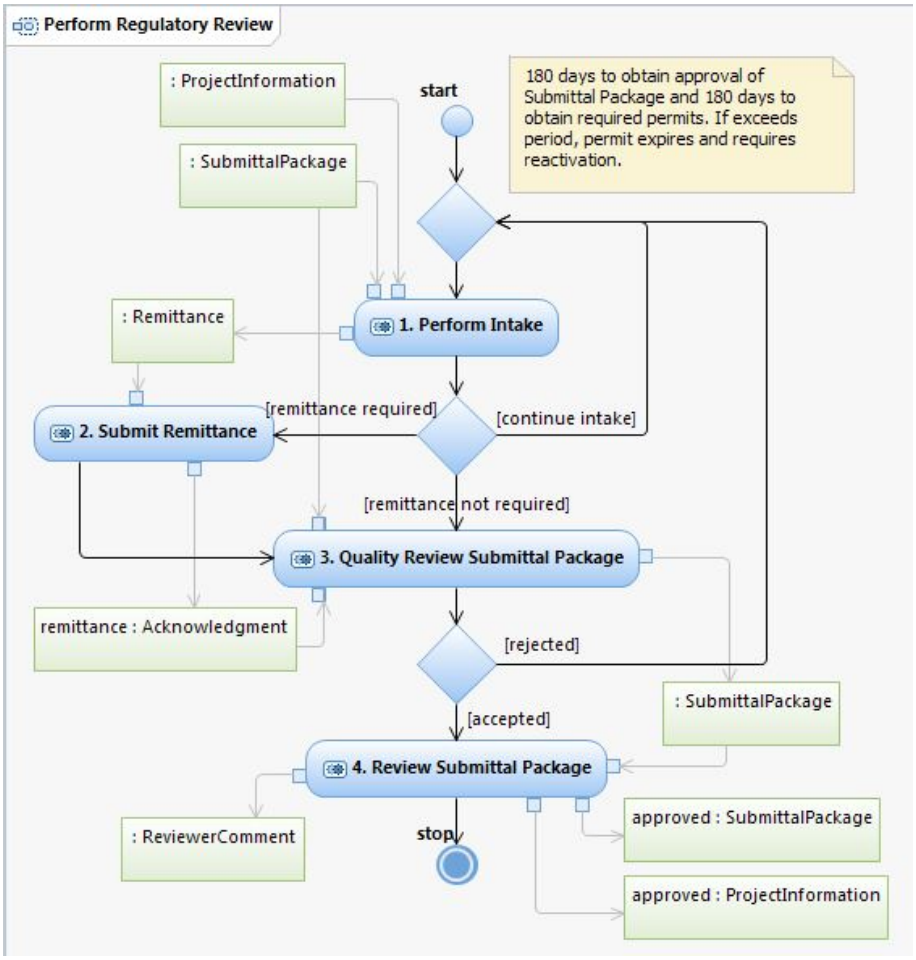


Figure 2: Perform Regulatory Review - Interaction Overview

5.1 1. Perform Intake

The Submittal Applicant inputs information and documents that represent a Submittal Package. For certain types of Submittal Packages, there's a fee required. The system provides a method for the Submittal Applicant to research related geographical information. Based on address information entered, the system automatically establishes geographical references. Because a Submittal Applicant might intake more than one submittal during any given session, Remittance (fees) are stored in a Remittance Queue until the Submittal Applicant session ends.

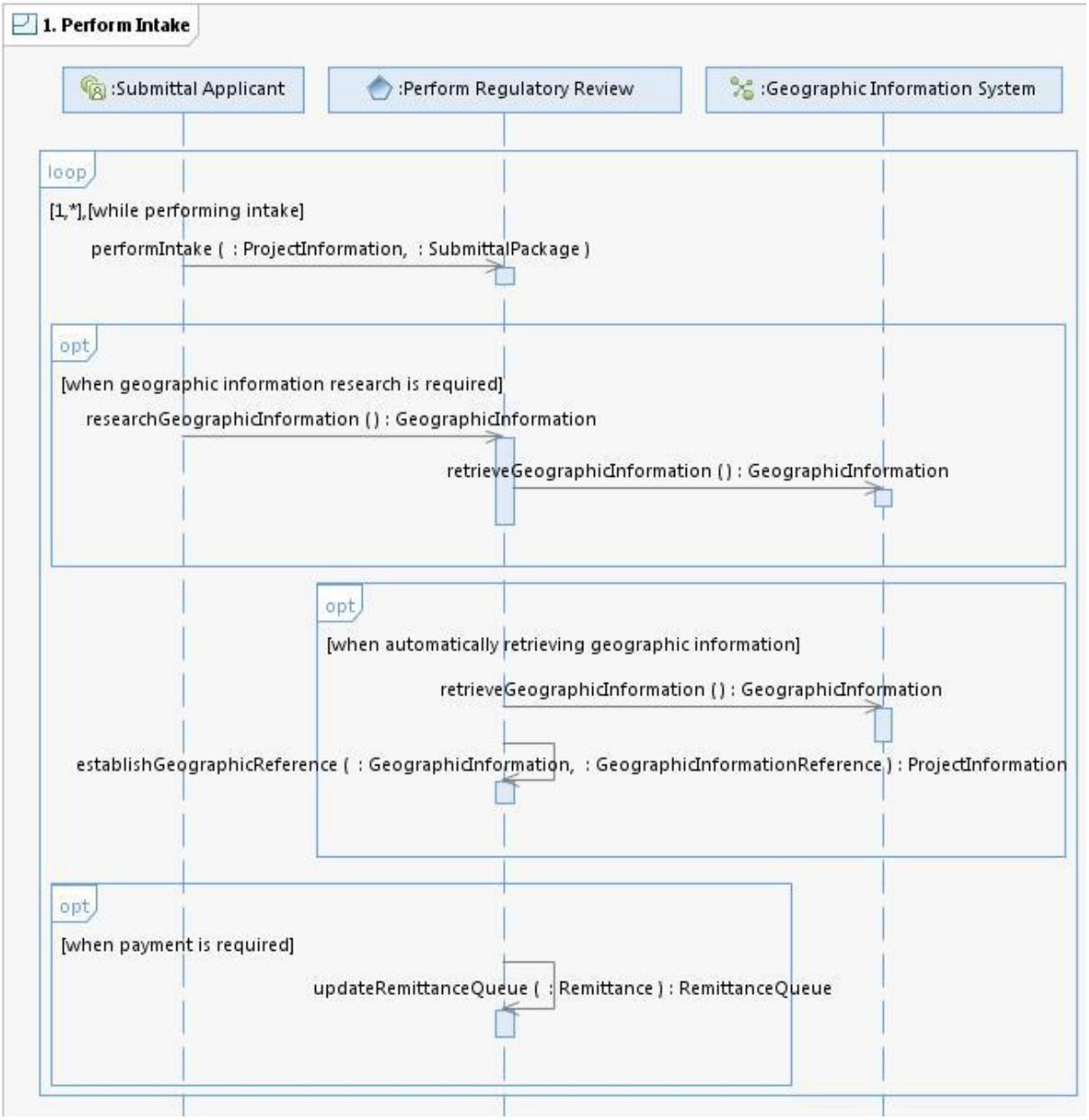


Figure 3: UML Sequence Diagram - 1. Perform Intake

Table 2: Interface Descriptions - 1. Perform Intake

Req #	Description	Required Response
Perform Regulatory Review/ performIntake		
5.1	The Submittal Applicant uses the system to complete a Web-based application form to setup Project Information and securely sign submittal. The system guides the Submittal Applicant through a series of questions leading to the correct application to complete. The Submittal Applicant can revisit the intake application during multiple sessions before its completion	It is anticipated that the city's case management system (AMANDA) will perform intake. However, the city

	and save each session prior to submittal. In addition, the Submittal Applicant can provide updated Project Information throughout the approval process; however, the system locks Project Information during the review cycle, which can be released (unlocked) at Submittal Coordinator discretion when required to allow for Submittal Applicant updates. The system provides the ability to withdraw a project submittal as well. Based on location values identified on the application form, location-based information automatically populates relevant form elements. The form contains selectable attributes to identify mechanical, electrical, plumbing, building, driveway, sidewalk, etc. to predetermine initial permit requirements, which can be adjusted during quality review or in the Obtain Permit use case - the application must accommodate multiple structures. The system provides a method to attach relevant design documents and other pertinent Submittal Package items. These required attachments are indicated to the Submittal Applicant on the Web-based form. Each required attached line item provides the ability to browse and upload the file and ensures all required attachments to include approved document format (such as PDF). The required items must be indicated depending on submittal type - required items for any given submittal type must be changeable by approved city staff.	recognizes a direct relationship between the intake documentation and a well-managed workflow for regulatory review. Explain the relationship between intake documentation and how it relates to the proposed design/markup tool.
Perform Regulatory Review/ researchGeographicInformation		
5.2	The system provides the ability to perform geographic information research using city owned Geographic Information System (GIS) information. These features include the ability to overlay plan sheet with one or more GIS layers. The system provides the ability to compare a known list of features in GIS to the Submittal Package plan. These features should include zoning, watershed, and other relevant planning and review information about adjacent properties. When various fragmented pages are stitched in continuous form providing an overall construction footprint, provide ability to overlay footprint on GIS view for GIS administrators to create GIS polygon overlay. This information helps conduct the review in the context of the permitted/build environment. Referenced sources are not required to be included as markup back to Submittal Applicant.	Identify the relationship between the proposed solution and how we might use it to overlay or compare against GIS information *as it relates to the intake process.*
Geographic Information System/ retrieveGeographicInformation		
5.3	For certain intake items, the system uses city available Geographic Information System to retrieve and populate Project Information. Can be used to explore and/or research the Geographical Information System.	We believe this function is out of scope. However, the Vendor may provide additional insight as it relates to the recommended solution.
Perform Regulatory Review/ establishGeographicReference		
5.4	When geographic information is retrieved from the Geographic Information System, the system creates a Geographic Information Reference and stores it with the Project Information for future reference.	Out of scope – provided for completeness.
Perform Regulatory Review/ updateRemittanceQueue		
5.5	Depending on the type of submittal, there may be fees required during	Out of scope – provided

	intake. The system adds the required fee to a Remittance Queue for close out processing based on the submittal type. City staff must be able to change the submittal type attributes, which automatically changes the associated fee. The associated fees must be configurable by approved city staff.	for completeness.

5.2 2. Submit Remittance

The system presents a list of fees (fee breakdown) associated with their related Submittal Package and provides selection to pay Remittance. The system processes the Remittance with a city approved Electronic Financial Service provider.

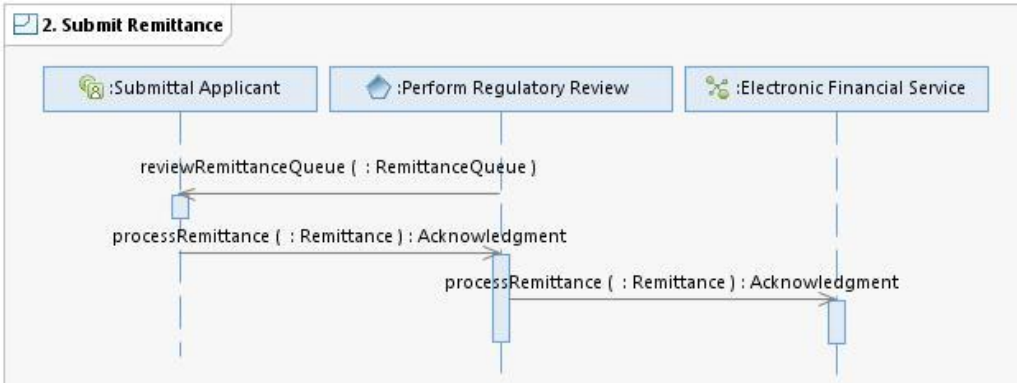


Figure 4: UML Sequence Diagram - 2. Submit Remittance

Table 3: Interface Descriptions - 2. Submit Remittance

Req #	Description	Required Response
Submittal Applicant/ reviewRemittanceQueue		
5.6	When all intake items are complete, the Submittal Applicant is presented with a Remittance Queue listing all Submittal Package(s) ready for submission and the processing fee (completeness check fee) and provides indication of the total fees required and nonrefundable fee indication. The system provides accepted indication of review time start. The system provides ability to adjust fee tables and approved staff may over ride table items - the system records staff that made the override.	Out of scope – provided for completeness.
Perform Regulatory Review/ processRemittance		
5.7	The Submittal Applicant selects to pay required Remittance via electronic form of payment such as credit or debit card. When successfully transacted, the Submittal Applicant receives an Acknowledgment of successful payment.	Out of scope – provided for completeness.
Electronic Financial Service/ processRemittance		
5.8	The system provides an interface to city approved financial vendor to process online electronic transactions.	Out of scope – provided for completeness.

5.3 3. Quality Review Submittal Package

The system provides a list of new or updated Submittal Packages for review by the Quality Reviewer. The Quality Reviewer reviews the Submittal Package and either rejects or accepts the Submittal Package. If accepted, the system adds the Submittal Package to a Group Review Queue and includes the Project Information in Issue Permits system for future permit requirements update, requests and issuance. No matter the state of the Submittal Package, the Submittal Applicant is notified of the status of the submittal to include indications why the Submittal Package was rejected for correction and resubmission.

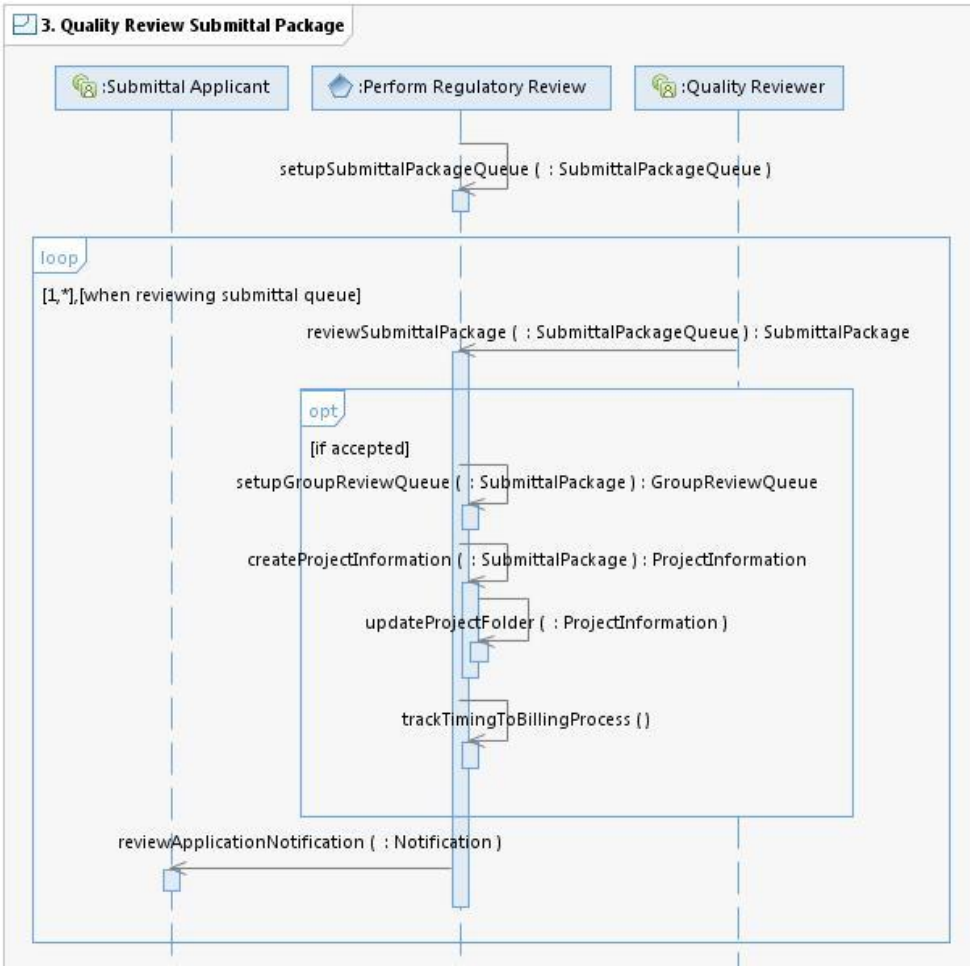


Figure 5: UML Sequence Diagram - 3. Quality Review Submittal Package

Table 4: Interface Descriptions – 3. Quality Review Submittal Package

Req #	Description	Required Response
Perform Regulatory Review/ setupSubmittalPackageQueue		
5.9	Once Acknowledgment is received by the Electronic Financial Service (if required), the system places the submittal into a Submittal Package Queue for review by the Quality Reviewer.	The city recognizes that some solutions may include a workflow queue as part of their offering.

		Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.
Perform Regulatory Review/ reviewSubmittalPackage		
5.10	The system presents a Submittal Package Queue of updated or new Submittal Packages and provides a means for the Quality Reviewer to perform a quality check on the submitted items. The system provides the ability to accept or reject the Submittal Package to include relevant comments for rejection or further information on Submittal Package status. When accepted, the Submittal Package is moved to the Group Review Queue. Based on the submittal type, the system automatically sets up the Group Review Queue. The Quality Reviewer must be able to override automated template queued items in the Group Review Queue to include adding and removing queued groups or individuals.	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.
Perform Regulatory Review/ setupGroupReviewQueue		
5.11	After the Submittal Package is quality approved by the Quality Reviewer, the system identifies template Group Review Queue depending on the type of submission and provides the ability for the Quality Reviewer to override Group Review Queue assignments. The Group Review Queue is updated when a Submittal Package is approved or requires additional review based on Reviewer lineage (i.e., requires one Reviewer to review before another or certain groups can review simultaneously). The Group Review Queue is based on area of responsibility (i.e., constructability, code compliance, etc.). The Group Review Queue is per review group (depending on the type of review) and when under review by a Reviewer, the system takes the Submittal Package off the relevant Group Review Queue to prevent multiple reviews by the same area of responsibility. For some reviews, depending on certain attributes identified on the application form, the system provides a priority order of review groups or individuals because some review groups or individuals may be required to review the Submittal Package and approve or comment before others perform their review. The business rules for review group order and review cycle must be modifiable by the Submittal Coordinator. For example, some groups may need to sign off (approve or comment) before the Submittal Package shows up in another Group Review Queue. The Submittal Coordinator or Reviewer may return a Submittal Package to the Group Review Queue indicating further review by selected groups or selected Reviewers during the review cycle to include Submittal Coordinator	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, please explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.

	or Reviewer comments when necessary. Certain Reviewers can be set as required without holding up the review cycle; however, these reviews are still essential for final approval - allows for Submittal Applicant to receive Reviewer Comments prior to final approval.	
Perform Regulatory Review/ createProjectInformation		
5.12	Once a Submittal Package is accepted, the system generates the necessary Project Information compatible with the Issue Permits capability (currently AMANDA). The Project Information intakes all relevant attributes of the Submittal Package to include diagrams, project information, contact information, personal identification number (PIN), contractor, compliance comments and markups, identified permit requirements, etc. to automatically populate the Issue Permits portion of the system.	Explain the relationship (if any) between the proposed markup solution and project information stored with the case file.
Perform Regulatory Review/ updateProjectFolder		
5.13	The system updates (or creates if new) the Project Folder to include any relevant updates to the Project Information as well as the reference links to documents stored in the enterprise document and imaging management system (EDIMS).	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.
Perform Regulatory Review/ trackTimingToBillingProcess		
5.14	The system provides the ability to track time to the billing process, i.e., clock starts once remittance is issued for Submittal Package. The system tracks relevant timing (adjustable by staff) and provides feedback to Submittal Applicant on timing indications (i.e., where in the process). Time lines are automatically setup but adjustable.	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.
Submittal Applicant/ reviewApplicationNotification		
5.15	The system provides an automated email or text message (depending on intake setup) to the Submittal Applicant for accepted and rejected Submittal Packages (with rejection comment - i.e., reason for rejection and recommended guidance for future submissions). For accepted submissions, the system provides a summary of the submission process and estimation of anticipated review time. During the Reviewer process, the system provides the Submittal Applicant markup diagrams including associated comments, links to references and city codes, other general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items. Once corrected, the Submittal Applicant must address each comment and resubmit relevant portions of their Submittal Package. These notifications may include high-priority out of cycle comments from Reviewers. Throughout the Submittal Package review process, the system provides continuous automatic updates to the Submittal Applicant as it moves through the Group Review Queue. Finally, the Submittal Applicant is provided a means to print any necessary approved documentation.	We believe this to be out of scope; however, the Vendor may provide additional insight if relevant.

5.4 4. Review Submittal Package

The system provides a means for a Reviewer to observe the Group Review Queue and select a Submittal Package for review. Once selected for comment, the Group Review Queue is updated to remove the Submittal Package from the review queue to prevent simultaneous reviews from the same group type. The Submittal Applicant is notified of the particular group reviewing the Submittal Package. Throughout the review cycle, a Submittal Coordinator may quality review the Reviewer comment and provide feedback to the Reviewer by returning the Submittal Package back to the Group Review Queue to be addressed. On completion of all areas of responsibility in the Group Review Queue, the Submittal Coordinator approves the Reviewer comments for Submittal Applicant update or approves the Submittal Package to allow for permitting. Relevant Submittal Package documents are stored in the enterprise document and imaging management system (EDIMS) for future retrieval.

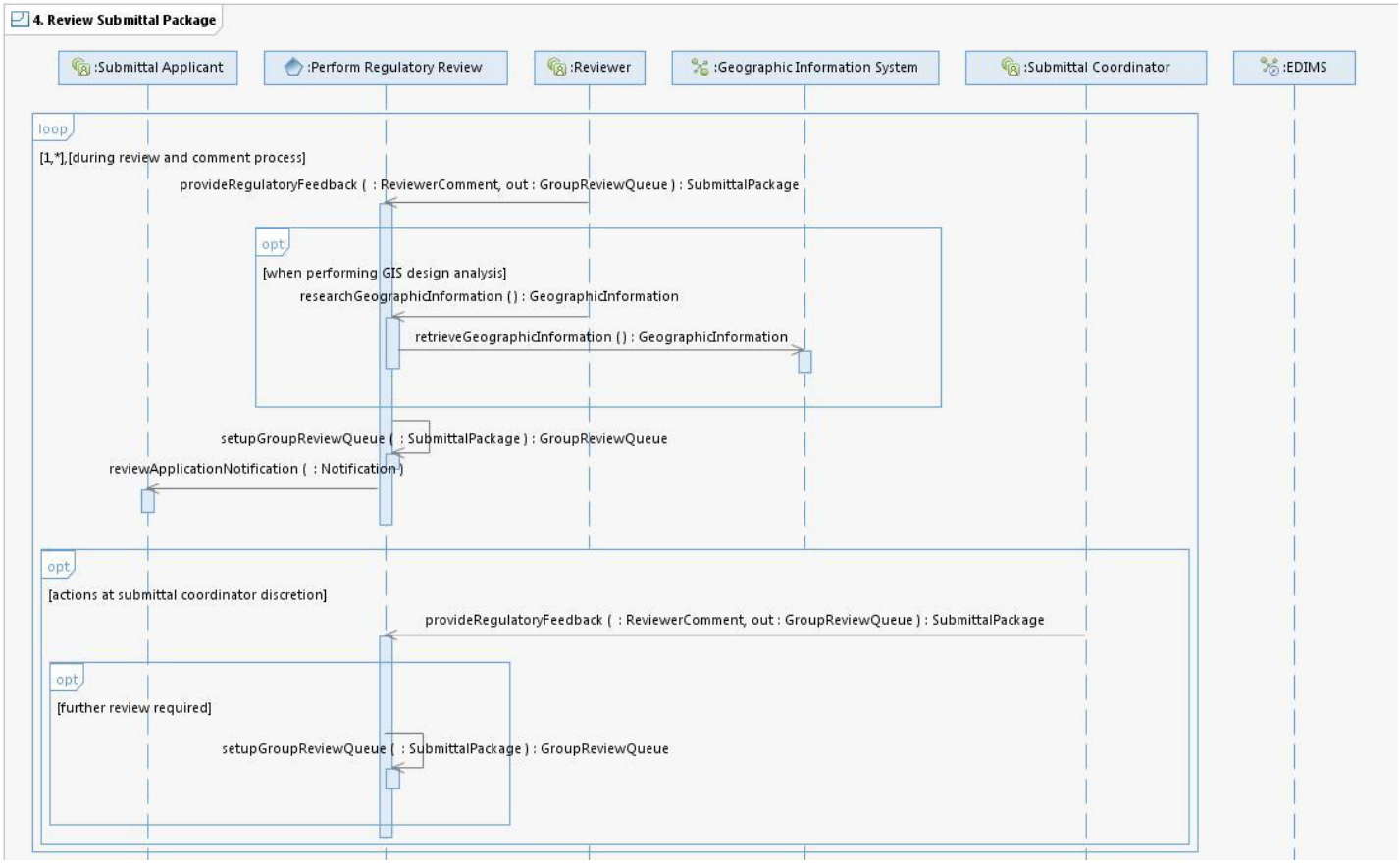


Figure 6: UML Sequence Diagram – 4. Review Submittal Package

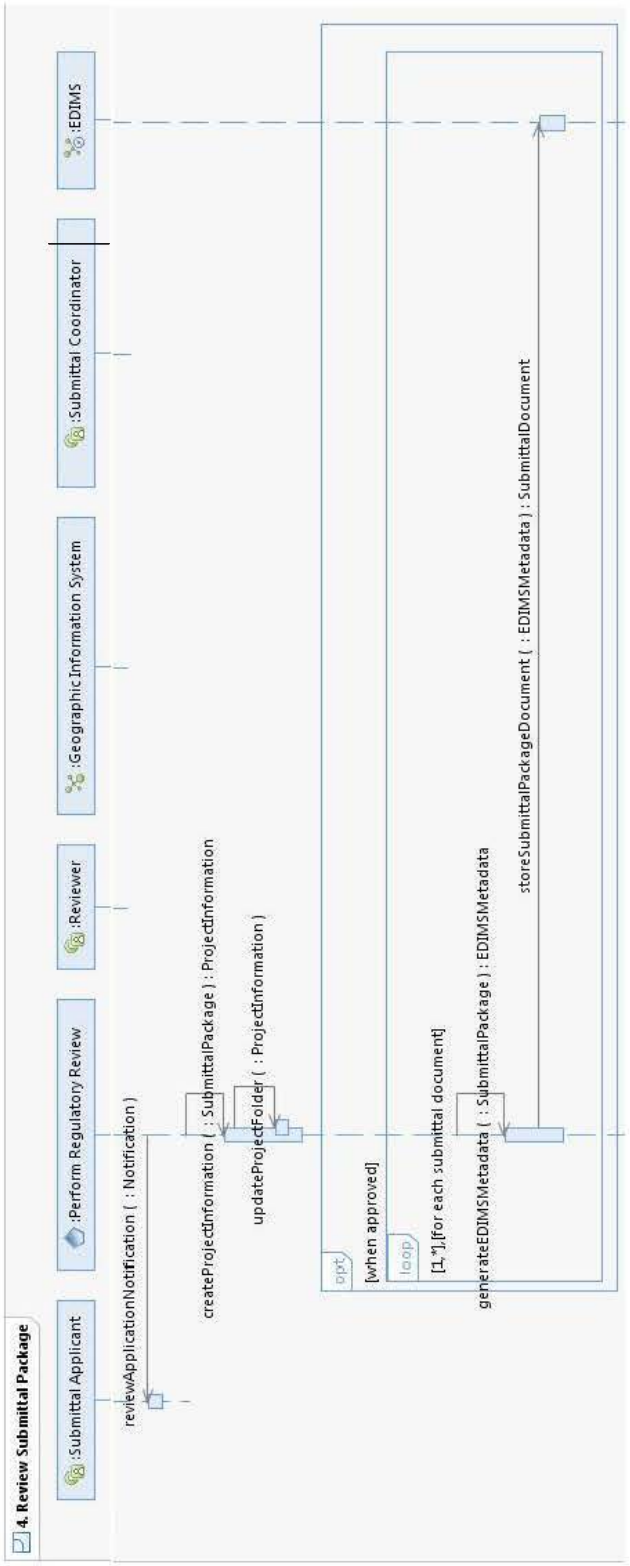


Figure 6 (cont.): UML Sequence Diagram – 4.Review Submittal Package

Table 5: Interface Descriptions - 4. Review Submittal Package

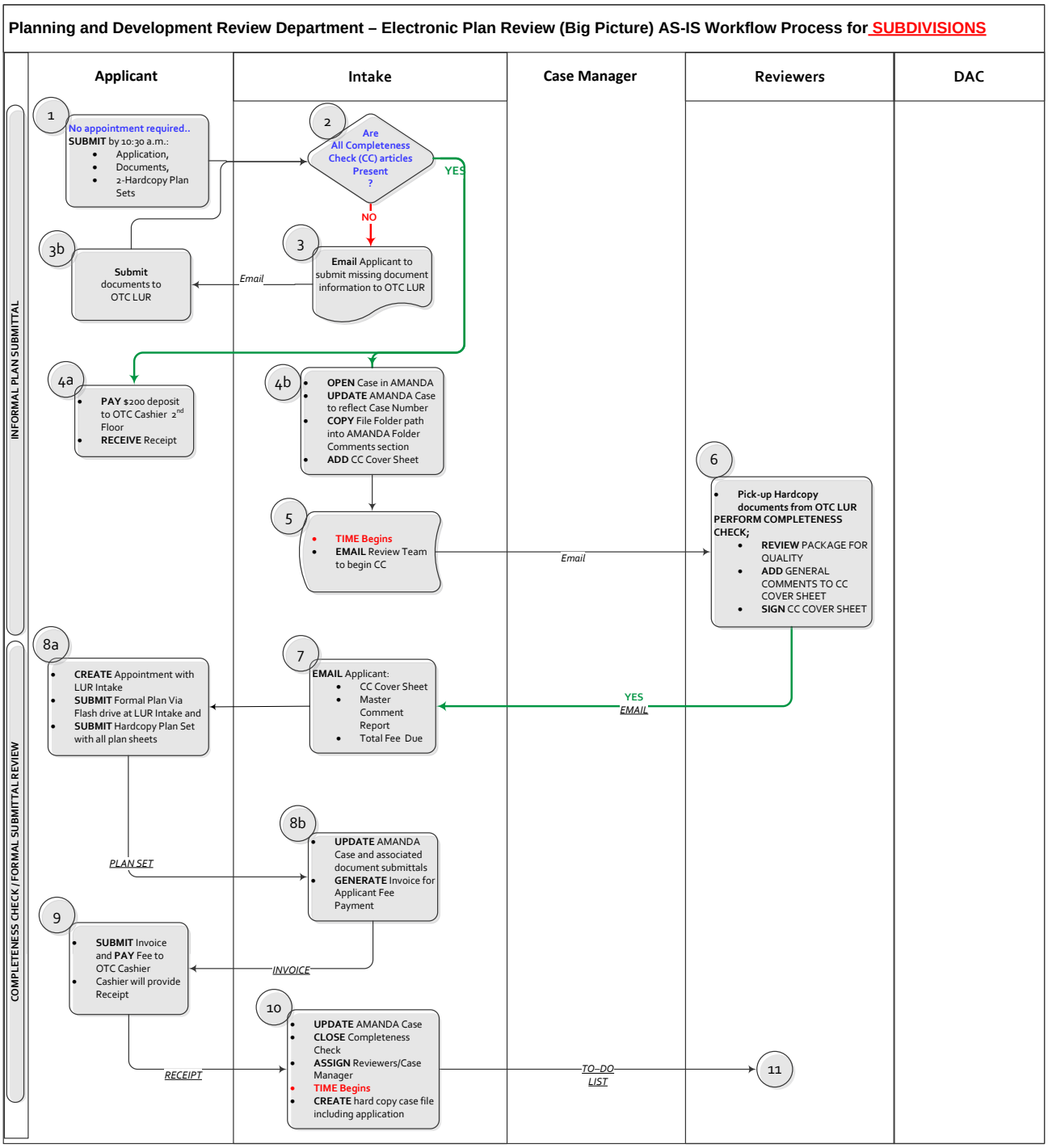
Req #	Description	Required Response
Perform Regulatory Review/ provideRegulatoryFeedback		
5.16	Reviewers in a particular review group (by order of responsibility area setup in the Group Review Queue) checks the Group Review Queue (listed in date/time order) for assigned reviews and submits Submittal Package Reviewer comments. The key features include: a) For complex structures submitted in appropriate format, the system provides a means to view diagrams using layering techniques to show/hide various elements. b) The system provides automated tools for the Reviewer to markup diagrams (words, pictures, sketches, highlights, etc.) including associated comments, links to references and city codes, administrative/general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items to include ability sort and/or rank comments. c) The Reviewer needs to dynamically share comments with other Reviewers and view other Reviewer's comments prior to generation reports. d) The system provides the ability to identify changes (deltas) for resubmitted design plans when submitted using standardized formats such as PDF and engineering computer aided design (CAD) files. e) The system provides the able to easily calculate volumes, measure areas (to include acreage), distances (via poly-line or path), angles and radii. f) The system provides the ability for multiple page document submissions to be viewed in continuous, unbroken fashion providing a seamlessly adjoined view of the design plans - within a given plan set, provide ability to navigate between section/sheet dynamically, combine files, separate sheets, etc. g) The system provides a common, frequently used comment library to include images, text, technical specifications, etc. configurable by the Reviewer. h) All markups indicate the particular Reviewer layer for identification by the Submittal Coordinator and Submittal Applicant. i) The Submittal Coordinator may review Group Review Queue items and provide feedback to the Reviewer. j) The system provides reporting of group comments and general administrative comments by topic for each discipline. If no comments, the system allows the Reviewer to approve the submittal by providing a group level or individual secure approval stamp indication on relevant Submittal Package items and the Submittal Coordinator approves the Reviewer Comments or the entire Submittal Package when no comments require updates by the Submittal Applicant.	This is the key functional requirement for the desired solution. The vendor must explain how the solution achieves the desired functionality and may include additional functionality not expressed.

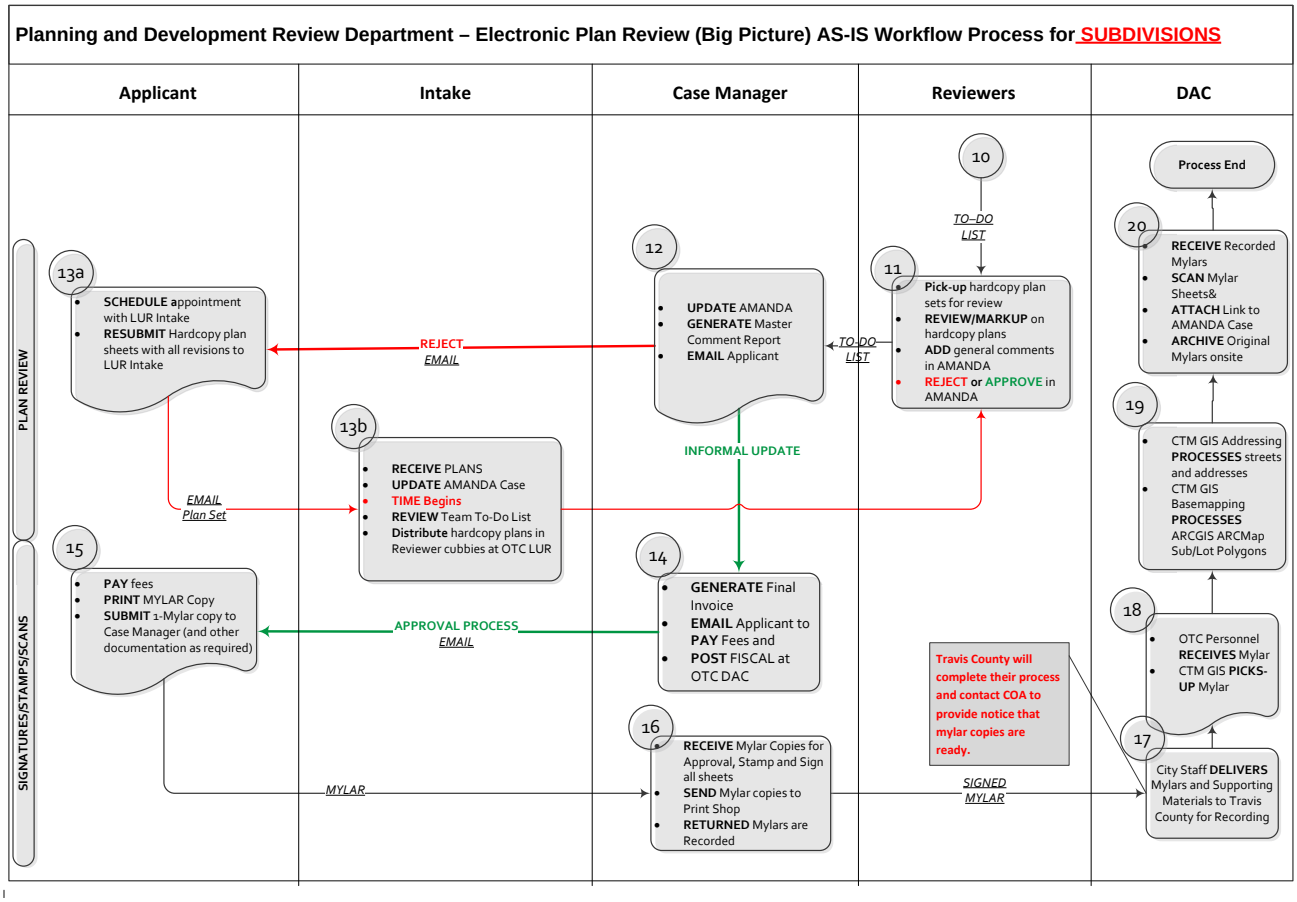
	k) Once a Review Group approves a Submittal Package, the record must be locked preventing any additional changes except by approved city staff.	
Perform Regulatory Review/ researchGeographicInformation		
5.17	The system provides the ability to perform geographic information research using city owned Geographic Information System (GIS) information. These features include the ability to overlay plan sheet with one or more GIS layers. The system provides the ability to compare a known list of features in GIS to the Submittal Package plan. These features should include zoning, watershed, and other relevant planning and review information about adjacent properties. When various fragmented pages are stitched in continuous form providing an overall construction footprint, provide ability to overlay footprint on GIS view for GIS administrators to create GIS polygon overlay. This information helps conduct the review in the context of the permitted/build environment. Referenced sources are not required to be included as markup back to Submittal Applicant.	Identify the relationship between the proposed solution and how we might use it to overlay or compare against GIS information *as it relates to the review process.*
Geographic Information System/ retrieveGeographicInformation		
5.18	For certain intake items, the system uses city available Geographic Information System to retrieve and populate Project Information. Can be used to explore and/or research the Geographical Information System.	We believe this function is out of scope. However, the Vendor may provide additional insight as it relates to the recommended solution.
Perform Regulatory Review/ setupGroupReviewQueue		
5.19	After the Submittal Package is quality approved by the Quality Reviewer, the system identifies template Group Review Queue depending on the type of submission and provides the ability for the Quality Reviewer to override Group Review Queue assignments. The Group Review Queue is updated when a Submittal Package is approved or requires additional review based on Reviewer lineage (i.e., requires one Reviewer to review before another or certain groups can review simultaneously). The Group Review Queue is based on area of responsibility (i.e., constructability, code compliance, etc.). The Group Review Queue is per review group (depending on the type of review) and when under review by a Reviewer, the system takes the Submittal Package off the relevant Group Review Queue to prevent multiple reviews by the same area of responsibility. For some reviews, depending on certain attributes identified on the application form, the system provides a priority order of review groups or individuals because some review groups or individuals may be required to review the Submittal Package and approve or comment before others perform their review. The business rules for review group order and review cycle must be modifiable by the Submittal Coordinator. For example, some groups may need to sign off (approve or comment) before the Submittal Package shows up in another Group Review Queue. The Submittal Coordinator or Reviewer may return a Submittal Package to the Group Review Queue indicating further review by selected groups or	The city recognizes that some solutions may include a workflow queue as part of their offering. Even if the offering does not include workflow queuing, explain how files are managed throughout workflow process and how we might best integrate the solution into our current case management system, AMANDA.

	selected Reviewers during the review cycle to include Submittal Coordinator or Reviewer comments when necessary. Certain Reviewers can be set as required without holding up the review cycle; however, these reviews are still essential for final approval - allows for Submittal Applicant to receive Reviewer Comments prior to final approval.	
Submittal Applicant/ reviewApplicationNotification		
5.20	The system provides an automated email to the Submittal Applicant for accepted and rejected Submittal Packages (with rejection comment - i.e., reason for rejection and recommended guidance for future submissions). For accepted submissions, the system provides a summary of the submission process and estimation of anticipated review time. During the Reviewer process, the system provides the Submittal Applicant markup diagrams including associated comments, links to references and city codes, other general comments, among other traditional markup indications to effectively communicate to the Submittal Applicant the required changes to Submittal Package items. Once corrected, the Submittal Applicant must address each comment and resubmit relevant portions of their Submittal Package. These notifications may include high-priority out of cycle comments from Reviewers. Throughout the Submittal Package review process, the system provides continuous automatic updates to the Submittal Applicant as it moves through the Group Review Queue. Finally, the Submittal Applicant is provided a means to print any necessary approved documentation.	Although we believe this to be a function of our case management system AMANDA, the Vendor may explain how the solution integrates to provide the Submittal Applicant with all the markup/comment information by the Reviewer.
Perform Regulatory Review/ createProjectInformation		
5.21	Once a Submittal Package is accepted, the system generates the necessary Project Information compatible with the Issue Permits capability (currently AMANDA). The Project Information intakes all relevant attributes of the Submittal Package to include diagrams, project information, contact information, personal identification number (PIN), contractor, compliance comments and markups, identified permit requirements, etc. to automatically populate the Issue Permits system.	Explain the relationship (if any) between the proposed markup solution and project information stored with the case files.
Perform Regulatory Review/ updateProjectFolder		
5.22	The system updates (or creates if new) the Project Folder to include any relevant updates to the Project Information as well as the reference links to documents stored in the enterprise document and imaging management system (EDIMS).	Explain the relationship (if any) between the proposed markup solution and project information stored with the case files.
Perform Regulatory Review/ generateEDIMSMetadata		
5.23	Using attributes of the Submittal Package entered during Perform Intake, the system automatically generates the proper EDIMS (enterprise document and imaging management system) meta-data for inclusion with the relevant Submittal Document stored in EDIMS.	We believe this to be out of scope; however, Vendor may provide additional insight if relevant.
EDIMS/ storeSubmittalPackageDocument		
5.24	The system uses the automatically generated meta-data and stores the Submittal Document in EDIMS (electronic document information management system).	We believe this to be out of scope; however, Vendor may provide additional

		insight if relevant.

Appendix A Current State Subdivisions Workflow




Planning and Development Review Department – Electronic Plan Review (Big Picture) AS-IS Workflow Process for SUBDIVISIONS
Applicant
Intake
Case Manager
Reviewers
DAC
PLAN REVIEW
SIGNATURES/STAMPS/SCANS
13a
SCHEDULE appointment with LUR Intake
RESUBMIT Hardcopy plan sheets with all revisions to LUR Intake
REJECT
EMAIL
12
UPDATE AMANDA
GENERATE Master Comment Report
EMAIL Applicant
TO-DO LIST
11
Pick-up hardcopy plan sets for review
REVIEW/MARKUP on hardcopy plans
ADD general comments in AMANDA
REJECT or APPROVE in AMANDA
10
TO-DO LIST
Process End
20
RECEIVE Recorded Mylars
SCAN Mylar Sheets&
ATTACH Link to AMANDA Case
ARCHIVE Original Mylars onsite
19
CTM GIS Addressing PROCESSES streets and addresses
CTM GIS Basemapping PROCESSES ARCGIS ARCMap Sub/Lot Polygons
18
OTC Personnel RECEIVES Mylar
CTM GIS PICKS-UP Mylar
17
City Staff DELIVERS Mylars and Supporting Materials to Travis County for Recording
EMAIL
Plan Set
13b
RECEIVE PLANS
UPDATE AMANDA Case
TIME Begins
REVIEW Team To-Do List
Distribute hardcopy plans in Reviewer cubbies at OTC LUR
INFORMAL UPDATE
15
PAY fees
PRINT MYLAR Copy
SUBMIT 1-Mylar copy to Case Manager (and other documentation as required)
APPROVAL PROCESS
EMAIL
14
GENERATE Final Invoice
EMAIL Applicant to PAY Fees and POST FISCAL at OTC DAC
Travis County will complete their process and contact COA to provide notice that mylar copies are ready.
16
RECEIVE Mylar Copies for Approval, Stamp and Sign all sheets
SEND Mylar copies to Print Shop
RETURNED Mylars are Recorded
MYLAR
SIGNED MYLAR

Appendix B User Profiles

The user profiles below are a conglomerate of user stories and business needs as expressed by City staff. They are provided here only for context when preparing responses to Sections 4.0 and 5.0.

Submittal Applicant

Types of Applicants include property owners, contractors, contractors subcontracted by a design professional, the sealing engineer of record, or City employee design professional (Public Works Department).

I need my application to be in the City queue as quickly as possible. Depending on my level of expertise on City processes, I need to know what to expect up front - How do I schedule a meeting? When will I be contacted? It is important that I submit all items correctly the first time. I may want to meet with staff to review the application packet prior to submittal to ensure my submittal will be accepted into the queue. I may need to update or add documentation to my submitted case based on feedback from the City. If Reviewers have comments or markups on my submitted plans, I must address each comment through the resubmittal process. I may need to discuss narrative comments and markups with the Reviewer for clarifications.

I need a printed copy of the official approved plan set to take into the field so that construction crews know what to build. I may need to provide the electronic plan set file to a print company.

To apply for a site plan correction, I need access to the approved plans (which may have been processed with a different Applicant) so that I can submit my corrections.

To avoid parking congestion and time consuming trips downtown, I need to do all of this online from anywhere, including a self-help kiosk or my own computer or device.

Examples of Applicant activities:

- Submit an application packet
- Pay fees
- Respond to review results (comments and markups)
- Submit updates
- Track the status of a case
- Get clarifications from the City
- Request draft comments
- Obtain printed copy of the official approved plan set
- Apply for a site plan correction

Case Manager (Submittal Coordinator)

Case Managers in Land Use Review (LUR) are the primary point of contact for the Applicant once a plan has been accepted for formal review. Case Managers are also Reviewers and produce the "Master Comment Report", which captures review comments from all disciplines for each review cycle.

I need to organize (label, move, group, etc.) the documents in the electronic file. Every case has different organizational styles and needs (and that's okay and good). I also need to add documents to the case file as the case progresses. While we generally want things organized chronologically in a case file, there may be a series of meetings with related documents (letters/emails), and regardless of chronology, I group those items together as I see fit each unique case. A Manager or Director may need to access the case file during a meeting (without Case Manager).

I control the release of comments and applicant submissions. I allow an Applicant to submit something that was inadvertently left out, or update something in the event of a team meeting. During the review cycle, I may need to provide draft comments with the Applicant.

I add Reviewers on an as-needed basis that may not have been included in the original review assignment.
I need to identify conflicting and similar comments, coordinate these conflicts/similarities efficiently, and choose the appropriate comments to keep. It is the Case Manager that will coordinate meetings to address some of these issues.

> Example: Unified development agreements are legal documents that are used procedurally in site plan, transportation, drainage/water quality, and potentially other disciplines. Many times these comments are repeated in a report.
>
> Example: Comments regarding certain issues may be in conflict.

At the end of each review cycle, I send consolidated comments as a Master Comment Report to the Applicant and Interested Parties, and have available for General Public viewing.
I need to know when all review comments have been cleared so I can process final approval and sign-off. I need to stamp and/or provide a signature on the plan sheet(s) upon approval. Sometimes I stamp specific sheets, no sheets, or all sheets in a plan.

Examples of Case Manager activities:

- Organize the case file
- Release the Master Comment Report
- Review comments for conflicts/overlap and facilitate resolution
- Add Reviewers to a case
- Stamp plans as approved

Development Assistance Center (DAC)

The Development Assistance Center (DAC) Planners consult with customers on all aspects of the development process and applicable development regulations to evaluate development proposals and guide customers to the appropriate permitting processes. Planners meet with walk-in customers each morning and by appointment in the afternoons. Customers may also schedule a development assessment meeting with the entire consulting team.

DAC reviews and processes corrections to approved site plans and site plan exemption determinations for minor development that is exempt from the site plan requirements. They provide copies of approved site and subdivision plans to customers for corrections and archives those approved plan changes to the original file.

DAC reviews and processes Land Status Determination requests by which a property owner or developer can determine if a parcel of land is exempt from the requirement to subdivide based on certain provisions of State and local regulations.

Services include: Process corrections; small plans changes; determinations; stamping approvals. Responds to questions from external Applicants. Limited review processes.

GIS Analyst

Proposed plans, approved plans, and/or as-builts (completed plans) are brought into GIS by various departments to serve a unique discipline or set of stakeholders. The GIS community is in interested in electronic file format(s) that are compatible with GIS.

GIS Base Mapping group creates polygons of boundaries (ideally) early in process to be available for Reviewers. They issue approvals in AMANDA only to move the workflow process forward.

Inspector

Inspectors make site visits to construction locations. They use site plans/plan sheets as part of the process and in some cases they coordinate with the developer to initiate the correction process. The constructing party is responsible for having a set of site plans on site. After construction is complete, the submission of final corrections should match as-built conditions. Information collected from the field should be available as part of the case file.

Unlike EV inspectors (that inspect the site for compliance with an approved site plan), a building inspector concentrates on a particular field: Building code, Electrical, Plumbing, and Mechanical (examples). A builder schedules an inspection through the system, and inspectors attend the inspections for which they are scheduled.
Reviewers and Inspectors want the capability to print 24" x 36" sheets (or sections of sheets) for use in the field. Current business practice is to use paper site plans for field visits to make notes & verify physical locations.

I may have a question about what was approved (oversight in review, or a waiver that might have conditions), or to just better understand what was expected during the review process. If a change to the plans or permit is required, I may contact the Reviewer to explain why and what needs to change.

During monthly inspections, I may see a deviation from the site plan. It may or may not be a deviation from code. I direct customer to go to DAC to make a correction if needed before the inspection can be approved. I will also call DAC if there is a significant correction to explain the situation.

Intake (Quality Review)

Intake reviews the application submittal packet for completeness, appropriateness and accuracy as the "gatekeeper" of minimum standards. There is a checklist used to double check completeness. If the package is complete, Intake creates a case "folder" in the case management system, verifies the Applicant has paid fees due, and starts the review clock. If the package is not complete, Intake works with the Applicant of what is missing so that it can be rectified.

I need the Applicant to submit updates in a controlled environment so that all Reviewers are looking at the same version during a single review cycle. Once a given review cycle is completed by staff, the door opens and the Applicant can update their case with a new updated plan set and supporting documents.
Site and subdivision applications go through a "completeness check" review process by Reviewers before the Applicant is cleared to submit a formal submittal packet. In the paper world, I coordinate the results of the completeness check back to the Applicant.

I need to assign Reviewers to the case during formal intake submittal. If possible, I'd like to assign the same Reviewers to all related cases (same order of process line; specialized disciplines, overlapping cases geographically; project resubmittals.)

Reviewer

Reviewers span disciplines, departments and locations across the City. While throughput requirements may vary, in general any delays to operational output creates risk of missing regulatory deadlines. Significant time needed to learn a new tool, too many clicks to complete a task or slow system response time would be looked upon unfavorably at best.

I need to markup a plan sheet with words, pictures, sketches, references, highlights, etc. that will communicate to the Applicant the elements of the plans that do not comply with City code. I need to review

the same set of plans as other Reviewers, sometimes concurrently. I conduct reviews in the office either as an individual or in a group setting. The use of GIS data and representations is integral to my review process.
If I'm using a tablet in the field, it is more challenging to view the 24"x36" plan sheet due to the screen size limitation of the tablet. It is important that I am able to navigate and see sections of the page as needed.
I need to make comments about the case to the Applicant that may not be best relayed as a markup. Comments are about comparing the submitted application form to the plans and land development code. Documented comments can be lengthy narratives, and are just as important as plan markups.
I need to see plan sheets in various configurations and clearly identify the elements in the plans that are relevant to my review. Sometimes it may be necessary to layout multiple sheets side by side, overlapped, etc. Typically I need to see a segment of a sheet in context of the whole project and/or the rest of a particular sheet or set of sheets. By seeing both the "big picture" and the area of interest simultaneously I can be more efficient and effective with my review comments. It is important that I understand where I am in the plan set at all times and can quickly move to another section/sheet dynamically. The system needs to make seeing everything easy to avoid rejecting an application in error.

I want to be able to calculate volumes, measure areas (acreage), distances (via poly-line or path), angles and RADii in the easiest way possible. To quickly compare and assess acceptable standards to sections of the plan sheet, I use a scalable tool to move around the page and measure. Measurement assessment could be for geometric shapes, diagrammatical details or figures.

I need to determine the applicant's scale is accurate and their example measurements are accurate.

> Example: I need to determine if calculations on the plan set match the application submittal. The plan set shows the site area to be 55 acres, but the Applicant filled out 42 acres on the application.

Interdisciplinary review items sometimes have overlapping concerns/issues. I need to dynamically share comments with other Reviewers and view other Reviewers' comments prior to generation of the Master Comment Report. This gives me an opportunity to identify potential conflicts and obtain clarifications before comments are sent to the Case Manager and Applicant. Ideally, I could see newly posted comments in real-time. In addition, the ability sort and/or rank comments (my own or other Reviewers) would highlight important issues to all parties reading the Master Comment Report.

I need to group comments on a single document based on topic for each discipline regardless of which system is capturing the markup/comment. The organization of comments helps the Applicant understand my review and respond accordingly.

I want to get notified that my review is needed on a case that has been formally submitted so that I can be included in the review process for applicable scenarios in order to provide comments to the Applicant. I may or may not be part of the AMANDA case management system workflow.

Examples of Reviewer activities:

- Markup plans
- Make general/narrative comments
- Print plans or segments of plans
- Advise Applicants
- Compare plans to GIS information
- Identify discrepancies between the submittal packet and site visit observations
- Group all comments in a document
- Compare plans
- Identify adjacent properties and its uses
- Measure features
- Collaborate with other Reviewers (internal and external)
- Approve or reject a plan submittal
- Clear comments

- Access and add case related information

Contributors are code experts and contribute to the design review process. They view application information, documentation and plans and may or may not markup plan sheet(s). Contributors may produce exemption or conditional approval letters which are either issued directly to the applicant and/or entered as comments (by either the Contributor or another Reviewer or Case Manager) into AMANDA.

Currently, several Contributing Reviewers "subscribe" to a weekly email that lists the new formal submittals for the week. They can look at the address column and see if there are any applications in their area of interest.

APPENDIX C: DEFINITIONS

Include the following definition of terms and any additional definitions needed for clarity during the life of the contract:

Term	Definition
Acceptance	Acceptance of the relevant Deliverable of this Statement of Work for the EPRS by the City, all at the discretion of the City under this Agreement. Acceptance can only occur after Vendor's successful completion of the relevant Acceptance Criteria listed in this Agreement and upon written statement of same to Vendor by the City Project Manager or otherwise authorized City staff. "Final Acceptance" of the System can only occur after successful Acceptance of all Deliverables, correction of all Defects, provision of all documentation, and written statement by the City Project Manager that the EPRS has met all Acceptance Criteria and is Fully Operational, at the sole discretion of the City.
Acceptance Criteria	The specific, required criteria stated within this Statement of Work (including, but not limited to, functional requirements, performance levels and processing times) that must be successfully met before a Deliverable is considered by the City to be satisfactorily and successfully delivered and functioning and ready for Acceptance (or Final Acceptance, as may be applicable), all as set forth in the Agreement.
Agreed Service Times (AST)	The service hours during which the EPRS is available.
Availability	EPRS has the ability to fully perform its agreed functionality as stated in the proposal. The calculation of "Availability" is the quotient of the time the EPRS is accessible to all users divided by the total possible time. Such calculation does not remove or discount planned outages time from total possible time.
Business Day	A day other than a Saturday, Sunday or other day on which the City is closed.
Commercial Off The Shelf (COTS)	A non-developmental item of supply that is both commercial and sold in substantial quantities in the commercial marketplace, and that can be procured or utilized under contract. For example, technology related items, such as computer software, hardware systems or free software with commercial support qualify. COTS purchases are alternatives to in-house developments. COTS typically requires configuration that is tailored for specific uses.
Confidential Information	Includes any information determined to be confidential or proprietary under Federal and State of Texas laws including, but not limited to the Licensed Software and Documentation, marketing and business plans, and technical information of either party.
Criminal Background Investigation (CBI)	The process of looking up and compiling criminal records, commercial records and financial records (in certain instances such as employment screening) of an individual. Results of a background check typically include past employment verification, credit score, and criminal history.
Defect	An error, flaw, mistake, failure, or fault in a computer program or system that produces an incorrect or unexpected result, or causes it to behave in unintended ways.
Design	To make a detailed plan of the form or structure of something, emphasizing features such as its appearance, and efficient functioning.
Deployment Plan	All of the activities that make a system available for use. The general deployment process consists of several interrelated activities with possible transitions between them. These activities can occur at Vendor's site or at the City's site or both. "Deployment" should be interpreted as a general process that has to be customized according to specific requirements or characteristics.
Development	The lowest environment where initial code is implemented and tested.
Documentation	The written descriptions, plans or training provided by Vendor to the City regarding the EPRS's functionalities and operation, including, but not limited to, documentation for the EPRS which describes the structure, operation, interfaces and maintenance of the EPRS.
Excused Removal	Removal of a Key Person in the event the individual designated as a Key Person is terminated

	from or leaves the employment of the Vendor or is unable to perform services due to death, disability, an extended absence resulting from illness, jury duty or other unforeseen emergency, grave personal circumstances, or there are other circumstances that the parties agree precluded the Vendor from complying with this section.
Fully Operational	Meeting all requirements listed herein and having been accepted by the City.
Integration Testing	The execution of predefined business flows, or scenarios, that emulate how the System shall run the City business.
Key Personnel / Key Person	Individual who the Vendor will not remove from providing their assigned services under the SOW until their completion without CITY's prior approval, except in the event of an Excused Removal.
Load and Stress Testing	Testing that shall be conducted to ensure the System has the appropriate resources and can handle the expected volumes of transactions and data.
On-Site	Taking place or provided at the location where work or some other activity is being carried out. Specifically, on-site means a City designated physical location.
Performance Testing	Testing that is performed to determine how fast some aspect of the System performs under a particular workload. It can also serve to validate and verify other quality attributes of the System, such as scalability, reliability and resource usage.
Production	The environment used for live production City business transactions.
Project Manager	City appointed project manager for the project.
Recovery Point Objective (RPO)	The acceptable amount of data loss measured in time. The recovery point objective is the point in time to which Vendor must recover data as defined by the City. This generally defines what the City determines is an "acceptable loss" in a disaster situation. RPO is independent of the time it takes to get a non-functional system back on-line (the Recovery Time Objective). If the RPO is two hours, then when a system is brought back on-line after a disaster, all data must be restored to a point no longer than two hours before the disaster.
Recovery Time Objective (RTO)	The duration of time and a service level within which a business process must be restored to fully operational after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity. It includes the time for trying to fix the problem without a recovery, the recovery itself, tests and the communication to the users.
Services	All work or labor performed for the City on an independent Contractor basis other than construction.
System(s)	All goods and services, including, but not limited to, hardware, software, documentation, data, communications devices, consultation, implementation and training services and components delivered by Vendor to the City.
Test	The environment to which code is migrated after it has passed the testing completed in the Development environment.
Training	The environment which is used for EPRS end user training.
Unit Testing	The process in which configuration components and programs are validated to ensure they operate correctly according to the City's business requirements herein.
User Acceptance Testing (UAT)	Testing performed by a predefined set of end users. The test data should be as close to "live" data as possible.
Vendor	A person, firm, or entity that sells Goods and/or Services.

Communications and Technology Management Technical Reference Model and Standards
Appendix D

TECHNICAL REFERENCE MODEL		
Area	**Category**	**Standard**
Application Technology		
Development Tools	Analysis, Design and Modeling	UML
	Requirements Management	RSA (Rational Software Architect)
	Software Change and Configuration Management Tools	GIT CVS MS Team Foundation Server Subversion GIT
	Web Authoring Tools	Drupal (outward) Plone (Inward)
Software Engines	Search Engines	Solr
	Geographic Information System (GIS) Engines	ESRI ArcGIS for Desktop ArcGIS for Server ArcGIS Online Smallworld Electronic Office ArcSDE FME
	Business Rules Engines	BPM BPMN
	Business Process Management Engines	Websplore
Application and Web Server Software	Application Server Software	ASP.NET ArcGIS Server (includes server extensions) FME Server
	Web Server Software	Apache

		Internet Information Services (IIS) Cold Fusion IBM Websphere Oracle WebLogic
Integration Software	Enterprise Service Bus (ESB)	
	Service Registry	
	SOA Governance	
	Messaging Oriented Middleware (MOM)	
	Device Integration	
Application Testing Software	Debugging Test Tools	Visual Studio PL/SQL Developer Fiddler Chrome Developer Tools Firebug (Firefox plugin) IE Developer Tools
	Function Testing Tools	PL/SQL Developer
	Load and Performance Testing Tools	PL/SQL Developer Visual Studio
	System Testing Tools	Visual Studio PL/SQL Developer
	Unit Testing Tools	Visual Studio PL/SQL Developer
Information Management Technologies		
Business Intelligence & Data Warehouse Platforms	Business Intelligence Platforms	Microstrategies Qlikview Cognos
	Web Reporting Tools	Google Analytics Crystal Reports

		DBNetGrid Birt CADReports Microcall
	Dashboard/Scorecard Tools	Microstrategies
	Data Mining Tools	Oracle Discoverer PL/SQL Developer
	Data Warehouses	Oracle SQL Server
	Geospatial Tools	ArcGIS Desktop
	Data Analytics (Statistical Analytics, Prediction, and Modeling)	ERWin Visio
	Unstructured Data/ Natural Language Processing	EDIMS OS File CIFS
Data Management	Database Connectivity	PL/SQL Developer Oracle SQL Developer Oracle SQL *Net ODBC/OLE DB
	Object Oriented DBMS	Oracle
	Relational DBMS	Oracle SQL Server My SQL
	Columnar DBMS	Oracle SQL Server
	Database Related Management Tools	Oracle Enterprise Manager IDERA PL/SQL Developer
Data Integration	Database Replication and Clustering	PL/SQL Developer FME Oracle Real Applications Cluster (RAC)

		SQL Server Cluster
	Data at Rest	EMC NetApp Storage
	Data Synchronization	GeoWorx Sync DFS
	Extract, Transform, Load (ETL)	SQL Server Integration Server PL/SQL Developer FME Server FME Desktop SQLLoader Microsoft SSIS Oracle
	Data in Motion (Common Message Terminology and Semantics)	SQL *Net TCP/IP BigIP
Collaboration and Electronic Workplace		
Collaboration Software	Content Management	Sharepoint GIT Subversion Drupal CMS Plone CMS
	Electronic Messaging	Microsoft Exchange
	Unified Messaging	
	E-Mail and Calendaring	Microsoft Outlook
	Real Time and Team Collaboration	Sharepoint GOTOMYPC GoToMeeting Cisco VPN NetMotion Citrix Adobe Connect Vidyo

		tWiki FTP
	Shared Whiteboard	SmartBoard BMC Service Desk Express
	Process and Schedule Synchronization	Tivoli Windows Mobile Device Center
	Computer Based Training (CBT)	Adobe Connect
Productivity Software	Accounting and Finance	AIMS
	Desktop Publishing	Microsoft Publisher
	File Manager and Viewer	EIDMS (Opentext) Adobe Acrobat
	Enterprise Faxing	Captaris Rightfax
	Graphics Design Software	
	Health Care	ePCR
	Multimedia Software	Adobe Createsuites
	Standard Office Suite	Microsoft Office 2010
	Miscellaneous Productivity Tools and Utilities	HTML – RIT SnagIt
	Web Browsers	Internet Explorer (Internal staff) Firefox (Internal Staff) Safari (not patched) Chrome (not patched)
	Case Management	AMANDA BMC Magic Service Desk Express FDM Versadex LIMS
	Surveys	Survey Monkey Survey Builder Sharepoint
Systems Management		
Systems Management Tools	Alert management	Nagios

		Orion Solarwinds Puppet Microsoft SCCM Ideara Tivoli Trend IWSVA Netbotz ISX Environmental Monitoring Avaya ASA Avaya Session Manager ADV NMS
	Application Management	Tivoli
	Data Center Automation Software	Appsense Idera Microsoft SCCM EMC Networker APC Structureware Prologics Active Directory
	Disaster Recovery	NetApp VSC Replistor
	Monitoring	Nagios Orion Solarwinds
	System Change and Configuration Management	Puppet Microsoft SCCM
Network Infrastructure	Switching and Routing	CISCO ADVA
	Load Balancing and Failover	F5 Big IP
	Network Name and Address	Windows DHCP Windows DNS IP IPv6 (not used yet)

		IPsec WINS BIND DNS
Network and Telecommunications		
Transport	Local /Campus Area Network (LAN/CAN)	Cisco Brocade
	Wide Area Network (WAN)	Cisco ADVA
	Telecommunications	GAATN Fiber COATN Fiber AT&T Connections Avaya equipment Nortel equipment
	Cabling	BICSI
Wireless and Mobile Networks	Cellular Networks	AT&T (Public Safety) Verizon (Public Safety) AT&T (AVL- Public Safety) Verizon (AVL) Sprint (AVL)
	Secure WiFi	Cisco WAP
	Public WiFi	Cisco WAP
	Radio	P25 Motorola
	Satellite	
	Pagers	USA Mobility
	Aircards	Sprint Verizon AT&T
End User Computer Devices	Personal Computers (PCs)	Dell Optiplex Dell T3500 Dell T5500 Dell Latitude 6520

	Mobile Hardware	Win Mobile ipad iphone android smartphones
	Hardened laptops	Panasonic Dell
Platforms and Storage		
Operating Systems	OS - Desktop/Laptop	Win 7 Win 8
	OS – Mainframe	AIX
	OS – Mobile Device	Android Windows IOS
	OS – Server	Windows Server AIX Redhat CentOS
	OS – Cluster and Availability	VMWare HAEMP
	Application and OS Deployment	Puppet SCCM WDS
	OS Tools	Hyena
Cloud Services / Virtualization	Cloud Technologies	ArcGIS Online
	Virtualization Software	VMWare Citrix Xen Server Cisco VPN Client VirtualBox
Storage	Long Term Back-up	EMC Networker

		NetApp Avamar Legato
	Operational Recovery	EMC Networker NetApp Avamar
	Production	EMC Networker NetApp
System Management Tools	Network Performance Optimization	Microsoft SCCM Trend Antivirus Puppet GitHub PKI GPO Squid (caching) IBM HMC
	Logging	Splunk
	Patch Management	WSUS

.

Appendix D

TECHNICAL STANDARDS				
ID#	**Topic**	**Description**	**Priority - City Hosted**	**Priority - SaaS Only**
Technical Architecture				
1	General	The system shall have web-enabled components of the application that meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.	Mandatory	Mandatory
2	Application Architecture	The system shall provide all screens, reports and transactions through a web browser.	Preferred	Preferred
2.1	Application Architecture	No requirement to deploy application code to client workstations (Note: Java Runtime Environment (JRE) is an exception)	Mandatory	Mandatory
3	Application Architecture	The system shall provide the ability to automate the deployment of software and updates to user workstations including, but not limited to web-based deployment tools, push/pull software to the desktop. (Note: Applicable only to run-time environment, like Java)	Mandatory	Mandatory
4	Application Architecture	The system shall provide built-in application and system configuration tables accessible by all modules	Mandatory	Mandatory
5	Application Architecture	The system shall provide customizable user portals including, but not limited to the ability to customize menus and forms, by user without modification of program code.	Preferred	__
6	Application Architecture	The system shall provide (if needed) the ability to manage automatic job scheduling (i.e. batch jobs, billing) including, but not limited to the interface with external job schedulers and automatic notification capabilities when a job abnormally terminates. The City currently support UNIX CRON, Tivoli work Scheduler, Oracle DBMS_JOBS, and MS SQL DTS.	Mandatory	__
7	Application Architecture	The system shall provide forms-based data validation (field level validation) and display error messages when validation fails (i.e., user enters text in a numeric field).	Mandatory	Mandatory
7.1	Application Architecture	Copy, cut, paste, and undo capability from data fields and screens to other applications	Mandatory	Mandatory

8	Application Architecture	The system shall provide the ability to perform mass changes to a defined group of transactions, with appropriate selection criteria.	Mandatory	Mandatory
9	Application Architecture	The system shall provide the ability to effective date transactions and table updates including, but not limited to future and retroactive changes, based on user-defined criteria.	Mandatory	Mandatory
10	Application Architecture	The system shall provide the ability to drill down from a transaction view to the supporting source document or record, regardless of the module source	Mandatory	Mandatory
11	Database Architecture	The system shall provide standard data extraction Application Program Interface (API) to allow import and export of data to other systems.	Mandatory	Mandatory
12	Database Architecture	The system shall provide the ability to import and export information to/from external applications and formats including but not limited to the following:	Preferred	Preferred
12.1	Database Architecture	MS Word	Preferred	Preferred
12.2	Database Architecture	MS Excel	Preferred	Preferred
12.3	Database Architecture	MS Access	Preferred	Preferred
12.4	Database Architecture	PDF	Preferred	Preferred
12.5	Database Architecture	XML	Preferred	Preferred
12.6	Database Architecture	Comma delimited	Preferred	Preferred
12.7	Database Architecture	Tab delimited	Preferred	Preferred
12.8	Database Architecture	Space delimited	Preferred	Preferred
12.9	Database Architecture	Quotation delimited	Preferred	Preferred
12.10	Database Architecture	ASCII	Preferred	Preferred
12.11	Database Architecture	HTML	Preferred	Preferred
13	Database Architecture	The system shall provide the ability to encrypt sensitive data by column.	Preferred	Preferred
14	Database Architecture	The system shall provide the ability to encrypt sensitive data by row.	Preferred	Preferred
15	Database Architecture	The system shall provide Structured Query Language (SQL) capabilities for database queries.	Mandatory	__

16	Database Architecture	The system shall provide the ability to exchange database information using industry accepted standards and formats including the following:	Mandatory	Mandatory
16.1	Database Architecture	XML	Mandatory	Mandatory
16.2	Database Architecture	JSON	Mandatory	Mandatory
17	Database Architecture	The system shall provide the ability to utilize enterprise-defined naming conventions and standards including, but not limited to data elements, entities, tables, programs, report names, etc.	__	Preferred
18	Database Architecture	The system shall provide the ability to copy, archive and retrieve data to external storage media (e.g. tape, DVD, SAN) based on user-defined selection criteria.	Mandatory	Mandatory
19	Database Architecture	The system shall provide the ability to perform database maintenance including, but not limited to backup and upgrades without requiring system downtime during core business hours.	Mandatory	Mandatory
20	Infrastructure	Utilizes industry standard virtualization infrastructure capabilities to support load balancing.	Mandatory	Mandatory
21	Integration Architecture	The system shall provide the ability to set up appropriate approval, audit trail, and reconciliation procedures for all inbound and outbound interfaces.	Mandatory	Mandatory
22	System Administration Toolkit	If the proposed system is Simple Network Management Protocol (SNMP) compliant, the Vendor shall provide standard Management Information Base (MIB) files for all SNMP-enabled components.	Mandatory	__
23	Application Architecture	The system shall provide the ability to apply future upgrades and patches without impacting existing application user interface customizations (e.g., user-defined forms/fields, web interface, etc.).	Mandatory	Mandatory
24	Infrastructure	If the proposed solution includes electronic hardware such as servers or network devices, all network-enabled hardware must support auto-negotiation of network speeds and duplex settings, including 10 mbps, 100 mpbs and Gigabit Ethernet, if applicable.	Mandatory	__
25	Infrastructure	The proposed application should NOT require static network routes.	Mandatory	__

26	Infrastructure	The proposed solution must be capable of operating over routed subnetworks (does not require components to be co-located on the same subnetwork).	Mandatory	—
27	Database Architecture	The proposed solution shall include a method of purging record data from the database(s) ensuring referential integrity with master/ child records.	Mandatory	Mandatory
28	Application Architecture	The proposed solution shall support Distributed File System (DFS) shares for file access.	Mandatory	Mandatory
29	Database Architecture	The proposed solution shall use the same data validation criteria for bulk data loads as it does for manual data entry.	Mandatory	Mandatory
30	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall have display screens that are readable in conditions ranging from darkness to direct sunlight.	Mandatory	Mandatory
31	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall be resistant to heat, cold, moisture, dust and shock.	Mandatory	Mandatory
32	Infrastructure	If applicable, all supplied portable devices (laptops, hand-held units, etc.) shall be capable of receiving program or firmware updates via network connections.	Mandatory	Mandatory
33	Infrastructure	The Vendor shall use standard Domain Name Services (DNS) for identifying all server components in the system.	Mandatory	Mandatory
34	Infrastructure	The proposed solution shall use an accurate, NIST time source for a traceable time stamp, which is applied to various transactions or key events.	Mandatory	Mandatory
35	Infrastructure	If the solution back-end components use date/time stamping, the client-side components shall be synchronized with the back-end servers.	Mandatory	Mandatory
Solution Architecture				
36	System Flexibility	The system shall provide highly configurable screens including, but not limited to repositioning fields, renaming fields, removing or inactivating unused fields, and allowing the addition of custom-defined fields.	Preferred	Preferred

37	System Flexibility	The system shall provide the ability to accommodate long fields (e.g. long names, unicode, hyphenated names).	Preferred	Preferred
38	System Flexibility	The system shall provide the ability to define business rules based on user-defined criteria (e.g. organizational level, account code, bargaining unit, location, program, grant).	Mandatory	Mandatory
39	System Flexibility	The system shall provide the ability to create and/or modify user-defined business rules to validate data at the at the time of entry.	Preferred	Preferred
40	Security & Authentication	The system shall provide the ability to restrict access to the application for remote, by client IP address or network address range.	-	Mandatory
41	Security & Authentication	The system shall comply with all applicable City mandated security protocols and standards.	Mandatory	Mandatory
42	Security & Authentication	The system shall provide adequate protection of data covered by regulatory or other compliance requirements (e.g. U.S. Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA)).	Mandatory	Mandatory
43	Security & Authentication	The system shall provide the ability to use a single user sign-on for all modules with security configured for each module (i.e. user to gain access to the database associated with the application without re-entering the user ID and password). The single sign-on capability shall be compatible with the user's operating system sign-on.	Preferred	Preferred
44	Security & Authentication	The system shall provide the ability to create user IDs with an expiration date and time and link the user logon ID to the employee or contractor Information including, but not limited to identification number, assigned locations, etc.	Preferred	Preferred
45	Security & Authentication	The system shall provide the ability to support 128-bit SSL or higher or TLS, between the client browser and all application modules.	Mandatory	Mandatory
46	Security & Authentication	Provide encryption capability for application data exchanged between the front-end user system and the back-end servers.	Mandatory	Mandatory
47	Security & Authentication	The system shall provide protection against authorized access to data by persons and other software programs.	Mandatory	Mandatory

48	Security & Authentication	The system shall provide the ability to display, at logon, the last date and time the user accessed the system.	Preferred	Preferred
49	Security & Authentication	The system shall allow an administrator to inactivate user access	Mandatory	Mandatory
50	Security & Authentication	The system shall provide the ability to suspend user access based on a table-driven parameter (i.e. employment status).	Preferred	Preferred
51	Security & Authentication	The system shall allow the ability to manage user permissions centrally for all modules of the applications.	Mandatory	Mandatory
52	Security & Authentication	The system shall mask (i.e., substituting password characters with '*') passwords as they are entered into the system.	Mandatory	Mandatory
53	Security & Authentication	The system shall provide the ability to support using tokens and/or passwords for user logons.	Mandatory	Mandatory
54	Security & Authentication	The system shall provide the ability to for users to change password and allow users to periodically change their password and allow password expiration.	Mandatory	Mandatory
55	Security & Authentication	The system shall provide the ability to suspend user-access after a user-defined period (e.g. 90 days) of inactivity.	Preferred	Preferred
56	Security & Authentication	The system shall provide the ability to configure passwords including, but not limited to the following:	Mandatory	Mandatory
56.1	Security & Authentication	A minimum password length of at least eight characters.	Mandatory	Mandatory
56.2	Security & Authentication	Support passwords that are case sensitive, contain numbers, alphanumeric characters, and special characters.	Mandatory	Mandatory
56.3	Security & Authentication	Require complex passwords based on user defined criteria.	Mandatory	Mandatory
56.4	Security & Authentication	Prevent trivial passwords (e.g. repeat characters, keyboard strings).	Preferred	Preferred
56.5	Security & Authentication	Prevent re-use of passwords	Preferred	Preferred
56.6	Security & Authentication	Require non-dictionary-based passwords	Preferred	Preferred
57	Security & Authentication	The system shall provide the ability to record the date and time the password was changed.	Mandatory	Mandatory

58	Security & Authentication	The system shall provide the ability to deny user access after a City-defined number of unsuccessful attempts to logon.	Mandatory	Mandatory
59	Security & Authentication	The system shall provide the ability to log, based on user-defined criteria, each authorized and/or unauthorized access attempt. Log information includes, but is not limited to, user identification, IP address, date, time, transaction type, and type of access (e.g. read, modify).	Mandatory	Mandatory
60	Security & Authentication	The system shall provide the ability to record and maintain past security profiles (i.e. history of security access for an employee) when changes are made to an employee's security profile.	Preferred	Preferred
61	Security & Authentication	The system shall provide the ability to assign application access rights for the entire suite of applications at a single point of entry.	Mandatory	Mandatory
62	Security & Authentication	The system shall provide the ability to control access to all activities (e.g. online transactions, batch processing, report writer, query, system utilities) including, but not limited to the following levels:	Mandatory	Mandatory
62.1	Security & Authentication	System	Mandatory	Mandatory
62.2	Security & Authentication	Database	Mandatory	Mandatory
62.3	Security & Authentication	Module	Mandatory	Mandatory
62.4	Security & Authentication	Field	Mandatory	Mandatory
62.5	Security & Authentication	Inquiry	Mandatory	Mandatory
62.6	Security & Authentication	Report	Mandatory	Mandatory
62.7	Security & Authentication	Approval	Mandatory	Mandatory
62.8	Security & Authentication	Transaction	Mandatory	Mandatory
62.9	Security & Authentication	Table	Mandatory	Mandatory
62.10	Security &	Individual	Mandatory	Mandatory

	Authentication			
62.11	Security & Authentication	Group	Mandatory	Mandatory
62.12	Security & Authentication	Organization (e.g. department, division)	Mandatory	Mandatory
62.13	Security & Authentication	User Role (e.g. supervisor, data entry, review only) across all functional areas.	Mandatory	Mandatory
62.14	Security & Authentication	User Site (i.e. location) across all functional areas.	Mandatory	Mandatory
62.15	Security & Authentication	Position across all functional areas.	Mandatory	Mandatory
62.16	Security & Authentication	Period	Mandatory	Mandatory
63	Security & Authentication	The system shall provide the ability to create and maintain security profiles to control access including, but not limited to the following:	Mandatory	Mandatory
63.1	Security & Authentication	Employee Level	Mandatory	Mandatory
63.2	Security & Authentication	Module	Mandatory	Mandatory
63.3	Security & Authentication	Field	Mandatory	Mandatory
63.4	Security & Authentication	Transaction Type	Mandatory	Mandatory
63.5	Security & Authentication	Employee Group	Mandatory	Mandatory
63.6	Security & Authentication	Standard Report	Mandatory	Mandatory
63.7	Security & Authentication	Ad hoc Report	Mandatory	Mandatory
64	Security & Authentication	The system shall provide the ability to automatically log users off the system when there has been no activity for a pre-defined period.	Mandatory	Mandatory

65	Security & Authentication	The system shall provide the ability to generate summary and detail reports including, but not limited to user access, usage logs, audit logs, failed and/or unauthorized access attempts based on user defined parameters (e.g. audit requirements). The system shall also provide the ability to alert the application administrator when any of these events exceed a specific threshold.	Mandatory	Mandatory
66	Security & Authentication	The system shall provide the ability to utilize session encryption methods necessary to ensure the secure electronic transfer of sensitive information.	Mandatory	Mandatory
67	Database Architecture	The system shall provide the ability to set up log event triggers to automatically notify the system administrator when user-defined database conditions are met. (Note: If a hosted solution, provide access to configurable alerts)	Mandatory	
68	Audit	The system shall provide user-defined audit features for all transactions in solution including, but not limited to all historical changes, date, time, and User ID of the person making the change.	Mandatory	Mandatory
69	Audit	The system shall provide the ability to prevent audit records from being deleted or altered, except as part of a system administration archival process.	Mandatory	Mandatory
70	Audit	The system shall provide the ability for audit-tracking reports including, but not limited to user access and usage logs.	Mandatory	Mandatory
71	Audit	The system shall provide the ability to archive and restore audit logs.	Mandatory	Mandatory
72	Data Storage & Archiving	The system shall provide online access to the current year plus unlimited previous years of all types of data retained in the system, and shall provide archive capabilities thereafter.	Mandatory	Mandatory
73	Data Storage & Archiving	The system shall provide the ability to archive data to external storage media and support partitions, based on user-defined including, but not limited to number of years.	Mandatory	Mandatory

74	Data Storage & Archiving	The system must be capable of exporting all the content, including all the metadata entered by users as well as system generated metadata and any digital objects associated with the content, into non-proprietary file formats (e.g. xml/csv/txt and Tiff/PDF/JPG etc.) and all exported content must be linked either through naming conventions or metadata elements. This shall include the following capability:	Preferred	Preferred
74.1	Data Storage & Archiving	For content that is of permanent value, the system shall have a mechanism of extracting that content, and all associated metadata, from the system on a pre-defined time schedule, as well as by ad hoc requests.	Preferred	Preferred
75	Business Continuity and Disaster Recovery	The system shall provide full recovery and system backup capabilities for all online and batch transactions according to City-specified timeframes.	Mandatory	Mandatory
76	Business Continuity and Disaster Recovery	The system shall provide the ability to restore transactions from the database transaction log.	Mandatory	Mandatory
77	Business Continuity and Disaster Recovery	The system shall provide software redundancy, including but not limited to:	Mandatory	Mandatory
77.1	Business Continuity and Disaster Recovery	Software crash tolerance (i.e. server and client software shall maintain its integrity in case of power failures and abrupt shutdowns).	Mandatory	Mandatory
77.2	Business Continuity and Disaster Recovery	Redundancy in the application server tier with automated cut-over	Mandatory	Mandatory
77.3	Business Continuity and Disaster Recovery	Redundancy in the database server tier with automated cut-over	Mandatory	Mandatory
77.4	Business Continuity and Disaster Recovery	Restart and recovery capability after system/server failure with no loss of data or software components.	Mandatory	Mandatory
77.5	Business Continuity and Disaster Recovery	Roll-back capability	Mandatory	Mandatory

77.6	Business Continuity and Disaster Recovery	Integrity checking capability to identify the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team.	Mandatory	Mandatory
77.7	Business Continuity and Disaster Recovery	File protection capability to limit the types of operations (e.g. read, write, delete, data dictionary modification) that can be performed by individual users on given data or program files.	Mandatory	Mandatory
77.8	Business Continuity and Disaster Recovery	Incremental, differential, and full backups and restores of the database, core and customized software, software and database configuration options, user preferences and rights, etc. This includes the ability to recover specific data records and/or files from backup and/or near-line storage.	Mandatory	Mandatory
78	Business Continuity and Disaster Recovery	The system shall provide the ability for authorized users to view and print application error logs online.	Preferred	
79	Business Continuity and Disaster Recovery	The system shall provide the ability to alert specified users when key components are unavailable (e.g., DBMS, servers, interfaces, network transport, etc.).	Mandatory	Preferred
80	Business Continuity and Disaster Recovery	The proposed solution shall permit the administration of application updates and operating system security patches without downtime.	Preferred	Preferred
81	Security & Authentication	The system shall be PCI-compliant when handling credit card transactions.	Mandatory	Mandatory
82	Security & Authentication	The system shall ensure the City's data is not made available to any other parties not specifically authorized to view or access the data. (ASP Hosted)	__	Mandatory
83	Security & Authentication	If, as a result of annual security assessments, high vulnerabilities are discovered, they must be remediated within one month of discovery.	__	Preferred
84	Security & Authentication	The vendor must conduct a 3rd party annual security assessment of all tiers of its hosting facility, including application servers and network devices. Copies of the security audit reports must be provided to the City of Austin annually. (ASP Hosted)	__	Mandatory

85	Data Storage & Archiving	The vendor shall provide the City a complete copy of current and archived data hosted by an ASP provider in the event of contract termination. (ASP Hosted)	__	Mandatory
86	Data Storage & Archiving	Hosted solutions shall support off-line storage of the City's data at the City's site. (ASP Hosted)	__	Mandatory
87	Data Storage & Archiving	The solution shall support future releases of the application without rendering the archived data unusable.	Mandatory	Mandatory
88	Security & Authentication	The proposed solution shall not require operating system administrator privileges on the client workstation(s) to run or receive application updates.	Mandatory	Mandatory
89	Security & Authentication	If bulk data loads via the Internet are supported by the solution, a secure network transport method for bulk data shall be supported.	Mandatory	Mandatory
90	Security & Authentication	When new users are created, the security permissions assigned to the new accounts shall default to least privileged.	Mandatory	Mandatory
91	Security & Authentication	Authorized users shall have the ability to monitor (in near real-time) and report on file access activities for a particular user, group, application, device, and file.	Preferred	Preferred
92	Security & Authentication	The solution shall display a configurable security banner upon login.	Preferred	Preferred
93	Security & Authentication	The proposed solution shall include re-assignable application ports to maintain network security.	Preferred	Preferred
94	Security & Authentication	The proposed solution shall provide a method to rename built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Preferred	Preferred
95	Security & Authentication	The proposed solution shall provide a method to change the passwords for built-in system accounts (i.e. Administrator, Admin, Super, etc.)	Mandatory	Mandatory
96	Security & Authentication	When the vendor is connected to the City's VPN for solution support purposes, single tunneling shall be required (which means that they are disconnected from their local network during the VPN session).	Mandatory	Mandatory

97	Security & Authentication	Passwords must NOT be included in automated sign-on procedures, stored unencrypted in cache, or transmitted as clear text over the network.	Mandatory	Mandatory
98	Security & Authentication	The application shall provide a transaction log related to changes made to security (roles/groups/permissions).	Mandatory	Mandatory
99	Security & Authentication	To help enforce City's security policies, the solution shall allow the application administrator to disconnect a particular user and to lock out a user during an active session.	Mandatory	Mandatory
100	Security & Authentication	The application shall allow the Application Administrator to restrict generic logins.	Mandatory	Mandatory
101	Security & Authentication	The application shall allow the Application Administrator to set the number of concurrent logins for a particular user on the same or on multiple workstations. The application shall generate an alert if a user attempts or exceeds this number.	Preferred	Preferred
102	Data Storage & Archiving	The solution shall be capable of utilizing computer storage devices (SAN).	Mandatory	__
103	Data Storage & Archiving	The City shall be able to accurately plan for storage and backup requirements, both for initial implementation and for future growth.	Mandatory	__
104	Data Storage & Archiving	The proposed solution shall be capable of dynamically accepting changes to network configurations with little or no impact on solution availability (i.e. installing additional servers/workstations and changing the IP or subnet of any of the servers).	Mandatory	__
Solution Technology				
105	End-User Interface	The system shall provide end-user interfaces capabilities including, but not limited to the following:	Preferred	Preferred
105.1	End-User Interface	Consistent look and feel across all modules.	Preferred	Preferred
105.2	End-User Interface	Ability to customize views throughout all modules at the field and record level.	Preferred	Preferred

105.3	End-User Interface	Enable the user to complete each step in the workflow process within a given screen (i.e. the end-user shall not be required to navigate to multiple screens to complete a task(s) in the workflow).	Preferred	Preferred
106	End-User Interface	The system shall provide a variety of ways to navigate the system including, but not limited to the following:	Preferred	Preferred
106.1	End-User Interface	Menu-driven	Preferred	Preferred
106.2	End-User Interface	Drop-down lists for selection of valid responses	Preferred	Preferred
106.3	End-User Interface	Icon-based	Preferred	Preferred
106.4	End-User Interface	Kiosk, mobile device presentation	Preferred	Preferred
107	End-User Interface	The system shall allow customizable views, including but not limited to the ability to accommodate both the casual and power users requiring different views, and the integration of information from multiple modules into a unified end-user display	Preferred	Preferred
108	End-User Interface	The system shall provide “out of the box” functionality which allows end-users data entry and/or inquiry access from mobile/devices/PDAs.	Preferred	Preferred
109	End-User Interface	The system shall support multiple languages for specific transactions including, but not limited to time entry and public portal.	Preferred	Preferred
110	End-User Interface	The system shall meet Web Accessibility standards including, but not limited to the ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see http://www.access-board.gov/sec508/summary.htm). (Web based applications must be ADA compliant following the specifications of 508c of the Americans With Disabilities Act. If compliance is not possible, reasonable alternatives may be considered.)	Mandatory	Mandatory
111	Data Entry Support & On-Line Help	The system shall provide field level edit checks for transactions during data entry and provide immediate user feedback including, but not limited to error messages, potential possible corrective actions, warnings, data validation from external sources (e.g. GIS data for address validation, USPS for zip code validation).	Preferred	Preferred

112	Data Entry Support & On-Line Help	The system shall provide online help that displays data field definitions for all user-entered data fields.	Preferred	Preferred
113	Data Entry Support & On-Line Help	The system shall provide the ability to design a preferred sequence to make data-entry columns and fields match the order of information in organization source documents.	Preferred	Preferred
114	Data Entry Support & On-Line Help	The system shall provide the ability to describe the nature of data entry errors and potential solutions.	Preferred	Preferred
115	Data Entry Support & On-Line Help	The system shall provide the ability to allow data entry fields to default to the last entry for applicable data fields as determined by the City.	Preferred	Preferred
116	Data Entry Support & On-Line Help	The system shall provide the ability to auto-fill an entry based on the transaction and/or field entry (e.g., dates, city, state, zip, etc.)	Preferred	Preferred
117	Data Entry Support & On-Line Help	The system shall provide the ability to restrict free form entry (e.g. require use of drop-down calendar for date field).	Mandatory	Mandatory
118	Data Entry Support & On-Line Help	The system shall provide the ability to accept mass data entry from an external source, including the ability to load through automated interface.	Preferred	Preferred
119	Security	The system shall have the ability to encrypt data (e.g. medical records, personal information)	Preferred	Preferred
120	Data Entry Support & On-Line Help	The system shall provide the ability to perform intelligent spell checking of text fields.	Preferred	Preferred
121	Data Entry Support & On-Line Help	The system shall provide the ability to minimize the use of the mouse when an end-user performs data entry functions.	Preferred	Preferred
122	Data Entry Support & On-Line Help	The system shall provide the ability for user to receive confirmations and notifications for user transactions, batch transactions, and system administrator transactions.	Preferred	Preferred
123	Data Entry Support & On-Line Help	The system shall provide the ability for end-users to receive clear and non-technical error messages including, but not limited to the following:	Preferred	Preferred
123.1	Data Entry Support & On-Line Help	The exact status of the transaction.	Preferred	Preferred

123.2	Data Entry Support & On-Line Help	The options for on-line help.	Preferred	Preferred
123.3	Data Entry Support & On-Line Help	The options for additional help including phone, fax number, and a pre-formatted e-mail problem report.	Preferred	Preferred
124	Data Entry Support & On-Line Help	The system shall provide customizable auto-save functionality that periodically retains data in case data entry is suspended or interrupted.	Preferred	Preferred
125	Data Entry Support & On-Line Help	The system shall provide the ability for the City's authorized users to create and/or modify the content of on-screen error messages.	Preferred	Preferred

CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
REVISED 02/27/2014
SOLICITATION NUMBER: SMW0120

1. **PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability of product (10 pages or less)
- Statement of assumptions made

Proposals should be bound documents with sequentially numbered pages including a table of contents. The proposal itself shall be organized in the following format and informational sequence:

A. **Cover Letter**: On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.

B. **Table of Contents**: Table of contents with all pages sequentially numbered

C. **Business Organization:** Response should include the following:

i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.

ii. Listing of principal officers of the company including name, title, and tenure.

iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?

iv. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.

v. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

vi. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

vii. Has your firm ever failed to complete any work awarded to you? If so, where and why?

viii. Has your firm ever been terminated from a contract? If so, where and why?

D. **Prior Experience & References**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000. Supply the project title, year, project description including details and size to qualify as

applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.

Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- System description (hardware and software configuration, version number of software and network configuration)
- Date of system installations

E. **Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

F. **Technical Requirements:**

As per Section 0500, Part 4.0, each table provides a description of the desired vendor response.

Responses for each technical requirement should include:

- Reference to the requirement number or ID
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices
- Documentation or evidence as requested in the required response

G. **Functional Requirements:**

As per Section 0500, Part 5.0, each table provides a description of the desired vendor response. The vendor should feel free if applicable to address any tooling detail relevant to their offerings even if we determined it was out of scope.

Responses for each functional requirement should include:

- Reference to the requirement number
- Indication of how/if the requirement or associated feature shall be met: base (out of the box) functionality, configuration, 3rd party solution, customization, or not available. Unless otherwise specified, each response will be considered classified as base functionality.
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices

H. Supplemental Submittal Requirements:

1. General

1.1 Provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.

1.2 Provide descriptions of the Vendor's senior management team that detail their background and industry experience.

1.3 Describe how the system protects data from security breaches. Include any applicable descriptions of insurance, roles/responsibilities, policies and remediation procedures pertaining to data breach and fraud.

1.4 Provide evidence of experience with projects of similar size, scope, and complexity.

1.5 Describe any special knowledge, facilities or personnel relevant to this RFP.

1.6 Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

2. Project Management

2.1 Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.

2.2 Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the City and the Vendor.

2.3 Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.

2.4 Describe any communication strategies and best practices that would be employed as part of the solution implementation.

3. Testing

3.1 Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.

3.2 Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.

3.3 Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user

acceptance testing. Specify proposed demarcation of responsibilities between the City and the Vendor.

4. Implementation

4.1 Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the City and the Vendor.

4.2 Describe the qualification and experience of personnel that may be deployed to the City's site.

4.3 Describe the specific On-Site implementation services that are offered. The City's preference is that these services are offered from local or regionally based locations.

4.4 Describe how the "go-live" will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities. Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of responsibilities between the City and the Vendor. The Plan should explicitly include those activities necessary to prepare City personnel for post-implementation roles.

4.5 Describe past "go-lives" that were completed successfully including any pertinent lessons learned and best practices.

5. Training and System Documentation

5.1 Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the City and the Vendor.

5.2 Describe what kinds of training materials will be provided and how these can be modified for use by City staff to conduct user training. Provide sample of most recent training materials.

5.3 Describe the process that will be used to keep users up to speed on new features and system upgrades.

5.4 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

6. Support and Ongoing Service

6.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.

6.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to City resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.

6.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.

6.4 Describe any planned releases and roadmaps associated with expanding or improving the system in the future.

H. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

I. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

J. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

K. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

L. **Cost Proposal**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price for the initial purchase and implementation will be retained until submission and acceptance of all work products.

Proposer must submit the completed cost proposal spreadsheet provided in Attachment A. Proposer must provide all costs (with 4 year forecast) associated with this project such as:

- Hardware
- Software
- Third party software (if applicable)
- Implementation
- Interface/Integration
- Documentation
- Project Management Services
- Annual Maintenance & Support (for four years following final acceptance and the warranty period)

- Others (if applicable)

Along with the cost proposal, provide a proposed payment schedule with deliverables and acceptance criteria for each.

i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. **EXCEPTIONS**:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work.

3. **PROPOSAL PREPARATION COSTS**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. 100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Total Cost of Proposal	20

Evaluation Factor No.	Title	Maximum Point Value
2	Technical Requirements	20
3	Functional Requirements	30
4	Supplemental Submittal Requirements	20
5	Local Business Presence	10
6	Financial Viability/Stability	PASS/FAIL

(1) **Total Cost Proposed – 20 points**

- Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis

(2) **Technical Requirements Proposed (As per Section F above)- 20 points**

- Responses to Technical Requirements included in section 0500, Scope of Work part 4

(3) **Functional Requirements Proposed (As per section G above) – 30 points**

- Responses to Functional Requirements included in section 0500,Scope of Work part 5

(4) **Supplemental Requirements Proposed (As per Section H above) – 20 points**

- General
- Project Management
- Testing
- Implementation
- Training and System Documentation
- Support and Ongoing Services

(5) **Local Business Presence – 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

(6) **Financial Viability/Stability – Pass/Fail**

ii. Interviews/Demonstrations, Optional. Interviews or Demonstrations may be conducted at the discretion of the City. Maximum 20 points

ATTACHMENT A: COST PROPOSAL

The City anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the City's stated objectives. The City reserves the right to award in our best interest including options such as the software without services etc.

Software and Maintenance Costs

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software					
Licensing					
Hosting Fees (if Vendor hosted)					
Annual Maintenance and Support					
Other Costs if Required*					
Per Year Total					

*Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software referenced in the response to Requirements.

Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation for both phases.

Description	Phase One Cost	Phase Two Cost
Implementation Services		
Training		
System Integrations		
Other Costs if Required		
Total Cost		

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)				

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items are for informational purposes and will not be considered as part of the cost evaluation of the proposal.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, IF APPLICABLE.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0815: Living Wages and Benefits Contractor Certification

Company Name _____

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

(2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer:_____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer:_____ Which State:_____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer:_____