



## **Request for Qualifications**

### **Services for Computerized Maintenance Management System (CMMS) System Selection**

**Zone 7 Water Agency**

**Issued: February 5, 2024**

**Due: March 1, 2024**

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#### **Section 1.0**      **Intent**

Zone 7 Water Agency (hereafter referred to as “Agency” or “Zone 7”) is seeking Statements of Qualifications (SOQs) from qualified software development firms to provide a Computerized Maintenance Management System (CMMS). The purpose of the CMMS is to support the maintenance and management of capital assets, support the asset management program, and to schedule and manage maintenance work activities. The purpose of this Request for Qualifications (RFQ) is to obtain SOQs from experienced and qualified CMMS solution vendors with products and capabilities to provide a solution that will satisfy Zone 7’s requirements. Zone 7 intends to execute a Professional Service Agreement (PSA) with the most qualified vendor. The final scope will be negotiated with the selected Proposer.

The solution requirements set forth in this RFQ are intended to provide Zone 7 with CMMS software, first-year software maintenance/subscription, subsequent years of maintenance/subscription (not to exceed five years), user documentation, technician and general user training, and other services deemed necessary to install, troubleshoot, and maintain the CMMS.

## **Section 2.0**      **Description of the Agency**

### ***2.1.1 Zone 7 Water Agency History***

The Agency is a dependent special district established under the Alameda County Flood Control and Water Conservation District Act (the “District Act”). The District Act (Act 20 of the Uncodified Acts of the California Water Code) was passed by the state Legislature in 1949. The Agency was established by a vote of the residents of the Livermore-Amador Valley (the “Livermore Valley”) area in 1957, with its own independently elected board to provide local control of integrated water resources. The Agency is responsible for providing wholesale treated (drinking) and untreated (agricultural irrigation) water, flood control, and groundwater management throughout eastern Alameda County.

The Agency is further authorized by the District Act to prevent interference with or diminution of, or to declare rights in the natural flow of any stream or surface or subterranean supply of waters used or useful for any purpose of the Agency and to prevent contamination, pollution or otherwise rendering unfit for beneficial use the surface or subsurface water used or useful in the Agency. The Agency has broad powers to finance, construct, and operate a system for the transportation, storage, treatment, and distribution of water. The Agency is also authorized to levy replenishment assessments upon the production of groundwater from all water-producing facilities, whether public or private, within the Agency’s service area.

In 2003, the legislature passed Assembly Bill 1125 and gave the Agency Board full authority and autonomy to govern matters solely affecting the Agency independently of the Alameda County Board of Supervisors. The Alameda County Board of Supervisors, acting as the Board of Supervisors of the Alameda County Flood Control and Water Conservation District (the “District”), governs the other nine zones of the District. The other zones are operationally and financially independent from the Agency.

### ***2.1.2 Zone 7’s Facilities***

Zone 7 is a public water agency serving wholesale treated water to four major retailers, City of Pleasanton, City of Livermore, Dublin San Ramon Services District, and the Livermore District of the California Water Service Company. Zone 7 currently has two conventional surface water treatment plants, namely Del Valle Water Treatment Plant (DVWTP) and Patterson Pass Water Treatment Plant (PPWTP), with a combined rated capacity of 64 million gallons per day (MGD). Both treatment plants recently underwent major upgrades to install ozone treatment and related improvements. Zone 7 currently owns and operates ten municipal supply wells located in four wellfields, namely Hopyard, Mocho, Stoneridge, and Chain of Lakes, with a total combined pumping capacity of approximately 45.6 MGD. To treat water that is high in total dissolved solids (TDS) within the Mocho wellfield, Mocho Groundwater Demineralization Plant uses reverse osmosis (RO) membrane technology to produce up to 6 MGD of demineralized water. Zone 7

recently constructed a PFAS treatment facility at the Stoneridge well, with another facility under construction to treat the Chain of Lakes wells. In addition, Zone 7 has three transmission system booster pump stations, five treated water storage reservoirs (including clearwells at the plants), and approximately 41 miles of large diameter treated water transmission pipelines with associated system appurtenances.

## **Section 3.0**      **Project Background**

Improving overall system reliability and business process are priorities of Zone 7's Strategic Plan. A key initiative is to evaluate and improve Zone 7's ratio of preventative to reactive maintenance. As part of this initiative, Zone 7 would like to select the right CMMS to support its critical equipment reliability by providing a tool that helps improve operations, maintenance, engineering support, asset management, and capital planning process.

In 2019, Zone 7 conducted a Risk and Resilience Assessment of its water supply and flood control system, and identified several gaps related to the CMMS. Zone 7 is looking to select a CMMS that is appropriate for the agency size and desired goals – a “right sized” system that is neither too complicated and costly, nor one that is too simplistic and unable to provide the features that Zone 7 requires.

## **Section 4.0**      **Instructions to Proposers**

### **4.1 Anticipated Schedule**

The schedule in Table 1 should be used as a working guide for planning purposes. Zone 7 reserves the right to adjust the schedule as required during the course of the RFQ process.

**Table 1: Schedule of Events**

<b>Item</b>	<b>Approximate Date</b>
RFQ released to vendors	February 5, 2024
RFQ question and answer period ends	February 16, 2024
SOQ due	March 1, 2024
Vendors notified for interview presentations	March 22, 2024
Demonstration scripts forwarded to all shortlisted vendors	
Selected Vendor presentations to Zone 7	April 12, 2024
Preferred vendor determined by Zone 7 CMMS Selection Task Force	May 3, 2024
Agreement negotiations concluded	May 24, 2024
Agreement approved by Board of Directors	June 19, 2024

### **4.2 Questions**

Questions or comments regarding this RFQ must be e-mailed to Valerie Pryor ([vpryor@zone7water.com](mailto:vpryor@zone7water.com)) no later than 2:00 pm on February 16, 2024. Responses from Zone 7 will be communicated by e-mail to all recipients of this RFP and posted at <https://www.zone7water.com/construction-business-opportunities>

### **4.3 Submittal Instructions**

All SOQs are to be submitted electronically to the Zone 7 Project Manager, Valerie Pryor, at [vprior@zone7water.com](mailto:vprior@zone7water.com) no later than 2:00 pm on March 1, 2024.

SOQs received after this time will not be accepted and cannot be considered. It is the responsibility of the Proposer to ensure that the Zone 7 Project Manager received the email.

The Proposer's email shall be clearly marked with the company name and "RFQ for Services for Computerized Maintenance Management System (CMMS) Selection" in the subject line of the email.

#### **4.3.1 *Public Record Act Requests***

Zone 7 believes that the public interest is served by securing the best quality work at the lowest price. Accordingly, we request information about your company's qualifications, past experience, and other similar items. Under California law, if requested to provide a copy of your Proposal to a third party, we will do so in order to comply with the California Public Records Act (Government Code Sec. 6250 et seq.).

Any language purporting to render the entire Proposal confidential or proprietary will be ineffective and will be disregarded. If you believe that any information that you will be providing to Zone 7 is confidential or is subject to protection as a trade secret, please clearly mark that information as confidential in your submittal. You may highlight the confidential information in yellow or otherwise mark it so that Zone 7 personnel clearly know that it is confidential or trade secret information.

Zone 7 will do its best not to disclose confidential or trade secret information that is clearly marked as such, but you should know that you bear the risk of marking the confidential/trade secret information sufficiently clearly so as to allow Zone 7 personnel to redact that information prior to providing it to a requestor. Zone 7 assumes no responsibility for any failure on your part to mark the information sufficiently clearly so as to allow our staff to redact the information at the appropriate time.

Prior to disclosing your Proposal to a requestor, Zone 7 will provide you with reasonable notice of the request and a reasonable opportunity to seek a protective order from a court of competent jurisdiction. Zone 7 will not contest your request for a protective order but will also not contest a request for your response to the request for proposals. Zone 7 will comply with any order regarding disclosure from a court of competent jurisdiction.

#### **4.3.2 *Proposal Documents Inclusion***

At the sole discretion of Zone 7, the Proposal Documents may be deemed a part of the contract resulting from this RFP, if awarded.

#### **4.3.3 *Withdrawal of Proposals***

A Proposer may withdraw its Proposal at any time before the expiration of the time for submission of Proposals as provided in this RFP by sending a written request by email for withdrawal signed by, or on behalf of, the Proposer to the Zone 7 Project Manager. The time of receipt of the email shall be the time such request is received in hand by Zone 7. The Proposer

assumes the risk of any failed delivery. It is the responsibility of the Proposer to ensure that the email was received by the Zone 7 Project Manager.

#### **4.3.4 Rights of Zone 7**

This RFP does not commit Zone 7 to enter into a contract, nor does it obligate Zone 7 to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of a contract.

Zone 7 may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the services described in this RFP.

All property rights, including publication rights of all reports produced by Proposer in connection with services performed under this agreement shall be vested in the Agency. The Proposer shall not publish or release any of the results of its examination without the expressed written permission of the Agency.

The Agency reserves the right to retain all Proposals submitted and to use any ideas in a Proposal regardless of whether the Proposal was selected. Submission of a Proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between the Agency and the firm selected.

All Proposals become the property of the Agency and shall not be returned to the Proposer. Zone 7 reserves the right to:

1. Reject any or all Proposals.
2. Issue subsequent Requests for Proposals.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Approve or disapprove the use of particular subcontractors.
6. Negotiate with any, all, or none of the Proposers.
7. Solicit best and final offers from all or some of the Proposers.
8. Award a contract to one or more Proposers.
9. Award a contract to a team created by Zone 7 from the Proposers and/or its subcontractors.
10. Award a contract to a Proposer other than the one with the lowest rates.
11. Waive informalities and irregularities in Proposals.

## **Section 5.0 SOQ Format and Content**

### **5.1 SOQ Format**

Zone 7 reserves the right to request additional information from Proposers during the SOQ evaluation process.

### **5.2 Contents of SOQ**

The SOQ has 2 parts:

1. Attachments A and B
2. SOQ not to exceed 25 pages

### **5.2.1 Attachments A and B**

Attachment A provides a list of Zone 7 CMMS Software Requirements rated by level of importance. Proposers should use the available Excel file to mark “X” in the “Yes” or “No” column of the spreadsheet. Un-answered questions will be scored as “0”. The final tally and score are at the bottom of the spreadsheet.

Attachment B provides a list of topics and questions important to Zone 7. Provide brief descriptions of up to 800 characters for each question/topic in Attachment B. Each question will be rated as follows:

Criteria	Score
Exceeds Expectations	4
Meets Expectations	3
Partially Meets Expectations	2
Does Not Meet Expectations	1
Does not provide relevant information based on the question	0

### **5.2.2 Detailed Statement of Qualifications (SOQ)**

Detailed SOQs must be submitted in standard 8.5-inch by 11-inch format. Font size should not be smaller than 11 point, and standard margins should be used. Detailed SOQs shall not exceed 25 pages in length with suggested page allocations shown in each of the 5.2.2 sub sections.

Zone 7 discourages the inclusion of general marketing materials unless they are used to provide specific, relevant information.

All SOQs should be submitted by the Proposer and organized in the order shown in Section 5.2.2. The content of the SOQ must be clearly labeled with pages numbered. Failure by a Proposer to include all required content may result in disqualification of the SOQ.

Each section will be rated as follows:

Criteria	Score
Exceeds Expectations	4
Meets Expectations	3
Partially Meets Expectations	2
Does Not Meet Expectations	1
Does not provide relevant information based on the question	0

A final score will be calculated by summing the score for each section.

#### *5.2.2.1 Company Background*

*Not to exceed one (1) page.*

The Proposer shall provide a brief description and history of the firm at a minimum include:

- A brief description and history of the company, location of corporate headquarters, and executive management staff.
- Current size of company in terms of sales, revenue, number of employees, and client installations.
- General qualifications of the company to respond to this RFQ.
- List of any subcontractors or partners anticipated to be used to deliver the project.
- Amount of resources, including human and/or financial capital, reinvested annually in system development, functionality enhancement, and technology upgrades.
- Description of the company's involvement, if any, with setting of standards or defining market leadership in areas relevant to the SOQ.
- Brief, factual synopsis of the financial performance of the company; Appendix A of the SOQ should include current financial statements of the company, annual reports, and Dun and Bradstreet reports; company financial statements provided by Proposer must be prepared by a Certified Public Accountant and notarized.

#### *5.2.2.2 Description of CMMS Functionality*

*Not to exceed one (1) page.*

Attachment A and B of this RFQ present a brief overview of the Proposer's CMMS relative to Zone 7's priorities. For this section of the detailed SOQ provide any additional details relevant to Zone 7's priorities, responses should be succinct but complete, noting versions and releases where appropriate, and noting any assumptions, alternatives, and additional information that the Proposer deems necessary to describe the business process environment of the proposed CMMS software.

#### *5.2.2.3 CMMS Software Maintenance*

*Not to exceed two (2) pages.*

The Proposer shall provide a description of the CMMS software maintenance lifecycle; overall enhancement, release upgrades, and patch/fix processes; levels of support services; and general company philosophy regarding maintenance practices.

The CMMS Software Maintenance response shall include the following content:

##### **Software Support**

- Levels of support policies, services included, and the recommended level of support for Zone 7 based on previous experience.
- Approach to maintenance available such as turnkey, client-maintained with patch/fix, release support, remote administration, client notification process and how it is covered in the maintenance plan.
- The CMMS software "product lifecycle" in terms of average number of minor/point releases per year, the major/version upgrade cycle and what support is included in the basic provisions of the annual software maintenance agreement. If the solution is not a

managed product, describe how Zone 7 will receive upgrades and how the system will be maintained over a period of time.

- Access to on-line web and/or call center technical support services and access availability (e.g. 24x7x365) within the basic provisions of the software maintenance agreement and optional support service available.
- Classification of problems, priorities, response and resolution timeframes, and the issue escalation procedure.
- User group forums, conferences, or web-based discussion rooms, as part of maintenance support, used to discuss product evolution, industry needs, input for enhancements, and preview of upcoming versions or major releases; number of seats or attendees included with the maintenance agreement.

### **Software Licensing**

- Services provided under the software maintenance agreement or software license agreement and CMMS software licensing policy. Attach a sample software license agreement and general terms and conditions of ownership in Appendix B.
- Software licensing profiles/tiers and relationship to types of maintenance agreements available and being proposed to Zone 7.
- The number of release or versions supported at any point in time and the usual length of time before the oldest version is no longer supported.

### **Software Warranty**

- Warranty periods, any guarantees, and the point during installation at which the first-year maintenance period officially begins and when the warranty period terminates.
- The point during configuration when the subscription service period begins.

### **Legal**

- Provisions in the software license or maintenance agreement for escrow of source code, buybacks, etc. in the event of company takeover/acquisition, termination of business, or discontinuance of the CMMS software.

#### ***5.2.2.4 Application Installation***

*Not to exceed three (3) pages.*

Installation will be the primary responsibility of the successful Proposer. The Proposer will provide a description of the CMMS software installation/implementation procedure clearly noting average days for installation, test plan development, unit testing, system tuning, documentation provided, and user base training provided. The Proposer will furnish documentation, materials, and training for Zone 7's Information Technology (IT) staff for ongoing system administration and future installations.

The Application Installation response shall include the following content:

- Initial configuration, data migration of Zone 7s current CMMS data residing in Tabware to the new CMMS system, system testing, and baseline performance level auditing procedures.
- Defect tracking and issue resolution methodology.
- Proposed project team structure, including roles and responsibilities.



- Zone 7 resources required for installation, including roles, skill sets, office and phone needs, and estimated number of hours to perform installation.
- Quality Assurance and Quality Control (QA/QC) methodology and reporting.
- An estimate of the number of days required to complete the CMMS software installation, including the number of resources to be provided by the Proposer and Zone 7 in a resource-loaded schedule, noting major activities and milestones.
  - An estimate of the time between when Tabware is no longer functional and the new CMMS is fully functional (i.e. the downtime during the CMMS transition).

User Training activities to be described in the SOQ shall include:

- Technical support training, documentation, and knowledge transfer provided to Zone 7's IT staff.
- End user training provided with the CMMS software, including types and number of in-class days, as well as any other training options available.
- The number of copies of the CMMS software user manuals provided as part of the CMMS software testing, as well as any other media available for manuals and materials other than hardcopy.
- Terms of CMMS software acceptance and Zone 7 sign-off procedures.
- An estimate of the number of days required to complete the CMMS software installation and full implementation including the number of resources to be provided by the Proposer and Zone 7 in a resource-loaded schedule, noting major activities and milestones.

#### *5.2.2.5 Additional Considerations*

*Not to exceed three (3) pages.*

Additional considerations and activities to be described in the SOQ shall include the following:

- Identify and describe any business partners, including certified implementation and/or consulting firms, for the proposed CMMS software recommended by or included on the Proposer's team, with consideration to the following:
  - Services provided such as advanced configuration, business process, implementation, deployment, advanced training, and system integration.
  - CMMS software expertise related to municipal government and utility clients.
  - Size and location of the firm.
  - Recent engagements with the Proposers.
  - Company resources in the Northern California region.
- Briefly describe the approach and methods taken by the Proposer to determine and prioritize what new and improved functionality will be added to the CMMS software in the next version and/or release, with consideration to the following:
  - Percentage of CMMS software revenues reinvested into the system as research and development (R&D).
  - Technology trends, e.g., artificial intelligence application
  - Inputs from user groups and conferences.
  - Certified maintenance patches incorporated into the base solution.
  - General trends in the client industry.

#### **5.2.2.6 Proposer Personnel**

*Not to exceed 8 pages.*

The Proposer shall describe the key personnel who will be responsible for the CMMS software installation. The installation timeframe shall be assumed to be the second half of the calendar year 2024.

The Proposer Personnel response should include a discussion of the proposed project team and biographies of team members listed below:

- Executive management oversight personnel.
- Project Manager resume and installation project experience, the percent availability of the Project Manager, and a statement that this availability shall not be modified without approval of Zone 7.
- On-site installation team including technical, training and testing resources, including titles, resumes and experience on related projects for lead personnel (to be included in Appendix D of the SOQ).
- Any identified or named personnel anticipated to be involved in administrative support roles such as legal staff, purchasing agents, Quality Assurance Manager, and Principal-in-Charge.

Individual resumes of Proposer Personnel should be limited to one double-sided page.

#### **5.2.3 Participation in Public Purchase Pricing Schedules**

*Not to exceed 1 page.*

Identify any participation in public purchase pricing schedules such as that of the United States General Services Administration, also known as GSA pricing, or other schedules. Evaluation will be based on demonstrated Government Approved Quality, Financial Stability, Transparency and Fairness, and services for Public Sector Clients.

#### **5.2.4 Project References**

*1 page per reference, not to exceed 5 pages.*

The Proposer shall discuss prior and relevant experience in providing the proposed CMMS software to other organizations, particularly other cities, counties, utilities, or municipal entities servicing 200,000 to 300,000 customers, and/or objectives comparable to those of Zone 7.

The Project References response should include the following content:

- Number of CMMS software installations completed over the past five (5) years, asset groups served, outcomes of the projects, and overall client satisfaction.
- A list of not less than four (4) nor more than six (6) recent installations where the proposed CMMS software is in production-mode operation, preferably running the current version of the software, noting scope and schedule of the installation projects. The following information shall be included:
  - Name of Client
  - Type of Business
  - Business Address

- Client Contact – Name and Title
- Telephone Number
- Email Address
- Proposer's Project Manager
- Implementation Vendor Name (if different from the software vendor)
- Implementation Vendor Project Manager (if different from the software vendor)
- Project Title
- Date of Project Execution

Zone 7's evaluation team may contact Proposer references and discuss the organization's level of satisfaction with the vendor services and products.

### **5.2.5 SOQ Appendices**

*No page limit.*

The SOQ shall include the following appendices:

- Appendix A: Published company background materials, executive biographies, and financial reports including Dun and Bradstreet materials.
- Appendix B: Sample software license agreements, maintenance agreements, and general terms and conditions of ownership.
- Appendix C: Examples, screenshots, architecture models, process charts, and sample reports and/or dashboards.
- Appendix D: Resumes of key company personnel.
- Appendix E: Proof of insurance as required by Zone 7. Refer to the insurance requirements outlined in the sample services agreement (Attachment C of this RFQ).
- Appendix F: All comments relating to Zone 7's Standard Professional Services Agreement Form. Refer to Attachment C of this RFQ.
- Appendix G: Conflict of Interest Statement.
- (Optional) Appendix H: Relevant product white papers, case studies, and other published materials such as brochures and product literature.

## **Section 6.0 Evaluation and Selection**

Zone 7 will conduct a comprehensive, fair, and impartial evaluation of all SOQs received in response to this RFQ, in accordance with the instructions to Proposers and the process of selection as defined in this document.

The evaluation and selection process will consist of two (2) phases:

- Phase 1 – Request for Qualifications (RFQ) via SOQs:
  - Scoring of Attachments A and B.
  - Each subsection of Section 5.2.2 providing detailed SOQs will be reviewed, assessed, and evaluated by Zone 7 with the following scoring criteria:

Criteria	Score
Exceeds Expectations	4
Meets Expectations	3
Partially Meets Expectations	2

Does Not Meet Expectations	1
Does not provide relevant information based on the question	0

- Appendices
- References will be asked a series of questions to determine satisfaction with implementation and use of the CMMS software.
- Public purchase pricing schedule
- Phase 2 – A scope of work and scripts for demonstrations will be provided to Shortlisted Proposers. Shortlisted Proposers will:
  - Conduct presentations and demonstrations on-site at the Zone 7 office based on the scripts provided.
  - Prepare a cost estimate based on the provided scope of work.

After Phase 2, Zone 7 will then determine a preferred vendor who will be recommended for selection and award of agreement.

The Zone 7 CMMS Selection Task Force will review the SOQs that are considered responsive to the RFQ. Technical merits and features will be reviewed against the requirements defined in this document.

Evaluation will also include an assessment of the viability of the proposed product in the municipal market. This assessment will be based on an established installed base, market share, and growth trends.

## **6.1 Phase 1 – Initial Selection of Vendors**

### ***6.1.1 Selection Process and Criteria***

The scores from each Phase 1 section will be combined into a final score as follows:

<b>Scored Item</b>	<b>Percent of Score</b>
Part 1: Attachment A	20%
Part 1: Attachment B	30%
Part 2: Detailed SOQ	20%
Part 3: Appendices	5%
References	15%
Participation in public purchase pricing schedules such as GSA pricing or other schedules.	10%
<b>Total</b>	<b>100.00%</b>

Three to five vendors will be selected based on overall score to move on to Phase 2. Unsuccessful vendors will be notified once selected vendors have been notified and committed to moving to Phase 2.

## **6.2 Phase 2 - Shortlisted Vendors**

### **6.2.1 *Scripted Demonstration***

After the detailed technical evaluation phase, successful vendors will be required to demonstrate how their application performs against a set of scripted process scenarios to be defined by Zone 7. These scripts will be provided to all shortlisted vendors at the time of shortlisting notification. These demonstrations will be used to evaluate application usability, and the ability of the CMMS software to fulfill the requirements defined in this document.

### **6.2.2 *Cost***

Shortlisted vendors will provide an estimated cost to provide the services outlined in the scope of work, which will be provided to the vendors selected after the initial technical evaluation.

Vendors will be scored on a ranked scale based on their estimated cost, with the lowest cost receiving the highest score and the highest cost receiving the lowest score.

## **6.3 Award of Contract**

### **6.3.1 *Selection Process and Criteria***

The scores from each Phase 2 section will be combined into a final score as follows:

<b>Scored Item</b>	<b>Percent of Score</b>
Scripted Demonstration	50%
Cost	50%
<b>Total</b>	<b>100.00%</b>

### **6.3.2 *7.1.4: Negotiations***

Zone 7 will enter into best and final offer negotiations with the highest-ranked vendor. If negotiations with this vendor fail, Zone 7 may negotiate with the second-highest-ranked vendor. The final selection will be based on the satisfactory outcome of these negotiations.

### **6.3.3 *7.1.5: Contract Type and Award***

It is anticipated that this contract will be a Professional Services Agreement with Zone 7 that will begin on the date that it is signed by the Zone 7 General Manager and will end with the completion of the scope of work. A sample professional services agreement, including Zone 7's standard general provisions, is included as Attachment C.

## **Attachment A – CMMS Software Requirements**

Please complete Attachment A and submit as a Microsoft Excel spreadsheet.

## Attachment A - Zone 7 CMMS Software Requirements

This attachment is available online as an Excel spreadsheet on the Zone 7 website. Please complete and submit with the SOQ as an Excel spreadsheet.

This attachment will be included in the final contract.

Provide your response in the light blue boxes.

**Score (81.9  
Possible Points):**

**0.0**

Section Number	Item No.	Requirement	Importance	Proposer CMMS Meets Requirement Only Mark "X" in Yes or No Column		Item Score
				Yes	No	
1	1	<b>SOFTWARE (GENERAL)</b>				
1	1.1	Web Based software compatible with Chrome, Edge, Firefox and Safari	3			--
1	1.2	Ability to be hosted on local servers	2			--
1	1.3	Ability to be cloud-based, multi-tenant system	2			--
1	1.4	Ability to be hosted in a cloud environment and supports the use of SSL (HTTPS) for security	3			--
1	1.5	Microsoft SQL Server database. Zone 7 prefers SQL server platforms for compatibility and integration with other systems.	3			--
1	1.6	Allows the user to add new data fields to a screen without technical programming. Customization available for individuals or groups.	3			--
1	1.7	Ability to create or designate user-defined fields	3			--
1	1.8	User-defined fields are searchable	3			--
1	1.9	Ability to define user-defined field in the system as required	3			--
1	1.10	Ability to change captions on user screens i.e. customization of tooltips and help captions.	3			--
1	1.11	Permits copy/paste functionality of record data entry	3			--
1	1.12	Ability to adjustment forms with tables/list boxes (i.e. increase the number of rows displayed, increase the size form cells to accommodate long strings), based upon user preferences	3			--
1	1.13	Provides calendar pop-ups for all date and time fields	3			--
1	1.14	Ability to display multiple windows within the same system and treat any window as its primary display	3			--
1	1.15	Ability to upload data, files, pictures and hyperlinks in all modules.	3			--
1	1.16	Supports a multi-user environment and provides data locking or buffering routines to prevent loss of information by simultaneous updates	3			--
1	1.17	Ability to access and launch custom web-services through the interface	3			--
1	1.18	Ability to have multiple domains for different departments	1			--
1	1.19	Users have the ability to easily modify the configurations in the set up	3			--
1	1.20	Users have the ability to easily create user defined fields in the set up	3			--
1	1.21	Ability to develop workflow processes to automate notifications, applications approvals, status changes, and routing of Service Requests, Work Orders, Inventory Requisitions and Purchase Orders.	3			--
1	1.22	Activity log to provide audit of overall system changes	3			--
2	2	<b>DASHBOARD</b>				
2	2.1	Dashboard designed for functional roles including Maintenance, Supervisor, Managers, Asset Managers, inventory items Manager, Customer Service and Administrator	3			--
2	2.2	Business Intelligence metrics and graphs to monitor trends	3			--
2	2.3	Ability to create dashboards	3			--
2	2.4	Performance dials that presents Key Performance Indicators (KPIs) or metrics	3			--
2	2.5	Ability to customize Dashboard based on functional roles	3			--
2	2.6	Ability to drill up or down a hierarchy for KPIs.	3			--
3	3	<b>REPORTING &amp; QUERYING</b>				
3	3.1	Ability to generate productivity and cost analysis reports by task, period, job, location and crew	3			--
3	3.2	Ability to make all data elements available for inquiry and report through the report writing function, including user-defined fields	3			--
3	3.3	Ability to have standard reports for all modules	3			--
3	3.4	Allows ad-hoc reporting where users can design and format reports	3			--
3	3.5	Allows "push reporting" where reports can be emailed to recipients based on a schedule (daily, weekly, monthly)	2			--
3	3.6	Allows users to save favorite reports	3			--
3	3.7	The ad hoc reporting module provides the user the ability to select query options from one or more database tables	3			--
3	3.8	Ability to generate user-defined form letters (i.e., notification letters to customers as to the status of complaint processing)	1			--
3	3.9	Ability to generate reports in a variety of file types, including but not limited to PDF, XLSX, XML, RTF or CSV	3			--
3	3.10	Microsoft reporting compatible	3			--
3	3.11	Ability to perform querying through the EAM and displayed on the GIS. Queries may include service requests, work orders, preventive maintenance and asset condition index.	3			--
3	3.12	Ability to perform querying through the GIS and displayed within the EAM	3			--
4	4	<b>CONDITION ASSESSMENT</b>				
4	4.1	Allows users to create condition assessment templates for each class of asset	2			--
4	4.2	Allows variables in the condition assessment templates to be weighted based on criticality	2			--
4	4.3	Allows users to select a condition assessment rating (1-5) for each variable	3			--
4	4.4	Automatically calculates an Asset Condition Index	3			--
4	4.5	The Asset Condition Index will be used to calculate the probability of failure of the asset and modify remaining useful life. User overrides are allowed.	3			--
4	4.6	Allows users to upload photos, videos and reports related to the condition assessment	3			--
4	4.7	Seamlessly integrated with CCTV software to auto upload condition assessment records	2			--

				Proposer CMMS Meets Requirement Only Mark "X" in Yes or No Column		
Section Number	Item No.	Requirement	Importance	Yes	No	Item Score
4	4.8	Ability to present the condition assessments in list or map view in the GIS	3			--
4	4.9	Ability to drill up or down a hierarchy for condition assessment	3			--
5	5	<b>ASSET LIFECYCLE PLANNING</b>				
5	5.1	Allows users to create lifecycle plans for different asset classes	3			--
5	5.2	Asset plans include Capital Expenditures (CAPEX) and Operating Expenditures (OPEX)	3			--
5	5.3	Maintenance, rehabilitation and replacement activity expenditures are tracked as a percentage of asset replacement value	3			--
5	5.4	Presents asset lifecycle plan and useful life graph	3			--
5	5.5	Asset plans include user defined useful life and financial useful life	3			--
5	5.6	Asset plans allow users to set inflation value for each class of asset	3			--
6	6	<b>ASSET INVENTORY</b>				
6	6.1	Ability to track asset purchase cost, asset replacement value and depreciated costs	3			--
6	6.2	Ability to automatically inflate the asset replacement value annually by classes or globally	3			--
6	6.3	Ability to generate book value and depreciated cost to comply with GASB 34 reporting requirements	2			--
6	6.4	Ability to track purchase and installation dates	3			--
6	6.5	Ability to track Asset Impact Index (consequence of failure)	3			--
6	6.6	Ability to track Asset Probability Index (probability of failure)	3			--
6	6.7	Ability to track Asset Condition Index (condition of assets)	3			--
6	6.8	Ability to track asset useful life and remaining useful life	3			--
6	6.9	Ability to show GIS attributes on the asset inventory	3			--
6	6.10	Ability to track asset warranty expiration date and flag users when work orders are created on an asset under warranty	3			--
6	6.11	Allows a thumbnail photo in the asset inventory	1			--
6	6.12	Allows users to either upload or create links to photos, documents, as built drawings and manufacturer O&M online manuals	3			--
6	6.13	Allows unique asset attributes for each class of asset	3			--
6	6.14	Allows for asset cloning to quickly generate multiple new assets	3			--
6	6.15	Ability to establish asset inventory in a hierarchy format that can include locations, sub locations, classes, subclasses, parent assets and child assets	3			--
6	6.16	Ability to group asset hierarchy either by asset location or asset class	3			--
6	6.17	Ability to drag and drop assets to different locations and classes on the asset hierarchy	3			--
6	6.18	Ability to view assets on a list view or GIS map view	3			--
6	6.19	Allows unique attributes for different asset classes	3			--
6	6.20	Allows users to search asset records by number, name, description or address	3			--
6	6.21	Allows users to sort, filter and search fields in a table format	3			--
6	6.22	Ability to show current and upcoming activities (i.e. work orders, preventive maintenance, condition assessment and inspection) related to the asset	3			--
6	6.23	Allows users to view and open historical work orders, preventive maintenance, condition assessments and inspections related to the asset	3			--
6	6.24	Ability to track asset meter readings (i.e. odometer, run times, temperature, alarms)	3			--
6	6.25	Ability to setup parent and child assets	3			--
6	6.26	Ability to link QR codes or bar codes to assets to scan from mobile applications	3			--
6	6.27	Allows assets to be checked in and out to employees, different crafts must be able to access PMs (multiple users)	3			--
6	6.28	Functions that can be completed directly from the asset form view include, but are not limited to: the generation of reports, work orders, preventive maintenance, condition assessments and inspections	3			--
7	7	<b>SERVICE REQUESTS</b> (Internal or City Only, Zone 7 does not interact with individual end user customers)				
7	7.1	Allows the call taker to bring up the location of a call on the GIS map	3			--
7	7.2	Ability to view service requests both from list and map views, internal customer operator only	3			--
7	7.3	Allows the call taker to associate a call to an existing service request if the problem has been reported already	3			--
7	7.4	A service request can have defined statuses (i.e. new, open, cancel, work order in progress, complete, closed)	3			--
7	7.5	Allows users to link multiple service requests	3			--
7	7.6	Ability to attach multiple customers to the same service request	1			--
7	7.13	Customer service request portal and mobile application (Internal Only)	3			--
7	7.14	Service request priorities associated to service levels	3			--
7	7.15	Ability to track labor and equipment costs associated to service requests	3			--
7	7.16	Customer Service Request applications is able to utilize mobile cameras to take photos and be uploaded with the service request (Internal Only)	3			--
7	7.17	Customer Service Request applications utilize location services on mobile devices to mark coordinates for service requests (Internal Only)	3			--
8	8	<b>WORK ORDERS</b>				
8	8.1	Ability to associate asset(s) to work order	3			--
8	8.3	Ability to select assets from a GIS to a work order	3			--
8	8.4	Ability to view work orders both from list and map views	3			--
8	8.5	Ability to assign asset(s) from an asset hierarchy to work order	3			--
8	8.8	A single work order can initiate multiple tasks or check lists	3			--
8	8.9	Check lists can be checked off individually when completed on the work order	2			--
8	8.10	Tasks can be checked off individually when completed on the work order	2			--
8	8.11	Work orders can track job costing including labor, equipment, contractor, inventory items and miscellaneous costs.	3			--
8	8.12	Ability to tag work orders to an agreement or contract for both services and items	3			--
8	8.13	A work order can have defined statuses (i.e. new, open, hold, cancel, complete, closed)	3			--
8	8.14	Ability to automatically transfer estimated labor, equipment and contractor hours to actual hours when work orders are closed	2			--
8	8.15	Ability to generate a work order without a service request	3			--
8	8.16	Ability to display the entire work history of an asset	3			--



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Section Number	Item No.	Requirement	Importance	Yes	No	Item Score
8	8.17	Allows for predefined check lists and standard operating procedures associated to work order tasks	3			--
8	8.18	Ability to link a single work order to multiple assets	3			--
8	8.19	The status of completion for a multi-asset work order can be updated for an individual asset(s) within the work order without closing the entire work order	3			--
8	8.20	Ability to track inventory items and materials used on work order and automatically removes from warehouse counts	2			--
8	8.21	Ability to add work tasks or check lists to a work order on-the-fly	3			--
8	8.22	For multi-asset work orders, the system is able to record costs separately for each asset within the work order	3			--
8	8.23	Ability to assign different work priorities to work orders	3			--
8	8.24	Work order priorities associated to service levels	3			--
8	8.25	Work order must identify work orders with compliance and safety permits such as Lock Out Tag Out, Safety, Planned Shutdowns and Unplanned Shutdowns	3			--
8	8.26	Allows the user to select a group of work orders and perform certain batch function on them (e.g., print, open, close, assign, prioritize)	3			--
8	8.27	Provides online access to images and/or scanned files, photographs, etc. uploaded to the asset or work order	3			--
8	8.28	Ability to create work orders from a predefined work order template or save as an existing work order	3			--
8	8.29	Allows unique user defined fields for different work order tasks	3			--
8	8.30	Ability to track cause and resolutions to work orders	3			--
8	8.31	Ability to track mean downtime	3			--
8	8.32	Ability to track mean time between failure	3			--
8	8.33	Ability to schedule work order to contractors	3			--
9	9	<b>PREVENTIVE MAINTENANCE</b>				
9	9.1	Ability to generate calendar-based PMs by daily, weekly, monthly, yearly and target schedules	3			--
9	9.2	Ability to allow seasonal PMs for specific months of the year	3			--
9	9.3	Ability to generate meter-based PMs	3			--
9	9.4	Ability to allow multiple schedules (i.e. annual, quarterly, monthly) in one PM that allows users to supersede schedules to eliminate duplicate PMs	3			--
9	9.5	Ability to allow multiple schedules with unique check lists associated to different schedules in the PM	3			--
9	9.6	Ability to generate email, text message or pop-up notifications to alert users that PMs are due	2			--
9	9.7	Ability to customize the PM work order format	3			--
9	9.8	Ability to auto generate Predictive Maintenance work orders based on predictive parameters or triggers entered into asset readings	3			--
9	9.9	Ability to integrate with SCADA to trigger PM activities based on run times, alarms and other triggers	3			--
9	9.10	Ability to allow for detailed PM procedure (SOPs) checklists to accompany each different PM or PM schedule	3			--
9	9.11	Ability to auto generate group PM work orders by schedule or meter readings	3			--
9	9.12	Ability to create a PM for a group of assets by selecting the assets from GIS	3			--
9	9.13	Ability to automatically assign assets to PMs based on a designated location and class. Include discussion of the system's ability to automatically onboard or retire assets from PMs as the asset inventory registry is occasionally updated.	3			--
9	9.14	Ability to forecast and display the PM in a calendar view by day, week and month with the option to group by department and WO type	3			--
9	9.15	Ability to create PM templates which can be used for immediate, on-demand or automatic scheduling	3			--
9	9.16	Ability to allow contractor assigned PMs to automatically email to contractors	1			--
9	9.17	Ability to allow users to set prior days to generate the PM in advance for PMs that require longer lead coordination time	3			--
9	9.18	Ability to estimate labor hours, equipment hours and inventory items on preventive maintenance templates	3			--
9	9.19	Ability to identify all assets that require preventive maintenance and track compliance	3			--
9	9.20	Ability to link preventive maintenance work orders	1			--
10	10	<b>PREDICTIVE MAINTENANCE</b>				
10	10.1	Ability to record monitoring data such as temperature, oil testing, or vibration and use data to help predict failure and trigger predictive maintenance	3			--
10	10.2	Ability to setup predictive triggers to auto generate predictive work orders.	3			--
10	10.3	Ability to assign predictive triggers to one or multiple assets that triggers predictive work orders for each asset separately	3			--
10	10.4	Ability to setup alarm predictive triggers to auto generate predictive work orders.	3			--
11	11	<b>MOBILE</b>				
11	11.1	Compatible with Apple iOS Tablets and Phones	3			--
11	11.2	Compatible with Android for Tablets and Phones	1			--
11	11.3	Mobile applications that works both with and without network connectivity	3			--
11	11.4	Mobile applications must include asset inventory, GIS, work order, service request, warehouse Inventory, condition assessment and inspection modules	3			--
11	11.5	Ability to access assets via GIS	3			--
11	11.6	Ability to use location services on mobile devices to show current location on GIS	3			--
11	11.7	Allows users to access and view GIS attributes	3			--
11	11.8	Ability to create, update, and complete service requests and work orders	3			--
11	11.9	Ability to use notification services to inform users of updates and assignments of service requests and work orders	2			--
11	11.10	Ability to show service requests and work orders on list or map view in GIS	3			--
11	11.11	Ability to view electronic documents attached to assets, work orders or service requests via mobile device	3			--
11	11.12	Allows users to retrieve historical work orders, condition assessment and inspections for assets	3			--
11	11.13	Allows users to create work orders, condition assessment and inspections from scanning an asset barcode or QR code	3			--

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Section Number	Item No.	Requirement	Importance	Yes	No	Item Score
11	11.14	Ability to capture and attach photos to a service request or work order via mobile device	3			--
11	11.15	Ability to use the mobile device's built-in camera to scan barcodes or QR codes to pull up records	3			--
11	11.16	Allows warehouse management including cycle counting and updates actual counts	3			--
11	11.17	Allows warehouse inventory items management including transfer of inventory items to locations or employees	3			--
12	12	<b>PROJECT MANAGEMENT</b>				
12	12.1	Ability to create and track projects for cost	1			--
12	12.2	Ability to tag work orders to projects	1			--
12	12.3	Ability to view projects with summary view of costs from work orders, preventive maintenance, labor, equipment, contractor and materials.	1			--
12	12.4	Ability to create subprojects and roll up into parent projects	1			--
12	12.5	Ability to view projects with summary view of costs from work orders, preventive maintenance, materials	1			--
13	13	<b>INSPECTION</b>				
13	13.1	Allows users to create custom inspection forms (i.e. operations, lab, valve exercise, hydrant, overflows, tree) for field data capture	3			--
13	13.2	Allows users to capture field data and attach to assets	3			--
13	13.3	Ability to generate custom reports from the inspection field data	3			--
13	13.4	Allows users to upload photos, documents and reports related to the inspections	3			--
13	13.5	Ability to present the inspections in list or map view in the GIS	3			--
14	14	<b>GIS INTERFACE</b>				
14	14.1	Integrated with ESRI Geographic Information System	3			--
14	14.2	Main interface contains direct access to the GIS data via a map service published by ArcGIS for Server	3			--
14	14.3	Allows the user to select an asset(s) on the map and create a service request/work order/condition assessment/inspection against that asset	3			--
14	14.4	Allows users to enter an address and it identifies all the assets within a radius buffer distance	2			--
14	14.5	Ability to search for assets by one or more GIS attributes.	3			--
14	14.6	Allows users to update GIS attributes and will automatically update in GIS	3			--
14	14.7	Allows the user to print the current GIS display	2			--
14	14.8	Ability to display the location of service requests, work orders, condition assessment and inspections on the GIS.	3			--
14	14.9	Ability to view List and Map views. Allows users to change between List View and Map View to view the details of the asset(s)	3			--
14	14.10	Allows users to generate a GIS query by color coding all the assets that related to specific user defined parameters (i.e. work order types, tasks, supervisors, lead, causes)	3			--
14	14.11	Ability to query and create graphical GIS reports of the EAM with GIS filters	3			--
14	14.12	Allows users to view attachments (i.e. videos, photos, documents) to the assets directly from the GIS interface	3			--
14	14.13	Allows users to annotate in the GIS interface and save annotations to pdf	3			--
14	14.14	Allows GIS layers to be turned on and off as needed by user preferences	3			--
14	14.15	Ability to create service requests and work orders from GIS map	3			--
14	14.16	Ability to redline GIS modifications and save as a pdf to be reviewed and modified by GIS department	3			--
14	14.17	Use location services on mobile devices and computers to view or generate service requests and work orders around the area	3			--
15	15	<b>FUNDING FORECAST</b>				
15	15.1	Provides an asset management funding forecast (5, 10, 15, 20, 25 years) that can be represented graphically or in a list view	3			--
15	15.2	Presents funding projects grouped by each year	3			--
15	15.3	Ability to export funding forecasts into XLS or PDF	3			--
16	16	<b>CAPITAL PLANNING</b>				
16	16.1	Ability to generate funding requirements compared to budget with risk graphs for each year	2			--
16	16.2	Ability to present funding requirements with prioritization scores for each capital project	2			--
16	16.3	Ability to perform scenario planning by analyzing the consequences of different scenarios relative to risk	2			--
16	16.4	Ability to save scenarios and retrieve later	2			--
16	16.5	Ability to generate Capital Improvement Project Work Orders to track progress	1			--
16	16.6	Ability to defer capital projects based on budgets and scenarios	1			--
17	17	<b>RESOURCE MANAGEMENT</b>				
17	17.1	Ability to track employees, billable rates, schedule and training	3			--
17	17.2	Ability to track equipment to be billed out on work orders	3			--
17	17.3	Ability to track vendors and associate inventory items supplied by vendors	3			--
17	17.4	Ability to track contractors to be billed out and assigned on work orders	3			--
17	17.5	Training module to keep track of employee training and certifications	3			--
17	17.6	Ability to create crews that includes employees and equipment	3			--
18	18	<b>WAREHOUSE INVENTORY</b>				
18	18.1	Values inventory using fixed cost, average cost, Last In First Out (LIFO) and First In First Out (FIFO)	2			--
18	18.2	Ability to link vendors to inventory items inventory. Capable of storing custom vendor equipment numbers, and manufacturer numbers.	3			--
18	18.3	Allows a stock item to be issued or reserved to a work order	3			--
18	18.4	Ability to organize inventory by locations and sublocations	3			--
18	18.5	Ability to organize inventory by categories and subcategories	3			--
18	18.6	Ability to return stock to the warehouse and credit inventory quantities, account, and the specific work order originally charged against	3			--
18	18.7	Ability to create Request for Quote for inventory to selected vendors. RFQ can be printed or emailed directly to vendors.	1			--

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18	18.8	Ability to generate a report for current inventory items that includes a count for each location and each warehouse	3			--
18	18.9	Ability to transfer inventory items inventory to different locations	3			--
18	18.10	Allows batch updates to inventory quantities from cycle counting	1			--
19	19	<b>PURCHASE REQUISITION</b>				
19	19.1	Ability to store multiple vendors capable of supplying the same piece of equipment	1			--
19	19.2	Ability to denote the 'default vendor'	1			--
19	19.3	Ability to store vendor price quotes for stock items	3			--
19	19.4	Ability to email vendors requesting quote	1			--
19	19.5	Ability to automatically create purchase order requisitions for inventory items based on minimum, maximum and reorder quantity triggers.	3			--
19	19.6	Ability to show inventory items reserved once they are estimated in a work order	3			--
19	19.7	Ability to show inventory items for in stock, reserved and actual quantities by locations and employees	3			--
19	19.8	Ability to allow for requisitions to be entered online	1			--
19	19.9	Ability to allow for electronic routing of requisitions for application approval/sign-off	3			--
19	19.10	Ability to display the GL account, the work order number, the item number, and the description of the stock items on requisitions	1			--
19	19.11	Ability to associate critical inventory items to assets	3			--
20	20	<b>BARCODING/RFID</b>				
20	20.1	Ability to use bar codes or QR codes	3			--
20	20.2	Vendor can provide bar codes or QR codes labels	3			--
20	20.3	Ability to print barcodes on asset or part inventory labels	3			--
20	20.4	Ability to customize labels	3			--
20	20.5	Ability to automatically generate and print labels for asset inventory and inventory items inventory	3			--
20	20.6	Ability to generate and print labels on demand	3			--
21	21	<b>RISK MANAGEMENT</b>				
21	21.1	Ability to identify Asset Risk Index (1-100) for all assets or rolled up locations	3			--
21	21.2	Allows users to enter Asset Impact Index (1-10) for all assets. Uses Triple Bottom Line (Social, Environmental, Financial) criteria	3			--
21	21.3	System automatically calculates Asset Probability Index (1-10) for likelihood of asset failure	3			--
21	21.4	Allow users to manually update the Asset Probability Index	3			--
21	21.5	System automatically calculates Asset Condition Index (1-10) based on lifecycle or field condition for all assets	3			--
21	21.6	Allow users to manually update the Asset Condition Index	3			--
21	21.7	System automatically calculates Annual Maintenance Cost relative to Asset Replacement Value to trigger capital improvement	3			--
22	22	<b>JOB COSTING</b>				
22	22.1	Ability to import wages from an external system for employee and equipment rates	3			--
22	22.2	Ability to allow users to define multiple rates (i.e. regular, overtime, standby) for each employee, equipment and contractor	3			--
22	22.3	Ability to modify and update individual employee, material, and equipment cost line items on a work order	3			--
22	22.4	Ability to perform batch updates of labor and equipment rates	3			--
22	22.5	Ability to track labor costing by employee, crew, role or General Ledger (GL) fund.	3			--
22	22.6	Ability to accommodate multiple wage rates per job class	3			--
22	22.7	For multi-asset work orders, the system tracks inventory items, employee, and equipment separately for each asset	3			--
22	22.8	For multi-task work orders, the system tracks inventory items, employee, and equipment separately for each task	2			--
22	22.9	Ability to track outside contractor costs on work orders	3			--
22	22.10	Ability to track materials that are not in the inventory (e.g., inventory items purchased at Home Depot) in a miscellaneous cost	3			--
22	22.11	With appropriate permissions, the system allows edits to any aspect of a closed work order, including re-opening the work order	3			--
22	22.12	Ability to aggregate the total cost for each work order using employee, equipment, contractor, material and misc. costs	3			--
22	22.13	Ability to track projects	3			--
22	22.14	Ability to link multiple work orders to a project	2			--
22	22.15	Ability to roll up costs for each of the work orders linked in the project	1			--
22	22.16	Ability to track budgeted costs versus actual costs for work orders	1			--
22	22.17	Ability to track budgeted costs versus actual costs for projects	1			--
23	23	<b>NOTIFICATIONS</b>				
23	23.1	Ability to setup standard and custom notifications that include alerts, emails and text messages	3			--
23	23.2	Ability to setup notifications specific to each module	2			--
23	23.3	Notifications must be alerts and banners in web and mobile applications	2			--
23	23.4	Ability to customize content to be sent in the notifications	2			--
23	23.5	Ability to setup notification triggers	3			--
24	24	<b>INTERGRATIONS</b>				
24	24.1	Unidirectional and bidirectional application interfaces using Web APIs, csv import/export, direct data exchange or email text data exchange	3			--
24	24.2	Web APIs must be provide as part of the EAM solution	3			--
24	24.3	Ability to have real time, scheduled or manual integration schedules	3			--
24	24.4	Ability to provide integration work bench to monitor integration schedules and activity	3			--
25	25	<b>SCHEDULING</b>				
25	25.1	Ability to perform labor resource scheduling at the department/division levels	3			--
25	25.2	Ability to view workload on a calendar and have easy to use drag and drop capabilities to distribute the workload	3			--
25	25.3	Ability to assign work to supervisors, leads, crews and resources	3			--
25	25.4	Ability to filter and assign work orders based on priority, tasks and roles	3			--
25	25.5	Ability to enter estimated hours in work orders for workload projections and resource leveling	3			--
25	25.6	Ability to manually adjust the target start and completion dates	3			--

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25	25.7	Ability to schedule and track vehicle and equipment usage and assign equipment usage costs to work orders	1			--
26	26	<b>INTERFACES</b>				
26	26.1	Ability to generate and export data in multiple formats (MS Excel, comma delimited, fixed width, etc.)	3			--
26	26.2	Seamlessly interfaces with MS Outlook, and allows users to send emails either through Outlook or through the EAM	3			--
26	26.3	Seamlessly interfaces with ESRI-formatted (GIS) data	3			--
26	26.4	Ability to use a set of applications Programming Interfaces (APIs) to create interfaces to other applications	3			--
26	26.7	Ability to integrate with financial information system	3			--
27	27	<b>WORKFLOW</b>				
27	27.1	Supports user-configurable workflows that vary depending on the work order types and tasks	3			--
27	27.2	Ability to send email or text messages to pre-defined people (including external email addresses) based on different Work Order types, tasks or statuses	1			--
27	27.3	Ability to visually define workflow rules	3			--
27	27.5	Ability to notify mobile users on their tablets for service requests, work orders and warehouse inventory. Notifications on the tablets will direct users to the actual item.	3			--
27	27.6	Ability to provide automatic notification of work order completion to the work request originator.	3			--
28	28	<b>SUPPORT</b>				
28	28.1	Unlimited online, phone and email support	3			--
28	28.2	Technical support emails and online submittals will be responded to within two hours during regular business hours	3			--
28	28.3	System includes online help and/or tutorial videos	3			--
28	28.4	System provides a quick help feature (i.e., when the cursor is pointed at a field or button, standard field information such as the name, description, function, etc., is displayed)	3			--
28	28.5	Provide a comprehensive user manual documenting all operations of the software including sample reports, screen illustrations and instructions, and step-by-step training to teach non-technical and administrative personnel to operate system	3			--
28	28.6	Support contract includes free updates (builds/patches)	3			--
28	28.7	Support contract includes free version upgrades	3			--
28	28.8	Automatically migrates all existing fields, including custom fields, to future releases	3			--
28	28.9	Support includes monthly webinars and weekly quick tip videos	3			--
28	28.10	Online Learning Management System with curriculum of software learning videos for users	3			--
29	29	<b>SECURITY</b>				
29	29.1	Has a Database Administration Module that allows a System Administrator to manage user access	3			--
29	29.2	The system assigns role-based security and user-based security	3			--
29	29.3	Ability to establish security rights for each user group	3			--
29	29.4	Ability to assign users to each user group and domain(s)	3			--
29	29.5	Single Sign On - Active directory logins for users that have unlimited site license with 2FA	3			--
29	29.6	Ability to save user logins on mobile for auto logins (with 2FA or fingerprint/face recognition)	3			--
30	30	<b>IMPLEMENTATION SERVICES</b>				
30	30.1	The vendor offers comprehensive implementation services including user requirements, business process mapping, data migration, configuration, integration, testing and training	3			--
30	30.2	The vendor offers access to a web-based system, or installation of software on client server	3			--
30	30.3	The vendor uses Web applications Program Interface (API) for integration with other information systems	3			--
30	30.4	The vendor has ability to import data from Microsoft Access, Microsoft Excel or existing EAM system	3			--
30	30.5	The vendor offers remote or onsite training of users and administrators according to organizational needs	3			--
30	30.6	The vendor provides customer service for software upgrades	3			--
30	30.7	The vendor provides customer service for software upgrades	3			--

Proposer CMMS Meets Requirement  
Only Mark "X" in Yes or No Column

Section Number	Item No.	Requirement	Importance	Yes	No	Item Score
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Scoring (Do Not Modify)

Section Number	Item No.	Section Topic	Average Importance	Count of Yes	Count of No	Average Score	Maximum Possible Score
	1	SOFTWARE (GENERAL)	2.8	0	0	--	2.8
	2	DASHBOARD	3.0	0	0	--	3.0
	3	REPORTING & QUERYING	2.8	0	0	--	2.8
	4	CONDITION ASSESSMENT	2.7	0	0	--	2.7
	5	ASSET LIFECYCLE PLANNING	3.0	0	0	--	3.0
	6	ASSET INVENTORY	2.9	0	0	--	2.9
		SERVICE REQUESTS					
	7	(Internal or City Only, Zone 7 does not interact with individual end user customers)	2.8	0	0	--	2.8
	8	WORK ORDERS	2.9	0	0	--	2.9
	9	PREVENTIVE MAINTENANCE	2.8	0	0	--	2.8
	10	PREDICTIVE MAINTENANCE	3.0	0	0	--	3.0
	11	MOBILE	2.8	0	0	--	2.8
	12	PROJECT MANAGEMENT	1.0	0	0	--	1.0
	13	INSPECTION	3.0	0	0	--	3.0
	14	GIS INTERFACE	2.9	0	0	--	2.9
	15	FUNDING FORECAST	3.0	0	0	--	3.0
	16	CAPITAL PLANNING	1.7	0	0	--	1.7
	17	RESOURCE MANAGEMENT	3.0	0	0	--	3.0
	18	WAREHOUSE INVENTORY	2.5	0	0	--	2.5
	19	PURCHASE REQUISITION	2.1	0	0	--	2.1
	20	BARCODING/RFID	3.0	0	0	--	3.0
	21	RISK MANAGEMENT	3.0	0	0	--	3.0
	22	JOB COSTING	2.5	0	0	--	2.5
	23	NOTIFICATIONS	2.4	0	0	--	2.4
	24	INTERGRATIONS	3.0	0	0	--	3.0
	25	SCHEDULING	2.7	0	0	--	2.7
	26	INTERFACES	3.0	0	0	--	3.0
	27	WORKFLOW	2.6	0	0	--	2.6
	28	SUPPORT	3.0	0	0	--	3.0
	29	SECURITY	3.0	0	0	--	3.0
	30	IMPLEMENTATION SERVICES	3.0	0	0	--	3.0
Total						0.0	81.9

## **Attachment B – CMMS Functionality**

Please complete Attachment B and submit as a Microsoft Excel spreadsheet.

Attachment B - CMMS Functionality

This attachment is available online as an Excel spreadsheet on the Zone 7 website.  
Please complete and submit with the SOQ as an Excel spreadsheet.  
This attachment may be included in the final contract.

Score (300 possible poin  
0

Scoring Matrix

Criteria	Score
Exceeds Expectations	4
Meets Expectations	3
Partially Meets Expectations	2
Does Not Meet Expectations	1
Does not provide relevant information based on the question	0

Provide a short summary related to each of Zone 7's priorities for a CMMS, no more than 800 characters per response.

Provide your response in the light blue boxes.

Item	Response	Response Length	Score (0-5)
Company Viability			
Zone 7 desires a company that has proven it can be sustained and has a high probability of future stability:			
Describe the length of time your company has been in business and the length of time it has provided the CMMS software and services outlined in the SOQ. Zone 7 prefers a company with at least 5 years with the CMMS software.		0	
Provide information on mergers and acquisitions within the last 5 years. Include a description of key personal retained during the transitions. If your company has not had any mergers or acquisitions please respond with "Not applicable".			
Briefly describe your companies financial standing.		0	
Software Requirements			
To support the functioning of Zone 7 the CMMS software must meet the following minimum requirements. Provide a brief description of how the proposed CMMS will meet these criteria:			
CMMS software that can be implemented and maintained with minimal customization		0	
User friendly mobile applications on Apple or Android based tablets and phones. Zone 7 prefers the use of Apple products.		0	
Describe features that make your CMMS system easy to use for each user specified:			
Operator		0	
Maintainer		0	
First Line Supervisor		0	
Planner and Scheduler		0	
Inventory Manager		0	
Reliability Engineer		0	
Asset Manager		0	
Financial Manager		0	
Executive Manager		0	
Describe the use of an asset hierarchy within the software to enable roll up and roll down of information based on the needs of the user.			
		0	
Describe how your CMMS supports the following asset groups relevant to Zone 7 (include specific modules, attribute information, and any features specific to the asset type):			
Source (well fields)		0	
Treatment (treatment facilities and PFAS treatment)		0	
Storage and distribution (pump stations, rate control stations, pipelines, and storage)		0	
Conveyance (major pipelines)		0	
Support facilities (building facilities, vehicles, communications, IT)		0	
Describe how the software would support Zone 7s goal to improve critical equipment reliability as related to:			
Operations - Operator routine duty management		0	
Maintenance - Improvement in the ratio of preventative to reactive maintenance		0	
Engineering Support - Criticallity and Realiability Analysis		0	
Asset Management - Asset data attributes and cost		0	
Capital Planning Process - Estimate repair or replacement cost and timing		0	
How your CMMS can best be used to improve operational performance over time.		0	
Provide a summary of how your CMMS integrates with the following third-party software:			
ESRI GIS Include a summary of the system's ability to search for assets by GIS attributes, and ability to display the location of service requests, work orders, condition assessments, and inspections in GIS.		0	
AVEVA - SCADA Specify if you would recommend a data lake or full integration		0	

General integration with financial, capital planning, and asset lifecycle tools.		0	
Vendor Support			
Provide a brief implementation timeline for a utility the size of Zone 7.			
		0	
Provide specific details for the following topics related to CMMS implementation:			
Business process mapping		0	
Data migration and cleaning		0	
Configuration		0	
Integration		0	
Testing		0	
Training		0	
Provide an overview of ongoing technical support. Provide an overview of the help system to support both general and super users of the CMMS system include the media in which it is provided (i.e. within the application buttons, website based help documentation, videos, community forums), live trainings, and help desk hours.			
		0	
Provide a description of live technical support available within Zone 7s working hours of 8 am to 5 pm:			
		0	
Work Orders			
Provide a brief description of how to start a work order from a mobile device.			
		0	
Provide a brief description of how to start a work order for a specific asset.			
		0	
Provide a brief description of how to start a work order for a specific asset utilizing a hierarchy.			
		0	
Automation			
Provide details on automatic decision processes for:			
Purchase order requisitions <i>Include discussion of the system's ability to automatically create requisitions for inventory items based on minimum, maximum and reorder quantity triggers . Describe the capability to involve a human approval step within the automation.</i>		0	
Closing work orders <i>Include discussion of the system's ability to provide automatic notification of work completion (when work order is closed) to the work request originator. Describe the capability to involve a human approval step within the automation.</i>		0	
Calculation of asset condition index		0	
PM Generation, Planning, and Scheduling <i>Include discussion of the system's ability to automatically assign assets to a PM based on a designated location and class. Include discussion of the system's ability to automatically add or remove assets from a PM as the asset inventory gets updated for location and class. Describe the capability to involve a human approval step within the automation.</i>		0	
Generate PM Work Orders - Explain the CMMS system's ability to identify instances where multiple PM tasks for the same asset are scheduled closely together.		0	
Additional automated process that may be of interest to Zone 7		0	
Effective Dashboards			
Describe the use of dashboards/interfaces within your software to provide notifications or alerts to users. Zone 7 prefers dashboard interfaces rather than email or text notifications for alerts or items requiring action.			
		0	
Regulatory Compliance Requirements			
Describe how your CMMS software meets the regulatory compliance requirements of Zone 7:			
Backflow Prevention		0	
Fire Suppression		0	
Bridge Cranes		0	
Regulatory Compliance Instruments (e.g., flowmeters)			
Cybersecurity			
Describe your approach to cybersecurity, including:			
Measures in place to prevent cyberattacks		0	
Provided training measures for users to handle cybersecurity threats		0	
Response measures and/or incident response plans in the case of cyberattacks.		0	
Policies for data privacy and Protection		0	
Policies for third party vendors and their cybersecurity practices		0	
Policies for cybersecurity measures for software updates and patches		0	
Policies for remote access to system		0	



## **Attachment C – Sample Professional Services Agreement**

**Attachment B**

**SAMPLE SERVICES AGREEMENT**

**between**

**ALAMEDA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT, ZONE 7**

**and**

**Consultant Name**

**for**

**Project/Program Name**

**Contract No.** \_\_\_\_\_

**Dated** \_\_\_\_\_

This Professional Services Agreement ("**Agreement**") is made effective as of \_\_\_\_\_, by and between the Alameda County Flood Control and Water Conservation District, Zone 7 commonly known as ZONE 7 WATER AGENCY, hereinafter referred to as ("**Agency**"), a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California and \_\_\_\_\_, a DESCRIBE BUSINESS ENTITY, E.G., PROFESSIONAL CORPORATION ("**Consultant**") (collectively, the "**Parties**"), at Livermore, California, with reference to the following facts and intentions:

WHEREAS, The Agency is engaging in \_\_\_\_\_ ("**Project**"); and

WHEREAS, The Agency requires a highly qualified consultant with the requisite knowledge, skill, ability and expertise to provide the necessary services for the Project ("**Services**"); and

WHEREAS, Consultant represents to the Agency that it is fully qualified and available to perform the Services for and as requested by the Agency.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms and conditions herein, the Parties agree as follows:

## **1. SCOPE OF WORK**

- 1.1. Consultant shall provide all services set out in Appendix A, Scope of Work, attached and incorporated here to the satisfaction of the Agency.
- 1.2. **Independent Contractor; Agency** - The Consultant is acting hereunder as an independent contractor and not as an agent or employee of the Agency. The Consultant is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in the Alameda County Employees' Retirement Association (ACERA). Except as expressly provided herein, the Consultant is not eligible to receive overtime, vacation or sick pay. The Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Agency.
- 1.3. **Extra Services** - Before performing any services outside the scope of this Agreement ("**Extra Services**"), Consultant shall submit a written request for approval of such Extra Services and receive written approval from the Agency. The Agency shall have no responsibility to compensate Consultant for any Extra Services provided by Consultant without such prior written approval.

- 1.4. **Methods** - Consultant shall have the sole and absolute discretion in determining the methods, details and means of performing the Services required by the Agency. The Agency shall not have any right to direct the methods, details and means of the Services; however, Consultant must receive prior written approval from the Agency before assigning or changing any assignment of Consultant's project manager or key personnel and before using any Sub-consultants ("Sub-consultants") or Sub-consultant agreements for services or materials under this Agreement and any work authorizations.
- 1.5. **Review** - Consultant shall furnish the Agency with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by the Agency. The Agency's review and approval of the Services shall not; however, relieve Consultant of any of its obligations under this Agreement.

## 2. COMPENSATION

- 2.1. **Amount** – As consideration for the Services described above, THE AGENCY will pay the Consultant an amount not to exceed \$\_\_\_\_\_ ("Maximum Amount"). DESCRIBE ANY PERIODIC BILLING REQUIREMENTS, EXPECTATIONS OR OTHER PARTICULARS, E.G., NOT TO EXCEED \$\_\_\_\_\_ PER MONTH, OR CONSULTANT SHALL NOTIFY THE AGENCY WHEN TOTAL INVOICED AMOUNT EQUALS 80% OF MAXIMUM AMOUNT.

Payments will be made at the rates set forth in the Fee Schedule which is attached hereto within and incorporated herein as though fully set forth ("Fee Schedule" – Appendix B). Consultant shall submit an invoice within ten (10) days after the end of each month during the term of this Agreement describing the Services performed for which payment is requested.

- 2.2. **Invoicing** – The invoice shall identify and describe the activities performed by Consultant and state the total cost of the Services for the period of the invoice; the hours worked; the name and title of the person(s) performing the work; the hourly rate for the person(s) performing the work; the accrued reimbursable expenses; and the budget amount and percentage remaining (after invoice payment), without reduction for retentions. The invoice shall also identify expenses for which reimbursement is requested and attach supporting documentation, including original receipts and/or bills. Any expenses exceeding \$500 shall require written approval from the Agency. Reimbursable costs shall not include any administrative or overhead expenses and shall be reimbursable as described in the Fee Schedule.

Costs or expenses not designated or identified in the Fee Schedule shall not be reimbursable unless otherwise provided in this Agreement. Only actual time in providing the Services will be charged. The Agency will not make any payments for Consultant's travel time incurred in providing the Services, and Consultant agrees not to invoice the Agency for any travel time incurred in providing the Services.

The Agency shall review and approve all invoices prior to payment. Consultant agrees to submit additional supporting documentation to support the invoice if requested by the Agency. If the Agency does not approve an invoice, the Agency shall send a notice to the Consultant setting forth the reason(s) the invoice was not approved. Consultant may re-invoice the Agency to cure the defects identified in the Agency notice. The revised invoice will be treated as a new submittal. If the Agency contests all or any portion of an invoice, the Agency and the Consultant shall use their best efforts to resolve the contested portion of the invoice.

The Agency shall pay approved invoice amounts within thirty (30) days of receipt. The Agency's determinations regarding verification of Consultant's performance, accrued reimbursable expenses, and percentage of completion shall be binding and conclusive. Consultant's time records, invoices, receipts and other documentation supporting the invoices shall be available for review by the Agency upon reasonable notice and shall be retained by Consultant for three (3) years after completion of the Project.

All invoices submitted for payment must indicate the Agreement number and either are to be emailed to [accountspayable@zone7water.com](mailto:accountspayable@zone7water.com) or a hard copy mailed to Zone 7 Water Agency, 100 North Canyons Parkway, Livermore, CA 94551, Attention: Accounts Payable.

- 2.3. **Withholding Payment** – In the event the Agency has reasonable grounds for believing Consultant will be unable to materially perform the Services under this Agreement or unable to complete the Services within the Maximum Amount described in this Agreement, or if the Agency becomes aware of a potential claim against Consultant or the Agency arising out of Consultant's negligence, intentional act or breach of any provision of this Agreement, including a potential claim against Consultant by the Agency, then the Agency may withhold payment of any amount payable to Consultant that the Agency determines is related to such inability to complete the Services, negligence, intentional act, or breach.

### **3. TAXES; INSURANCE; PERMITS; LICENSES**

- 3.1. **Taxes** - Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, worker's compensation insurance, state disability insurance, and any other taxes or insurance Consultant, as an independent contractor, is responsible for paying under

federal, state or local law. Consultant is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant shall comply with such provisions before commencing the performance of the Services under the Agreement. Consultant and its Sub-consultants shall maintain applicable workers' compensation insurance for their employees in effect during all work covered by the Agreement.

- 3.2. **Permits and Licenses** - Consultant shall procure and maintain all permits, and licenses and other government-required certification necessary for the performance of the Services, all at the sole cost of Consultant. None of the items referenced in this section shall be reimbursable to Consultant under the Agreement. Consultant shall comply with any and all applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

#### **4. RISK TRANSFER PROVISIONS**

- 4.1. **Workers' Compensation Insurance** - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.
- 4.2. **Indemnification** - To the fullest extent permitted by law, Consultant will immediately defend, indemnify and hold harmless the Agency, its directors, officers, employees, or authorized volunteers, and each of them (collectively "the Agency") from and against:
- 4.2.1. All claims, demands, liabilities and losses arising out of the performance (or actual or alleged non-performance) of the services by Consultant, including its agents and employees, under this Agreement, for damages to persons or property arising, pertaining to or relating to the Consultant's negligent acts or omissions or willful misconduct or the failure of Consultant to comply with any professional standard of care applicable to Consultant's services.
- 4.2.2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the intentional or negligent violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

- 4.2.3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, including but not only costs of counsel acceptable to the Agency, which the Agency may incur with respect to the failure, neglect, or refusal of Consultant to perform the Services or its obligations under the Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the Agency in any lawsuit to which it is a party. Upon the Agency's tender, Consultant shall immediately defend, at its own cost, expense and risk, any and all such suits, actions or other legal proceedings, with counsel acceptable to the Agency. Consultant shall further defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of performance or non- performance of the work hereunder, and shall not tender such claims to the Agency nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- 4.2.4. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Agency or its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings if arising as provided in the previous subsections of this Section.
- 4.2.5. Consultant shall reimburse the Agency or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith.

Consultant's indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant, its agents, employees under any applicable Worker Compensation Act, Disability Benefits Act, or other employee benefit act. Consultant's obligation to defend and indemnify shall not be restricted by the insurance requirements of this Agreement or to insurance proceeds, if any received by the Agency, or its directors, officers, employees, or authorized volunteers.

Notwithstanding the foregoing obligations, Consultant shall not at any time be responsible for any claims, liabilities or demands to the extent that they arise from the negligence or willful misconduct of the Agency, provided, however, that contributory negligence will not relieve Consultant of its obligation to defend unless the claims, liabilities or demand are the result of the sole negligence or willful misconduct of Agency.

The indemnity provided under this indemnification provision is intended to and will survive the expiration or termination of the Agreement and remain in full force and effect until barred by the applicable statute of limitations.

## 5. GENERAL CONDITIONS

- 5.1. **Laws, Regulations and Permits** -The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising therefrom.

- 5.2. **Safety** - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

- 5.3. **Labor Compliance Requirements** - Labor Compliance requirements (Prevailing Wage, SB 854): Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, and Electronic Certified Payroll Records to Labor Commissioner. Additional information about these requirements and the new public works program regarding compliance monitoring, administration and enforcement are available at the Department of Industrial Relations. **[For Public Works Contracts]** Copies of the rate of per diem prevailing wage shall be on file at the principal office of the Agency and shall be made available to any interested party upon request.

## 6. REQUIRED INSURANCE

**Liability Insurance** - The Consultant shall provide and maintain at all times during the performance of the work under this Agreement, the



following commercial general liability, professional liability and automobile liability insurance. All of the insurance shall be provided on policy forms and through companies satisfactory to the Agency.


6.1. **Coverage** - Coverage shall be at least as broad as the following or as provided in Appendix C:

6.1.1. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. **If Claims Made Policies:** the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**; and if coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

6.1.2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

6.1.3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (non-owned and hired automobiles).

6.2. **Limits** - The Consultant shall maintain limits no less than the following:

6.2.1. Professional Liability – Two million dollars (\$2,000,000) per claim and annual aggregate. 

6.2.2. Commercial General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to the Agency), or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

6.2.3. Automobile Liability – One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

- 6.2.4. Excess Liability – The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency (if agreed to in a written contract or agreement) before the Agency's own primary or self-Insurance shall be called upon to protect it as a named insured.
- 6.3. **Required Provisions** - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 6.3.1. The Agency, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 20 10 10 01 specifically naming all of the Agency parties required in this Agreement or using language that states "as required by contract"). All Sub-consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; and automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its directors, officers, employees, or authorized volunteers.
- 6.3.2. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Agency. Additionally, Consultant shall give Agency thirty (30) days written notice prior to any material change or cancellation of said coverage.
- 6.3.3. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the Agency, its directors, officers, employees, or authorized volunteers, using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance, or other coverage maintained by the Agency, its directors, officers, employees, or authorized volunteers shall be in excess of the insurance required under this Agreement and shall not contribute to it.
- 6.3.4. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the Agency, its directors, officers, employees, or authorized volunteers.
- 6.3.5. Such liability insurance shall indemnify the Consultant and his/her Sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her Sub-consultants for damages

on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

- 6.3.6. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability.
- 6.3.7. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
- 6.4. **Workers' Compensation and Employer's Liability Insurance** - The Consultant and all Sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through Sub-consultants in carrying out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof, with statutory limits. The Consultant shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the Agency has received a waiver of subrogation from the insurer.
- 6.5. **Deductibles and Self-Insured Retentions** - Any deductible or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.
- 6.6. **Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by the Agency.
- 6.7. **Evidence of Insurance** - Prior to execution of the Agreement, the Consultant shall file with the Agency a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation. The Agency

reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Consultant shall maintain the Insurance required by this Agreement throughout the term of the Agreement and for a period of not less than 5 years following the termination of completion of this Agreement. Consultant further waives all rights of subrogation under this Agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

The Consultant shall, upon demand of the Agency, deliver to the Agency such policy or policies of insurance and the receipts for payment of premiums thereon.

- 6.8. **Continuation of Coverage** - If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Agency at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute material breach of contract. The insurance requirements in this Agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Consultant's obligations under this Agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this Agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this Agreement and shall not in any way act to limit or restrict the defense or indemnity or additional insure obligations of the Consultant or the Consultant's insurance carrier, and shall be for (1) the full extent of the insurance or self-insurance coverages and limits carried by or available to the Consultant, or (2) the minimum insurance coverage and amounts shown in this Agreement; whichever is greater. Agency reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this Agreement.

- 6.9. **Sub-Consultants** - In the event that the Consultant employs other consultants ("Sub-consultants") as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each Sub-consultant meets the minimum insurance requirements specified above.

## **7. LABOR AND MATERIALS**

Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services to be performed under this Agreement. Consultant shall give its full attention and supervision to the fulfillment of the provisions of this Agreement by its employees

and Sub-consultants and shall be responsible for the timely performance of the Services required by this Agreement. Consultant's standard schedule of fees and charges is attached, which is incorporated herein as though fully set forth in the Fee Schedule attached hereto (Appendix B). All compensation for Consultant's Services under this Agreement shall be pursuant to the Fee Schedule.

## **8. TERM OF THE AGREEMENT**

8.1. **Period of Services** – This Agreement between the Agency and Consultant is for a term of NUMBER OF MONTHS, beginning DATE and ending DATE, subject to the termination provisions herein.

8.2. **Termination** – The Agency may terminate this Agreement for any reason by giving Consultant at least thirty (30) days or earlier (depending on nature of services) prior written notice of such termination. Such termination shall not relieve the Agency from responsibility for payment for Services rendered by Consultant prior to the date of termination but shall relieve the Agency of its obligations for the full payment of compensation due under the Agreement for the Services of Consultant after the notice of termination.

8.3. **Termination for Cause** – The Agency may terminate the Agreement for cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

8.3.1. Material breach of the Agreement by Consultant

8.3.2. Cessation of Consultant to be licensed, as required by law

8.3.3. Failure of Consultant to substantially comply with any applicable federal, state or local laws or regulations

8.3.4. The voluntary or involuntary filing of any petition under any law for the relief of debtors with respect to Consultant

8.3.5. Conviction of Consultant of any crime other than minor traffic offenses

8.4. **Compensation Upon Termination** - If the Services of Consultant are terminated, in whole or in part, Consultant shall be compensated as provided herein for all Services and approved Extra Services performed prior to the date of such termination.

## **9. CALIFORNIA LABOR CODE REQUIREMENTS**

9.1. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public

works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub-consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

- 9.2. **Effective March 1, 2015**, if the services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all sub-consultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any sub-consultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

## **10. INTERESTS OF CONSULTANT**

- 10.1. Consultant represents and warrants that it presently has no interests, and covenants that it will not acquire any interests, direct or indirect, financial or otherwise, that would conflict with the performance of the Services to be provided by Consultant under the Agreement. Consultant further covenants that, in the performance of the Agreement, it will not employ any Sub-consultant or employee with any such interest. Consultant certifies that no one who has or will have any financial interest under this Agreement or within Consultant is a director, officer or employee of the Agency.
- 10.2. Although Consultant is retained as an independent contractor, Consultant’s employees or agents may still be required under the California Political Reform Act and the Agency Conflict of Interest Code to file annual financial disclosure statements. Consultant agrees that its employees and/or agents will file with the Agency in a timely manner those financial disclosure statements that the Agency determines Consultant is required to file pursuant to the Political Reform Act. Failure to file such financial disclosure statements by Consultant and any of its employees or agents is grounds for termination of this Agreement.

## **11. COMPLETED WORK AND WORK PRODUCT**

In the event of termination or completion of the Services under the Agreement, Consultant shall, at the Agency's request, promptly surrender to the Agency all completed work and work in progress and all materials, records and notes developed, procured, or produced pursuant to the Agreement. Consultant may retain copies of such work product as a part of its record of professional activity.

## **12. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

- 12.1. **Confidential Nature of Materials** - The Consultant understands that all documents, records, reports, data, or other materials (collectively "Materials") provided by the Agency to the Consultant pursuant to the Agreement, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to the Consultant and that are utilized or produced by the Consultant pursuant to the Agreement are to be considered confidential for all purposes.
- 12.2. **No Disclosure of Confidential Materials** - The Consultant shall be responsible for protecting the confidentiality and maintaining the security of the Agency documents and records in its possession. All Materials shall be deemed confidential and shall remain the property of the Agency. The Consultant understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or Sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by the Agency. The Consultant agrees not to make use of such Materials for any purpose not related to the performance of the Services under the Agreement. The Consultant shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the prior written approval of the Agency. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in the Agreement or as may be required by law, or by a court of competent jurisdiction.
- 12.3. **Protections to Ensure Control over Materials** - All confidential Materials saved or stored by the Consultant in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this Section survive the termination or completion of the Agreement.

### **13. OWNERSHIP OF DOCUMENTS AND DISPLAYS**

All original written or recorded data, documents, graphic displays, reports or other materials which contain information relating to the Consultant's performance hereunder and which are originated and prepared for the Agency pursuant to the Agreement shall be "work for hire" and shall be the property of the Agency. The Consultant hereby assigns all of its right, title and interest therein to the Agency, including but not limited to any copyright interest. In addition, the Agency reserves the right to use, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such data, documents, graphic displays, reports or other materials delivered to the Agency pursuant to this Agreement and to authorize others to do so.

To the extent that the Consultant utilizes any of its property (including, without limitation, any hardware or software of Consultant or any proprietary or confidential information of Consultant or any trade secrets of Consultant) in performing services hereunder, such property shall remain the property of Consultant, and the Agency shall acquire no right or interest in such property.

### **14. ASSIGNMENT PROHIBITED**

The Consultant shall not assign, transfer, convey, or otherwise dispose of its rights, title or interest in or to this Agreement or any part thereof without the previous written consent of the Agency.

### **15. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES**

- 15.1. **Designated Representatives** – The Agency representative designated below shall be the principal representative of the Agency for purposes of the Services that are the subject of this Agreement. Consultant shall designate, in writing, Consultant's project engineer and/or project manager for the performance of the Services under this Agreement, which designation shall be subject to the Agency's reasonable approval.

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

#### **ZONE 7 WATER AGENCY Representative:**

Name  
Title  
Zone 7 Water Agency  
100 N. Canyons Parkway  
Livermore, CA 94551



**Consultant:**

Name

Title

Firm Name

Address

Firm Tax ID

- 15.2. **Notices** - Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or fax or by registered or certified mail, postage prepaid, return receipt requested to the address set out below and shall be deemed communicated as of the date of mailing. If the name or address of the person to whom notices, demands or communications shall be given changes, written notice of such change shall be given, in accordance with this section within five (5) working days.

## **16. MISCELLANEOUS PROVISIONS**

- 16.1. Integration – This Agreement represents the complete Agreement of the parties and supersedes any other Agreements between the parties, whether written or oral.
- 16.2. No Waiver – No waiver by either parties of any term or condition of this Agreement shall be a continuing waiver thereof.
- 16.3. Modification – This Agreement only may be amended in writing, signed by all parties.
- 16.4. Attorneys' Fees – In any proceeding to enforce this Agreement, the prevailing party shall be entitled to attorneys' fees and costs in any amount determined by the court.
- 16.5. Choice of Laws/Venue – This Agreement shall in all respects be governed by the laws of the State of California applicable to Agreement executed and to be wholly performed with the State. Any action regarding this Agreement shall be brought in Alameda County Superior Court.
- 16.6. Counterparts – This Agreement may be executed in separate counterparts that, together, shall constitute and be one and the same instrument.
- 16.7. No Third-Party Beneficiaries – This Agreement is for the sole benefit of the parties hereto and their permitted assigns (if any), and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns any legal or equitable rights hereunder.
- 16.8. No Presumption Regarding Drafter – The parties to this Agreement acknowledge that its terms and provisions have been negotiated and discussed among them and that it reflects their mutual agreement regarding its subject matter. Therefore, neither party shall be deemed to be the drafter of this Agreement, nor shall there be no presumption for or against the drafter in its interpretation or enforcement.

IN WITNESS WHEREOF, the Parties have executed this Agreement at the place and as of the date first written above.

ALAMEDA COUNTY FLOOD CONTROL and WATER  
CONSERVATION DISTRICT, Zone 7, commonly known as

ZONE 7 WATER AGENCY ("Agency")                      Consultant

_____	_____	_____	_____
Valerie L. Pryor	Date	Signature	Date
General Manager			
		_____	
		Print Name & Title	
		_____	
		_____	
		Address	
		_____	
		Telephone	
		_____	
		TIN or SS Number	

## Appendix C INSURANCE REQUIREMENTS

This is an appendix attached to, and made a part of, the Services Agreement dated \_\_\_\_\_ ("Agreement") between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 commonly known as ZONE 7 WATER AGENCY ("District") and \_\_\_\_\_ ("Consultant"), for the provision of services agreement ("Services").

**Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or sub-contractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (Also known as Errors & Omission – \*Technology Exposure – Other Contractual Considerations) Insurance appropriate to the

Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Zone 7 Water Agency, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay

losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

**Verification of Coverage** – Consultant shall furnish the District with certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Sub-contractors** - Consultant shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.