



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AE-3**

July 15, 2015

NOTICE OF REQUEST FOR PROPOSALS FOR NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM (NEXTGEN MMS) MAXIMO UPGRADE AND SERVICES (2015-IT011)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Next Generation Maintenance Management System (NextGen MMS) Maximo Upgrade and Services (2015-IT011). This contract has a potential maximum contract term of four years, consisting of an initial two-year term and two potential additional one-year option renewals. The total contract amount of this service is estimated to be \$3,650,000 for the entire contract term, including option years. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458-4077, erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following requirement(s) at the time of proposal submission:

1. Proposer must have at least three years of continuous experience implementing client Maximo systems at version 6.0 or higher. **Subcontracting is not allowed to meet this requirement.**
2. The Proposer must have managed or led some combination of at least three successful client upgrades to Maximo v 7.x or three successful new Maximo v 7.x implementations or reimplementations. **Subcontracting is not allowed to meet this requirement.**

3. Proposer and/or its subcontractor(s) must have managed or led at least one successful integration of Maximo (with Maximo Spatial) with a client's ESRI ArcGIS system.
4. The Proposer's planned Project Manager for this project must be a full-time employee of the contractor. This person must have a minimum of two years of experience in successfully implementing IBM Maximo v 7.x. **Subcontracting is not allowed to meet this requirement.**
5. Proposer's planned staff must submit a copy of a valid and active certification to perform Maximo system implementations as evidenced by holding one or more of the following IBM certifications applicable to Maximo v 7.1 or greater:
 - IBM Certified Advanced Deployment Professional
 - IBM Certified Infrastructure Deployment Professional
 - IBM Certified Deployment Professional
 - IBM Certified Solution Advisor
 - IBM Certified Solution Designer

A Proposers' Conference will be held on **Thursday, August 6, 2015, at 9 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will **reject proposals from those whose attendance at the conference cannot be verified.** Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, September 9, 2015, at 5:30 p.m. Please direct your questions to Mr. Fong at the number listed on the previous page.

July 15, 2015
Page 3



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AE-3.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read 'Mark Pestrella', is written over a large, dark, scribbled-out area.

MARK PESTRELLA
Chief Deputy Director

EF

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Enc.

**LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS**



**REQUEST FOR PROPOSALS
FOR
NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM
(NEXTGEN MMS)
MAXIMO UPGRADE AND SERVICES**

RFP NO. 2015-IT011

JULY 2015

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1. INTRODUCTION

1.1 BACKGROUND AND OBJECTIVES

The County of Los Angeles (“County”) is issuing this Request for Proposals (“RFP”) on behalf of its Department of Public Works (“DPW” or “Department”) to solicit bids for a contract (“Contract”) with a highly qualified consulting company (“Contractor”) to provide consulting services for replacing the Department’s current Maintenance Management System (“MMS”) with a Next Generation MMS (“NextGen MMS”). The current installed MMS uses IBM Maximo v 6.2.3. The NextGen MMS shall be based on the most current proven version of IBM’s Maximo, IBM Maximo v 7.6 at the time of issuance of the RFP. If, during the conduct of the Contract prior to the Contractor completing the work described in the Statement of Work, section 2.2, Task 2 (Initial Development and Testing Environments), the current proven version of the IBM Maximo base product is at a version higher the Version 7.6, then all instances in the Contract which specify a version of Maximo to be implemented shall be interpreted as referring to the higher (most current proven) version. Appendix B (Statement of Work) specifies the scope of responsibilities and tasks as well as the minimum requirements relating to the Services to be provided by the selected Contractor.

By submitting a response to this RFP, the responders to the RFP (“Proposer(s)”) acknowledge that the resultant Contract may not be an exclusive contract for the provision of Services described in the RFP. County reserves the right to contract with other consultants or request the services of other firms for the same or similar services.

The five (5) principal objectives of this NextGen MMS project are as follows:

1. To use IBM Maximo v 7.x to reimplement MMS at DPW to:
 - a) Install the current vendor-supported version of IBM Maximo (at the time of issuance of this RFP, version 7.6) to replace DPW’s IBM Maximo version 6.2.3 installation, which is no longer supported by the vendor.
 - b) Migrate, Edit, and Reconfigure, as needed:
 - (i) Asset Classes, Assets, and Locations. Several Asset and Location hierarchies may need to be created, expanded, replaced or modified; also, new assets and asset classes may need to be imported from external data sources.
 - (ii) Job Plans, Preventive Maintenance routines (PMs), Routes, etc.
 - (iii) Cloned Applications, which may include Dispatch, Disaster Repair Projects, Permits, Work Request.
 - c) Migrate a limited number of active MMS work orders (possibly up to several thousand) identified by DPW to the new system, possibly using Maximo’s native flat file XML/Excel import/export functionality.
 - d) Perform application configuration using native IBM Maximo functionality to achieve DPW goals, including but not limited to creation and development of workflows, cloned screens, automation scripting and conditional expressions. If mission-critical requirements cannot be suitably implemented via native IBM Maximo functionality, database triggers may be acceptable to DPW. No custom

code or code extensions will be accepted unless absolutely required for mission-critical functionality and only with prior written DPW approval.

2. To implement Maximo Spatial, an IBM Maximo add-on product providing two-way GIS functionality and seamless integration between DPW's IBM Maximo infrastructure asset and work order data tables and DPW's existing ESRI ArcGIS Geographic Information System. This will allow:
 - a) GIS maps to be displayed and queried as interactive elements within Maximo;
 - b) Infrastructure assets and work orders being created, queried, and viewed in a map-based interface; and
 - c) Geographic tracking and analytics to identify patterns, deficiencies, and opportunities to better allocate resources and increase efficiency.
3. To select and implement a mobile MMS solution to satisfy the specific requirements of the various DPW divisions for mobile MMS access, including disconnected access. Included in this will be the configuration of interfaces that could function across multiple mobile device platforms. This objective refers to any solution that implements IBM Maximo on mobile devices in a disconnected environment such as tablets, laptops and smartphones and that meets DPW's requirements. It is not necessarily a reference to any specific IBM Mobile Maximo product.
4. To document and implement a significant number of work process and data structure improvements and industry-specific IBM Maximo best practices as applicable to DPW's maintenance divisions in order to take full advantage of features of IBM Maximo 7, Maximo Spatial and the mobile MMS solution to meet the Department's needs.
5. To provide training to the Department MMS users to ensure DPW obtains maximum use of the new IBM Maximo solution.

1.2 OVERVIEW OF SOLICITATION DOCUMENT

This RFP is composed of the following parts:

1. **INTRODUCTION**: Specifies the Minimum Requirements each proposer ("Proposer") must satisfy, provides information regarding some of the requirements of the resultant Contract and the solicitation process.
2. **PROPOSAL SUBMISSION REQUIREMENTS**: Contains instructions to Proposers with regards to how to prepare and submit proposals in response to this RFP.
3. **SELECTION PROCESS AND EVALUATION CRITERIA**: Contains information with regards to how the proposals will be evaluated and Contractor selected.

The following Appendices are attached to and are incorporated into, and form part of, this Request for Proposals:

- A. **REQUIRED CONTRACT**: The terms and conditions of the Required Contract.
- B. **STATEMENT OF WORK**: Scope of Services to be performed under the Contract.
- C. **REQUIRED FORMS**: Pricing and other forms that must be completed and included as part of proposals.

- D. PERFORMANCE REQUIREMENT SUMMARY: Performance standards.
- E. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESSES: County policy.
- F. JURY SERVICE ORDINANCE: County Code.
- G. LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY: Contractors that are not allowed to contract with County for a specified period of time.
- H. IRS NOTICE 1015: Information on Federal Earned Income Credit.
- I. SAFELY SURRENDERED BABY LAW: County program.
- J. DEFAULTED PROPERTY TAX REDUCTION PROGRAM: County program.
- K. Determinations of Contractor Non-Responsibility and Contractor Debarment
- L. Background and Resources – California Charities Regulation

1.3 TERMS AND DEFINITIONS

Those terms with the initial letter capitalized that are not expressly defined herein, shall have the meaning given to such terms in *Attachment 1 (Glossary of Terms) to Appendix B (Statement of Work)* to this RFP.

1.4 MINIMUM REQUIREMENTS

Interested and qualified Proposers who can demonstrate the ability to successfully provide the Services described in *Appendix B (Statement of Work)* to this RFP are invited to submit proposal(s), provided that they meet all the requirements specified below (“Minimum Requirements”). Provide detailed information demonstrating compliance with the minimum requirements.

1. The Proposer must have at least three years of continuous experience implementing IBM Maximo client systems at version 6.0 or higher. **Subcontracting is not allowed to meet this requirement.**
2. The Proposer must have managed or led some combination of at least three (3) successful client upgrades to IBM Maximo v 7.x or three successful new IBM Maximo v 7.x implementations or re-implementations. **Subcontracting is not allowed to meet this requirement.**
3. The proposer, and/or its subcontractor(s) must have managed or led at least one (1) successful integration of IBM Maximo (with Maximo Spatial) with a client’s ESRI ArcGIS system.
4. The proposer’s planned Project Manager for this project must be a full-time employee of the Proposer. This person must have a minimum of two (2) years’ experience in successfully implementing IBM Maximo v 7.x. **Subcontracting is not allowed to meet this requirement.**

5. The proposer's planned staff must submit a copy of a valid and active certification to perform IBM Maximo system implementations as evidenced by holding one (1) or more of the following IBM certifications applicable to IBM Maximo v 7.1 or greater:
- IBM Certified Advanced Deployment Professional
 - IBM Certified Infrastructure Deployment Professional
 - IBM Certified Deployment Professional
 - IBM Certified Solution Advisor
 - IBM Certified Solution Designer

1.5 COUNTY'S RIGHT TO AMEND REQUEST FOR PROPOSALS

The County, in its sole discretion, may interpret or change any provision of this RFP at any time. Any such interpretation or change shall be in the form of a written addendum to the RFP. Each such addendum shall become part of this RFP and may become part of any resultant Contract. Each addendum shall be made available to each Proposer which County records indicate has received this RFP. In the event any such addendum requires additional information not previously requested, a Proposer's failure to address the requirements of such addendum may result in the elimination of the proposal for consideration, as determined by County in its discretion. The County shall be responsible only for that which is expressly stated in this RFP and any such authorized written addenda thereto and shall not be responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on the County's behalf.

1.6 COUNTY'S OPTION TO REJECT PROPOSALS

Proposers are hereby advised that this RFP is a solicitation for proposals only and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable in any way or have any responsibility for any costs incurred by a Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive any minor, inconsequential or immaterial irregularities, disparities, deviations or defects in any submitted proposal, as determined by County. The County also, at its sole discretion, may seek clarifications from Proposers.

1.7 CONTRACT TERM

The term of the resultant Contract shall commence upon execution of the Contract by County and Contractor and the County's issuance of a Notice to Proceed and shall continue for two (2) years ("Initial Term"), with County's sole option to extend the term of the Contract for up to two (2) additional years ("Extended Term"), one (1) year at a time, subject to, among others, County's right to terminate/suspend earlier for convenience, non-appropriation of funds, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor, improper consideration given/offered to County with respect to the award of the Contract, breach of warranty to maintain compliance with County's Child Support Compliance Program and any other County rights to terminate/suspend the Contract, notwithstanding the maximum term of the Contract.

1.8 CONTRACT RATES

Contractor shall be reimbursed in accordance with a not-to-exceed fixed price rate (“Fixed Price Amount”) for all work performed under the resultant Contract with the exception of any Optional Services, which shall be reimbursed pursuant to an agreed upon not-to-exceed Maximum Fixed Price calculated based on the lump sum price and hourly rate, as shall be specified in the resultant Contract including the Pricing Schedule.

1.9 DAYS OF OPERATION

Contractor shall be required to provide Services onsite at the County specified facilities during normal business hours (7 a.m. to 5 p.m. Pacific Time, Monday through Thursday, excluding County observed holidays) for the duration of the project, unless otherwise authorized by County’s Project Manager in writing. Work hours and days may be altered, when necessary, with the Contract Manager’s sole discretion.

Unless specified by County otherwise, holidays Observed by the County of Los Angeles are:

New Year’s Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents’ Day	Thanksgiving Day
Memorial Day	Day-After Thanksgiving
Independence Day	Christmas Day
Labor Day	

1.10 MANDATORY PROPOSER’S CONFERENCE (MPC)

Each Proposer or authorized representative must attend **the Mandatory Proposers’ Conference to be held at the place, date and time announced in the Notice of Request for Proposals. Proposals received from Proposers not signed-in as attending this conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning the RFP and the Contract requirements, specifications, terms and conditions. For example, questions may address concerns, if any, that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in DPW not receiving the best possible responses from Proposers. County reserves the right not to orally answer questions. Any oral answers provided at the MPC shall not be binding. Written responses to all MPC questions will be provided to all Proposers that attend the MPC and sign the official sign-in sheet. These written answers will be provided without identifying the originator of questions and will be made available when responses to written questions are scheduled to be completed and may also, as determined by County, be included in an Addendum to this RFP. Upon conclusion of the MPC, DPW will only provide further clarifications and/or answers concerning this RFP through a written addendum/information update to this RFP, which will be provided only to those who attended the MPC.

1.11 CONTACT WITH COUNTY PERSONNEL

All contact regarding this RFP or any matter relating thereto must be in writing and must be mailed or e-mailed to the following person (“Contract Analyst”):

County of Los Angeles Department of Public Works
Architectural Engineering Division – 9th Floor
Attention Mr. Eric Fong
P.O. Box 1460
Alhambra, California 91802-1460
E-mail: erfong@dpw.lacounty.gov
Telephone: (626) 458-4077

If, except for information provided by County personnel at the Mandatory Proposer’s Conference, it is discovered that a Proposer contacted and received information regarding this RFP from any County personnel other than the person specified above, County, in its sole determination, may disqualify the proposal of such Proposer from further consideration.

Proposers are specifically directed not to contact any other County person or agent for any matters relating to this RFP. Failure by any Proposer to adhere to this policy, including if it is discovered that a Proposer contacts and receives or attempts to receive information regarding this RFP from any County personnel other than the person specified above, shall result in the disqualification of the proposal of such Proposer from further consideration, as determined by County. The resultant Contract shall only be awarded to the Proposer whose proposal has been selected for Contract negotiations in accordance with the terms of this RFP.

All written communications with County regarding this RFP, including its Appendices, Attachments and Exhibits, must reference the NextGen MMS RFP, Proposer’s name, address, contact person, contact’s telephone number and contact’s email address and the reason for communication. Any material received that does not explicitly indicate its NextGen MMS RFP related contents will be handled as general mail or communication, which may result in a delay or non-response to the Proposer.

1.12 FINAL CONTRACT AWARD

Notwithstanding a recommendation by the Department, agency, individual or other, County’s Board of Supervisors (“Board”) retains the right to exercise its judgment concerning the selection of a proposal, the terms of any resultant Contract and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award or not award a contract or to award a contract to a Proposer other than the highest-rated Proposer.

1.13 MANDATORY REQUIREMENT TO REGISTER ON COUNTY’S WEBVEN

Prior to the Contract award, all potential contractors must register on the County’s WebVen. The WebVen contains the vendor’s business profile and identifies the goods and/or services the business provides. Registration can be accomplished online via the Internet by accessing the County’s home page at <http://camisvr.co.la.ca.us/webven/>.

1.14 PROTEST POLICY REVIEW PROCESS

- 1.14.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in *Section 1.14.3 (Grounds for Review)* below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the

Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed Contract award.

1.14.2 Throughout the review process, County has no obligation to delay or otherwise postpone an award of the resultant Contract despite any Proposer protest. In all cases, County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.14.3 GROUNDS FOR REVIEW

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved service contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (*Section 2.6 (Solicitation Requirements Review)* below);
- Review of a Disqualified Proposal (*Section 3.3 (Disqualification Review)* below); and
- Review of Proposed Contractor Selection (*Section 3.7.2 (Proposed Contractor Selection Review)* below).

1.15 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT

1.15.1 Responses to this RFP shall become the exclusive property of County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, the Department completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated Contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board of Supervisors Policy No. 5.055 and approval by the Board and (b) with respect to each Proposer requesting a County Independent Review, the County Independent Review convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, the Department recommends the recommended Proposer to the Board, and such recommendation appears on the Board agenda, all proposals submitted in response to this RFP, shall become a matter of public record, with the exception of those parts of each proposal which are clearly defined by Contractor as business or trade secrets and are plainly marked as "**Trade Secret**", "**Confidential**" or "**Proprietary**".

Notwithstanding the preceding paragraph, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda. Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets and plainly marked by the Proposer as "Trade Secret", "Confidential" or "Proprietary".

1.15.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality, or the marking of each page of the proposal as "Trade Secrets", Confidential" or "Proprietary", shall not be deemed sufficient notice of exception. Proposers must specifically label only those provisions of the proposal which are "Trade Secrets", Confidential" or "Proprietary" in nature.**

1.15.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records and/or contents of a proposal marked Confidential”, Trade Secrets” or “Proprietary”, by submitting a proposal in response to this RFP, Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys’ fees, incurred in connection with any action, proceedings or liability arising in connection with the Public Records Act request.

1.16 INDEMNIFICATION AND INSURANCE

Contractor shall be required to comply with the indemnification provisions contained in *Paragraph 29 (Indemnification) of the Base Contract under Appendix A (Required Contract)*. Contractor shall procure, maintain and provide to County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Paragraph 30 (Insurance) of the Base Contract under Appendix A (Required Contract)*.

1.17 INJURY & ILLNESS PREVENTION PROGRAM (IIPP)

Contractor shall be required to comply with the State of California’s Cal OSHA’s regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.18 SPARTA PROGRAM

A County program, known as “SPARTA” (Service Providers, Artisan and Tradesman Activities) may be able to assist potential contractors in obtaining affordable liability insurance. The SPARTA Program is administered by County’s insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555, or access its website directly at www.2sparta.com.

1.19 BACKGROUND AND SECURITY INVESTIGATIONS

Each of the Contractor’s staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County’s sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under any resultant Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation.

If a member of Contractor’s staff does not pass the background investigation, County may request that the member of Contractor’s staff be removed immediately from performing services under the Contract. Contractor shall comply with County’s request at any time during the term of the Contract. County will not provide to Contractor or to Contractor’s staff any information.

1.20 CONFIDENTIALITY AND INDEPENDENT CONTRACTOR STATUS

As appropriate, Contractor shall be required to comply with the provisions of *Paragraphs 40 (Confidentiality and Security) and 28 (Independent Contractor Status) of the Base Contract under Appendix A (Required Contract)*.

1.21 CONFLICT OF INTEREST

No County employee whose position in County enables him/her to influence the selection of a Contractor for this RFP, or any competing solicitation, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code, as stated in *PW-5 (Conflict of Interest Certification) to Appendix C (Required Forms)*.

1.22 DETERMINATION OF PROPOSER RESPONSIBILITY

- 1.22.1 A responsible Proposer is a Proposer that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Proposers.
- 1.22.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 1.22.3 County may declare a Proposer to be non-responsible for purposes of the resultant Contract if County's Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (i) violated a term of a contract with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or omission which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.
- 1.22.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.22.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.22.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.23 PROPOSER DEBARMENT

- 1.23.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the

circumstances, and County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (i) violated a term of a contract with County or a nonprofit corporation created by County; (ii) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

- 1.23.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.23.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.23.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.23.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 1.23.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (a) the Proposer has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.23.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The

Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.23.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.23.9 *Appendix G (Listing of Contractors Debarred in Los Angeles County)* provides a link to County's website where there is a listing of contractors that are currently debarred in Los Angeles County (Debarment List).

1.24 PROPOSER'S ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Proposers shall: (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.25 GRATUITIES

1.25.1 ATTEMPT TO SECURE FAVORABLE TREATMENT

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the resultant Contract or that the Proposer's failure to provide such consideration may negatively affect County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.25.2 PROPOSER NOTIFICATION TO COUNTY

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.25.3 FORM OF IMPROPER CONSIDERATION

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.26 NOTICE TO PROPOSERS REGARDING COUNTY LOBBYIST ORDINANCE

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each

person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the form in PW-19 (*County Lobbyist Ordinance Certification*) to Appendix C (*Required Forms*) as part of the proposal.

1.27 FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015 (as referenced in *Appendix H (IRS Notice 1015)* to this RFP).

1.28 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

As a threshold requirement for consideration for Required Contract award, Proposers shall demonstrate a proven record of hiring participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) and General Relief Opportunity for Work (GROW) Programs and shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall complete and return the form in *PW-10 (GAIN and GROW Employment commitment)* to Appendix C (*Required Forms*) along with the proposal.

1.29 COUNTY'S QUALITY ASSURANCE PROGRAM

After the Contract award, County or its agent will evaluate Contractor's performance under the Contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms of the resultant Contract and performance standards identified in the Statement of Work. Contractor's deficiencies, which County determines are severe or continuing and that may jeopardize performance of the Contract, may be required to be reported to County's Board of Supervisors. The report will include improvement and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Contract, in whole or in part, or impose other penalties as specified in the Contract.

1.30 RECYCLED BOND PAPER

Proposer shall be required to comply with County's policy on recycled bond paper as specified in *Paragraph 45 (Recycled Bond Paper) of the Base Contract under Appendix A (Required Contract)*.

1.31 SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact

sheet is set forth in *Appendix I (Safely Surrendered Baby Law)* to this RFP and is also available on the Internet at www.babysafela.org for printing purposes.

1.32 GREEN INITIATIVES

Proposer shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. The selected Proposer shall notify County’s Project Manager of its new green initiatives prior to Effective Date of the resultant Contract.

1.33 COUNTY POLICY ON DOING BUSINESS WITH SMALL BUSINESSES

1.33.1 County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

1.33.2 The Local Small Business Enterprise Preference Program requires the company to complete a certification process. This program and how to obtain certification are further explained in *Section 1.35 (Local Small Business Enterprise Preference Program)* below.

1.33.3 The Jury Service Program provides for an exception if a company qualifies as a Small Business. It is important to note that each program has a different definition for Small Business. A company may qualify as a Small Business in one program but not the other. Further explanation of this program is provided in *Section 1.34 (Jury Service Program)* below.

1.33.4 County also has a Policy on Doing Business with Small Businesses that is stated in *Appendix E (County of Los Angeles Policy on Doing Business with Small Businesses)* to this RFP.

1.34 JURY SERVICE PROGRAM

The prospective Contract is subject to the requirements of County’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). Prospective contractors should carefully read the *Appendix F (Jury Service Ordinance)* and the pertinent jury service provisions of *Paragraph 13 (Compliance with County’s Jury Service Program) of Appendix A (Required Contract)*, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both the Contractor and its subcontractors (“Subcontractors”). Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.34.1 The Jury Service Program requires each Contractor and its Subcontractors to have and adhere to a written policy, which provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County, or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not

considered full-time for purposes of the Jury Service Program.

- 1.34.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to any Contractor that (i) has ten (10) or fewer employees; and (ii) has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract is less than \$500,000, and (iii) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.34.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then Contractor must so indicate in the form in *PW-3 (County Of Los Angeles Contractor Employee Jury Service Program Application For Exception And Certification Form) to Appendix C (Required Forms)* and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing Contractor's application, County will determine, in its sole discretion, whether Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. County's decision shall be final.

1.35 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 1.35.1 County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise ("Local SBE"), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: (1) A business certified by the State of California as a small business and (2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by County's Internal Services Department as meeting the requirements set forth in 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.
- 1.35.2 To apply for certification as a Local SBE, businesses may register with the Internal Services Department at: <http://laosb.org>.
- 1.35.3 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach the Local SBE Certification Letter to the completed form in *PW-9 (Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form) to Appendix C (Required Forms)* with the proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
- 1.35.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and

Resources website at <http://www.pd.dgs.ca.gov/smbus/default>.

1.36 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

It is the intent of County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

1.37 NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS

The Proposer shall notify County of any pending acquisitions/mergers of its company. This information shall be provided by the Proposer on the form in *PW-1 (Verification of Proposal) to Appendix C (Required Forms)*. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained on the form in *PW-1 (Verification of Proposal) to Appendix C (Required Forms)* during the pendency of this RFP by providing a revised form *PW-1 (Verification of Proposal)* to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

1.38 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 1.38.1 The prospective Contract is subject to the requirements of County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance set forth in *Appendix J (Defaulted Property Tax Reduction Program)* to this RFP and the pertinent provisions of *Paragraph 21 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of the Base Contract under Appendix A (Required Contract)*, both of which are incorporated by reference into and made a part of this RFP. The Defaulted Tax Program applies to both Contractors and their subcontractors.
- 1.38.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any resultant Contract that may be awarded pursuant to this RFP or shall certify that they are exempt from the Defaulted Tax Program by completing the form in *PW-17 (Certification Of Compliance With The County's Defaulted Property Tax Reduction Program) to Appendix C (Required Forms)*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.38.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 CHARITABLE CONTRIBUTIONS COMPLIANCE

- 1.39.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read *Appendix L (Background and Resources – California Charities Regulations)*. New rules cover California public benefit corporations, unincorporated associations and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive

compensation,

fund-raising practices and documentation. Charities with over \$2 million of revenue (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

1.39.2 All Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the form in *PW-12 (Charitable Contributions Certification) to Appendix C (Required Forms)*. A completed *PW-12 (Charitable Contributions Certification)* is a required part of any agreement with County.

1.39.3 In *PW-12 (Charitable Contributions Certification) to Appendix C (Required Forms)*, the Proposer should certify either that:

it has determined that it does not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act), but will comply if it becomes subject to coverage of those laws during the term of a County contract,

OR

it is currently complying with their obligations under the Charitable Purposes Act, attaching a copy of its most recent filing with the Registry of Charitable Trusts.

1.39.4 Prospective County contractors that do not complete *PW-12 (Charitable Contributions Certification)* as part of the solicitation process may, in County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

1.40 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

1.40.1 In evaluating proposals, County will give preference to businesses that are certified by County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: (i) that is a non-profit organization recognized as tax exempt pursuant to section 501(c)(3) of the Internal Revenue Service Code; set forth, under penalty of perjury, such information as requested by County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; (ii) has been in operation for at least one (1) year providing transitional job and the related supportive services to program participants; and (iii) provides a profile of its program with a description of its program components designed to assist program participants, number of past program participants and any other information requested by the contracting Department.

1.40.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.40.3 To request the Transitional Job Opportunities Preference, Proposer must complete the form in *PW-13 (Transitional Job Opportunities Preference Application) to Appendix C (Required Forms)* and submit it along with all supporting documentation with the proposal.

1.41 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM (DVBE)

- 1.40.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: (1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or (2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 1.40.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.
- 1.40.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any County solicitation.
- 1.40.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.
- 1.40.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete the form in *PW-18 (Request for Disabled Veteran Business Enterprise Consideration Form)* to *Appendix C (Required Forms)* and submit it with supporting documentation with the proposal. Information about the State's DVBE certification regulations can be found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>.
- Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

1.42 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

2. PROPOSAL SUBMISSION REQUIREMENTS

In order to have their proposals evaluated, Proposers in submitting their responses to this RFP must comply with the content, sequence, format and other proposal requirements as set forth below in this *Section 2 (Proposal Submission Requirements)*, including key dates, activities and instructions to Proposers regarding preparation and submission of proposals.

2.1 ACCEPTANCE OF TERMS AND CONDITIONS

Each Proposer understands and agrees that submission of proposals in response to this RFP constitutes acknowledgment and acceptance of, and willingness to comply with, all terms and conditions of this RFP, including all addenda to the RFP.

2.2 CONFIDENTIALITY

Proposer shall maintain the confidentiality of all records obtained from County under this RFP in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines, rules, policies and procedures relating to confidentiality.

2.3 COUNTY NON-RESPONSIBILITY

County is not responsible for representations made by any of its officers or employees prior to the execution of the resultant Contract unless such understanding or representation is included in the Contract resulting from this RFP.

2.4 TRUTH AND ACCURACY OF REPRESENTATIONS

False, misleading, incomplete or deceptively unresponsive statements or altered published RFP documents, including response documents, in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Department's sole judgment and his judgment shall be final.

2.5 RFP TIMETABLE

The timetable for this RFP is as follows:

Release of RFP	Wednesday, July 15, 2015
Deadline for Request for Solicitation Requirements Review (10 Business Days after release of RFP)	Monday, August 3, 2015
Mandatory Proposers' Conference	Thursday, August 6, 2015
Deadline to submit written questions	Tuesday, August 11, 2015
Proposals Due by 5:30 p.m. Pacific Time (PT)	Wednesday, Sept 9, 2015

2.6 SOLICITATION REQUIREMENTS REVIEW

A person or entity may seek a Solicitation Requirements Review by submitting to the Department the form PW-11 (*Transmittal Form to Request a Solicitation Requirements Review*) along with supporting documentation, as described in this *Section 2.6 (Solicitation Requirements Review)*. A Solicitation Requirements Review may be denied, in the Department's sole discretion, if all of the following criteria are not met:

- The request for a Solicitation Requirements Review is received by the Department within ten (10) Business Days of the release of the RFP, as specified in *Section 2.5 (RFP Timetable)* above;
- The request for a Solicitation Requirements Review includes documentation that

demonstrates the underlying ability of the person or entity to submit a proposal;

- The request for a Solicitation Requirements Review itemizes in appropriate detail each matter contested and factual reasons for the requested review; and
- The request for a Solicitation Requirements Review asserts either that:
 - a. application of the Minimum Requirements, Evaluation Criteria and/or Business Requirements unfairly disadvantages the Proposer; or
 - b. due to unclear instructions, the process may result in County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, within a reasonable time prior to the proposal due date. All Requests for a Solicitation Requirements Review should be submitted to the Contract Analyst identified in *Section 1.10(Mandatory Proposer's Conference (MPC))*.

2.7 PROPOSERS' QUESTIONS

Proposers may submit written questions regarding this RFP by e-mail to the Contract Analyst identified in *Section 1.10 (Mandatory Proposer's Conference (MPC))*. All questions must be received by the deadline specified in *Section 2.5 (RFP Timetable)*. All questions will be compiled with the appropriate answers and issued as an information update or addendum to the RFP without identifying the submitting company.

When submitting questions, Proposers should specify the RFP section number, paragraph number and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

When submitting questions, Proposers must also identify themselves by including the following information:

- The company name, business and mailing addresses, phone number;
- The primary contact person, name, business and mailing addresses, contact phone(s) and e-mail address(es); and
- The primary contact person's relationship with the company.

Questions may address concerns that the application of Minimum Requirements, Evaluation Criteria and/or Qualifications would unfairly disadvantage Proposers or, due to unclear instructions, result in County not receiving the best possible responses from Proposers.

County reserves the right not to respond to questions that it deems confidential, inappropriate or not material to responding to the RFP.

2.8 PREPARATION OF THE PROPOSAL

All proposals must be submitted in the format prescribed below in this RFP. Any proposal that deviates from this format may be rejected as non-responsive, at County's sole discretion, without review.

2.9 BUSINESS PROPOSAL FORMAT

Each RFP response must include a Business Proposal which shall contain all information

specified in this *Section 2.9 (Business Proposal Format)* below. The content and sequence of the Business Proposal must be as follows:

1. Title Page
2. Table of Contents
3. Cover Letter
4. Supporting Documentation for Corporations and Limited Liability Companies
5. Executive Summary (Section A)
6. Proposer's Qualifications and Work Plan (Section B)
7. Required Licenses and Certifications (Section C)
8. Required Forms (Section D)
9. Proof of Insurability (Section E)

The subsections below break down the requirements of each proposal component, while identifying the RFP Section where the information should be included.

2.9.1 TITLE PAGE

The first page of the proposal must consist of a title page with the name of the firm, title of the RFP (“**NextGen MMS Maximo Upgrade and Services RFP No. 2015-IT011**”), date of submission and identification of the printed documents as “Original” or “Copy”.

2.9.2 TABLE OF CONTENTS

The table of contents shall outline all components of the proposal, including a clear definition of each, identified by sequential page numbers and the proposal section numbers prescribed below in this *Section 2.9 (Business Proposal Format)* of the RFP.

2.9.3 COVER LETTER

The cover letter must be a maximum of one (1) page, transmitting the proposal on the Proposer's stationery. The cover letter must include the Proposer's name, address, email address, telephone numbers and facsimile numbers (if any) of the person or persons to be used for contact and who will be authorized to represent the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the Proposer to the resultant Contract. The letter shall indicate that the Proposer intends to perform the Contract as a single Proposer and will bear sole and complete responsibility for all work as defined in this RFP and in the agreed upon resultant Contract.

2.9.4 SUPPORTING DOCUMENTATION

The Proposer shall complete, sign and date the form in *PW-1 (Verification of Proposal) to Appendix C (Required Forms)*. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer to the resultant Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the proposal or at some later time, County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

REQUIRED SUPPORT DOCUMENTS:

Corporations or Limited Liability Company (LLC): The Proposer must submit the following documentation with the proposal:

- (1) A copy of a “Certificate of Good Standing” with the state of incorporation/organization.
- (2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers. If Proposer’s most recent Statement has only the “No change in information” box checked, the Proposer must also submit the most recent endorsed “Statement of Information,” which includes a list of corporate officers. The “Statement of Information” must list the corporate officers.

Limited Partnership: The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State and any amendments.

2.9.5 **EXECUTIVE SUMMARY (SECTION A)**

Condense and highlight the contents of the Proposer’s Business Proposal to provide the Department with a broad understanding of the Proposer’s approach, qualifications, experience and staffing.

2.9.6 **PROPOSER’S QUALIFICATIONS AND WORK PLAN (SECTION B)**

Demonstrate that the Proposer’s organization has the experience and capability to perform the Services required by this RFP. The following sections must be included:

1. **Minimum Requirements (SECTION B.1)**

Demonstrate in writing how the Proposer meets all the Minimum Requirements identified in *Section 1.4 (Minimum Requirements)* of this RFP. The Proposer must also fulfill requirements specified in and provide information requested in Required Form *PW-20 (Proposer’s Compliance with the Minimum Requirements of the RFP of Appendix C (Required Forms))*.

2. **Background and Experience (SECTION B.2)**

FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Proposer’s capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment and to demonstrate that the Proposer, including staff proposed to be providing Services required under this RFP, has the capability to perform all Services required by the RFP, including those specified in *Appendix B (Statement of Work)*.

- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, subcontractors and any other staff involved with this Contract, if awarded, to demonstrate and support all requirements of this RFP.

- Organization – provide a chart or outline of the firm’s organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position.
- Provide responses to the Minimum Requirements identified in *Section 1.4 (Minimum Requirements)*.
- Provide responses to *Section 3.4.1(b) (Proposer Experience Beyond Minimum Requirements)*.
- Proposer must include a listing of contracts terminated within the past three (3) years with a reason for termination.

Proposals of the Proposers that successfully demonstrated the following qualifications may carry heavier weight in proposal evaluation, as such qualifications are highly desired by the County:

- Implementing a recent IBM Maximo version at a Public Agency: The Proposer has managed or led at least one successful new IBM Maximo v 7.1 (or later) implementation or successful re-implementation at a single public agency client significantly using IBM Maximo in at least two (2) of the following unique lines of business: road maintenance/traffic operations, waterworks/wastewater maintenance, flood control and facilities/building maintenance.
- Implementing a recent version of IBM Maximo at a Water-Related Agency: The Proposer has successfully implemented IBM Maximo 7.1 (or later) for at least one (1) waterworks, wastewater and/or sewerage agency with a customer base of at least 25,000 service customers.
- Implementing Mobile Maximo Solutions: The Proposer has managed or led at least two (2) successful implementations of one (1) or more disconnected (e.g., off-line, store-and-forward, etc.) mobile IBM Maximo 7 solution(s) and at least one (1) implementation must have included a GIS element (e.g., an interactive GIS-based map with tabular Maximo data on the same screen, not merely a display of a commercially available map service like Google Maps displaying a location). For this purpose a mobile IBM Maximo 7 solution does not include any mobile solution that is not provided by its vendor already fully configured to support the Maximo base product; i.e., a general purpose mobile application that can, with significant additional customization and effort, be made to work with Maximo is not acceptable. Note: This qualification refers to any product that implements a mobile solution for IBM Maximo 7; it is not a specific reference to IBM’s Mobile Maximo product.
- Developing/Implementing Cognos Reports and/or Crystal Reports for Maximo: The Proposer has experience developing and implementing Cognos Reports or Crystal Reports for IBM Maximo 6 and/or IBM Maximo 7 for at least one (1) client.
- Demonstration of Applicable Maximo Knowledge: The Proposer must objectively demonstrate competent asset management knowledge in applying IBM Maximo to DPW’s lines-of-business. Specifically, the Proposer shall provide an example of how Problem-Cause-Remedy (“PCR”) data obtained by

DPW staff during maintenance work on public works infrastructure assets can support root-cause analyses, performance metrics, predictive asset management and analytics and/or asset lifecycle management at DPW.

The Proposer acknowledges that that any information provided in its response to this PCR hierarchy as part of its proposal shall be subject to the California Public Records Act and, therefore, shall not mark as or otherwise assert that such information is “Trade Secret”, “Confidential”, ”Proprietary” or otherwise privileged, even if the Proposer’s proposal is not selected for award of the resultant Contract.

A fully developed PCR hierarchy listing all or a majority of DPW’s actual asset classes is neither requested nor wanted in the Proposer’s response.

The Proposer shall provide in its proposal the following:

1. A reasonably well-developed illustrative PCR failure hierarchy for four (4) to six (6) representative asset classes typically found in any one of DPW’s following lines-of-business:
 - Road maintenance/traffic operations
 - Flood control operations and maintenance
 - Waterworks/wastewater operations and maintenance
 - Facilities/building operations and maintenance

The Proposer’s illustrative PCR hierarchy should include no less than four (4) and no more than six (6) distinct and representative major asset classes typically encountered in that line-of-business

2. Of the asset classes the Proposer lists in its PCR hierarchy, at least one (1) shall be equivalent to an asset class actually maintained by DPW (refer to Appendix B (Statement of Work), Attachment 1 (Asset Class and Asset Counts Summary). In the PCR hierarchy and for the asset class that is equivalent to one at DPW, the Proposer shall briefly discuss how the Proposer’s PCR hierarchy for that asset class could be applied in DPW’s IBM Maximo system to help provide root cause analyses, performance metrics, predictive asset management and analytics and/or asset lifecycle management.
3. As an example only, if the Proposer provides an illustrative PCR hierarchy for a road maintenance/traffic operations line-of-business that includes an asset class for traffic signals, the Proposer might select the traffic signal PCR branch of the hierarchy and briefly discuss how it might be used in IBM Maximo to help provide performance metrics, predictive asset management and analytics and/or asset lifecycle management for DPW’s traffic signals (DPW asset class = H SIGNAL). As short a discussion as possible should be provided that sufficiently demonstrates the Proposer’s understanding of how PCR hierarchies might be implemented and beneficially used at DPW to provide performance metrics, predictive asset management and analytics and/or asset lifecycle management.

3. References and Contracts (SECTION B.3)

It is the Proposer's sole responsibility to ensure that the firm's name and point of contact's name, title and phone number for each reference are accurate. County may, at its sole discretion either disqualify a Proposer or deduct evaluation points if:

- References fail to substantiate the Proposer's description of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- County is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

Each Proposer must complete and include the following forms Required Forms in its proposal:

1. *PW-6 (Proposer's Reference List) of Appendix C (Required Forms)* – Proposer must provide at least four (4) references where the same or similar scope of services was provided. The listing must include all Public Entities contracts for the last three (3) years. Use additional sheets if necessary.
3. *PW-14 (Proposer's List of Terminated Contracts) of Appendix C (Required Forms)* – Listing must include contracts terminated within the past three (3) years with a reason for termination.

4. Pending Litigation and Judgments (SECTION B.4)

Proposer must complete Required Form *PW-14 (Proposer's List of Terminated Contracts) of Appendix C (Required Forms)*. Identify by name, case and court jurisdiction any pending litigation, in which Proposer is involved, and/or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatened litigation against the Proposer or principals of the Proposer.

5. Work Plan (SECTION B.5)

FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Each Proposer will be evaluated on the description of the approach to be used to meet the requirements of this RFP and the Statement of Work, including the methodology, capability and commitment to complete the tasks and deliverables set forth in the Statement of Work. Among other factors, the proposals will be evaluated on whether:

- The Proposer understands the scope of, and can develop, the NextGen MMS solution that meets County's objectives and requirements.
- The Proposal's Work Plan shows responsiveness to all tasks and deliverables in the Statement of Work.
- The Proposal's Work Plan includes a detailed **Project Schedule** based on the Statement of Work for the NextGen MMS project delineating all activities, tasks, subtasks, phases, decision points, milestones, deliverables and responsibilities of the Contractor and staff and subcontractors that the Contractor assigns to the project. The Project Schedule timeline should not reference specific dates, but should indicate

realistic approximate elapsed time starting from the Notice to Proceed (Day 1) and lasting through the projected Final Acceptance. The Project Schedule must describe what resources, including required skill sets by Contractor's staff, will be needed for each task. The Project Schedule must show a complete sequence of tasks, phases, events and major task dependencies from Notice to Proceed to the projected Final Acceptance. The Contractor shall provide the Project Schedule in Gantt chart format both in a printed format and a Windows-compatible electronic format (via a CD or USB Drive) that can be opened by either Microsoft Project 2010 or Microsoft Excel 2010. The Project Schedule shall indicate deliverable payments consistent with Required Form *PW-2 (Schedule of Prices) of Appendix C (Required Forms)*. **Failure by the Proposer to provide this detailed Project Schedule in its Work Plan shall deem its proposal non-responsive and subject to disqualification from consideration.**

6. Quality Assurance Program (SECTION B.6)

Describe Proposer's Quality Assurance Program (Program) that will be utilized by the Proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County's Contract requirements and recommendations. The Program must ensure services and deliverables outlined in Appendix B (Statement of Work) are completed in a timely manner, that the services and deliverables will be free of defects and discuss how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, subcontractors, if any, and suppliers must be described. If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the Proposer and how the Proposer will ensure that the subcontractor complies with the Program.
- b. Inspection Fundamentals – The proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision and how the inspections are to be performed. The proposal shall document the name, authority, relevant experience and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review and Reporting – The Program shall describe and list the records to be maintained and detail how the Proposer will make inspection records available to the County.

7. Financial Resources (SECTION B.7)

Submit copies of the proposing entity's financial statements, which have been prepared by a Certified Public Accountant for the most current three full fiscal years. All the financial statements submitted shall be prepared in accordance with Generally Accepted Accounting Principles. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement and statement of cash flow. All pertinent schedules

and footnotes, if applicable, should be provided for evaluation. If audited statements are available, these shall be submitted. Self-prepared financial statements, income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with *Section 1.15 (Notice to Proposers Regarding the Public Records Act)*.

8. Subcontractors (SECTION B.8)

If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing and schedules along with a completed Required Form *PW-8 (List of Subcontractors)* of *Appendix C (Required Forms)*.

2.9.7 REQUIRED LICENSES AND CERTIFICATIONS (SECTION C)

1. Professional Licenses and Certifications (SECTION C.1)

The selected Contractor shall be required to provide Services based on the qualifications specified in this RFP, including the Minimum Requirements specified in *Section 1.4 (Minimum Requirements)*. The proposer's planned staff must submit a copy of a valid and active certification to perform IBM Maximo system implementations as evidenced by holding one or more of the following IBM certifications applicable to IBM Maximo v 7.1 or greater:

- IBM Certified Advanced Deployment Professional
- IBM Certified Infrastructure Deployment Professional
- IBM Certified Deployment Professional
- IBM Certified Solution Advisor
- IBM Certified Solution Designer.

Failure by the Proposer to provide such certification shall deem its proposal non-responsive and subject to disqualification from consideration.

2. Required Contract Certification (SECTION C.2)

It is the duty of every Proposer to thoroughly review *Appendix A (Required Contract)*, including all applicable insurance provisions and any and all Exhibits, Attachments and Schedules thereto, to ensure compliance with all of its terms and conditions. It is County's expectation that in submitting a proposal the Proposers will accept all of the terms and conditions specified in *Appendix A (Required Contract)*, including any and all Attachments and Schedules thereto, as such may be modified by County prior to the commencement of the negotiations of the resultant Contract.

In the event a Proposer takes any exceptions to *Appendix A (Required Contract)*, for each exception taken, the Proposer shall provide:

- (a) An explanation of the reason(s) for the exception;
- (b) The proposed alternative language with a "red-lined" version of the language;
- (c) A description of the impact, if any, to the Proposer's price; and
- (d) A red-lined version of the language at issue.

County reserves the right to determine, in its sole discretion, that a Proposer's exceptions are material enough to deem the proposal non-responsive and not be subject to further evaluation or to deduct points from the Proposer's evaluation score.

Based on the response, the Proposer shall check the appropriate box in Required Form *PW-21 (Required Contract Certification)* to *Appendix C (Required Forms)*. Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

3. Statement of Work Certification (SECTION C.3)

The selected Contractor shall be required to provide and complete all tasks, subtasks, deliverables, goods, services and other work described in *Appendix B (Statement of Work)* including all Exhibits thereto, as such may be modified by County prior to the commencement of the negotiations of the resultant Contract. A Proposer may, however, provide proposed revisions to *Appendix B (Statement of Work)* while maintaining the scope and format of such *Appendix B (Statement of Work)*, provided that reduction in, or deviation from, the scope of work described in *Appendix B (Statement of Work)* may result, in County's sole discretion, in points being deducted from the Proposer's evaluation score or the Proposer's proposal disqualification if the revisions are material enough to deem the proposal non-responsive.

Based on the response, the Proposer shall check the appropriate box in Required Form *PW-22 (Statement of Work Certification)* to *Appendix C (Required Forms)*. Failure by the Proposer to provide such certification shall deem its proposal non-responsive, subject to disqualification from consideration.

County reserves the right to make changes to the Statement of Work at its sole discretion.

2.9.8 REQUIRED FORMS (SECTION D)

Proposers shall include in their responses fully completed and executed the Required Forms set forth in *Appendix C (Required Forms)*, as provided below. While proposers are not required to submit any of such forms twice, any form that is also required to be included in a different Section of a proposal, should either be duplicated as a copy or referenced in this Section of the proposal.

1. Proposer's Required Form List (SECTION D.1)

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Employment Opportunity Certification

PW-8	List of Subcontractors
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification form if requesting SBE preference) (if applicable)
PW-10	GAIN and GROW Employment Commitment
PW-11	Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst)
PW-12	Charitable Contributions Certification (if applicable)
PW-13	Transitional Job Opportunities Preference Application (if applicable)
PW-14	Proposer's List of Terminated Contracts
PW-15	Proposer's Pending Litigations and Judgments
PW-16	Proposer's Insurance Compliance Affirmation
PW-17	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
PW-18	Request for Disabled Veteran Business Enterprise (DVBE) Preference Program Consideration Form (if applicable)
PW-19	County Lobbyist Ordinance Certification
PW-20	Proposer's Compliance with the Minimum Requirements of the RFP
PW-21	Required Contract Certification
PW-22	Statement of Work Certification

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County.)

2. Subcontractors' Forms List (SECTION D.2)

The County seeks diverse, broad-based participation in its contracting. subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to Contractor in general. If subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing and schedules. In addition to this statement, the following Required Forms attached to Appendix C (Required Forms) must be completed and submitted for each subcontractor contemplated:

PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-7	Proposer's Equal Employment Opportunity Certification
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only) (if applicable)
PW-10	GAIN and GROW Employment Commitment
PW-12	Charitable Contributions Certification (if applicable)
PW-16	Proposer's Insurance Compliance Affirmation (for subcontractor(s))

2.9.9 PROOF OF INSURABILITY (SECTION E)

Submit completed and signed Required Form PW-16 (Proposer's Insurance Compliance Affirmation) to Appendix C (Required Forms), acknowledging that the Proposer will comply with all provisions set forth in *Paragraph 30 (Insurance) of the Base Contract under Appendix A (Required Contract)*, if awarded the Contract. In Required Form PW-16 (Proposer's Insurance Compliance Affirmation), Proposer affirms that the Proposer will procure, maintain and provide the County with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed Contract, without interruption or break in coverage.

2.10 **COST PROPOSAL FORMAT**

Each RFP response must include a Cost Proposal which shall contain all costs related to completing *PW-2 (Schedule of Prices)*. The content and sequence of the Cost Proposal must be as follows:

1. Title Page – identifying, at a minimum, the name of the firm, title of the RFP, date of submission and identification of printed documents as “Original” or “Copy”.
2. Cost Proposal Form – completed Required Form *PW-2 (Schedule of Prices) of Appendix C (Required Forms)*.
2. Independent Price Determination Certification – completed Required Form *PW-23 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) of Appendix C (Required Forms)*.

2.11 **PROPOSALS**

2.11.1 PROPOSAL SUBMISSION

Proposals shall be submitted with **six (6)** complete sets of the Proposal that includes all related information in the following formats:

- Paper: One original and three copies

- **Electronic:** Two (2) Windows-compatible electronic copies on a CD or USB Drive in PDF format as follows:
 - One (1) original electronic copy.
 - One (1) redacted electronic copy – Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the Proposal such as Social Security numbers.

NOTE: The electronic copy shall also include as a separate file the Proposer’s Project Schedule in a Gantt chart format in a file format that can be opened by either Microsoft Project 2010 or Microsoft Excel 2010 (see Section 2.9.6(5)).

Please note: The two (2) electronic copies of your proposal will **not** be used for evaluation purposes, except for your Project Schedule, which **may** be reviewed for evaluation purposes. The evaluators will evaluate the content of the original hard copies of the submitted proposal only, along with the Proposer’s Project Schedule in Microsoft Project 2010 or Excel 2010 format if needed. Proposers **are responsible to include paper copies of all information, including information on the electronic copies**, to the hard copies of the proposal for such information to be evaluated.

2.11.2 PROPOSAL DELIVERY

Submit proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. The Cashiers’ office is open Monday – Thursday from 7:00 am to 5:30 pm excluding Fridays and County holidays. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted. Proposals delivered by other means, including United States Postal Service, may be delayed in DPW’s mail system, resulting in untimely delivery to the Cashier and possible failure to meet the proposal submission deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, DPW or any County Special District.

Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in *Section 2.5 (RFP Timetable)* of this RFP, will be rejected by Public Works as nonresponsive.

2.11.3 FIRM OFFERS

All proposals shall be firm and final offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals. Until the proposal submission deadline, errors in proposals may be corrected by a written request to withdraw the proposal and to submit another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

2.11.4 ALTERING SOLICITATION DOCUMENT

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations or provisions inserted by the Proposer will render their proposal irregular and may cause its rejection as nonresponsive.

2.11.5 DISQUALIFICATION OF PROPOSERS

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated may cause the rejection of all proposals in which such Proposer has interest on the basis of non-responsibility and/or non-responsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of non-responsibility and/or non-responsiveness and may subject such Proposers to debarment.

2.11.6 KNOWLEDGE OF WORK TO BE DONE

By submitting a proposal, Proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work and is familiar with all of the physical and climatic conditions and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached and any additional communications sent and makes its proposal in accordance therewith. If Proposer's proposal is accepted, the Proposer will enter into a written Contract with the County for the performance of the proposed work and will accept payment based on the prices shown in Required Form PW-2 (Schedule of Prices) of Appendix C (Required Forms), as full compensation for work performed. It is understood and agreed that the quantities set forth in such Required Form PW-2 (Schedule of Prices) and this RFP are only estimates and the unit prices will apply to the actual quantities, whatever they may be.

2.11.7 PROPOSAL PRICES AND AGREEMENT OF FIGURES

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

2.11.8 PROPOSER'S SAFETY RECORD

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information with their proposal on Required Form PW-4 (Contractor's Industrial Safety Record) provided. Non-submission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of non-responsibility and/or non-responsiveness.

2.11.9 WAGES, MATERIALS AND OTHER COSTS

It is the responsibility of the Proposer to calculate the proposal price to take into consideration a possible escalation of wages, materials and other costs during the Contract period. The Board,

County, DPW, County's Special District(s) and the Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

2.11.10 CONSULTANT INDEPENDENCE

Proposers that assisted the County in developing or preparing a solicitation document, pursuant to a consultant contract, are precluded from subsequently being involved in the bidding process on that solicitation document.

3. SELECTION PROCESS AND EVALUATION CRITERIA

3.1 SELECTION PROCESS

County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). All responses to this RFP become the property of the County. The selection process will begin with receipt of the proposal no later than by the due date specified in *Section 2.5 (RFP Timetable)* above.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Evaluation Committee will evaluate the proposals and will use the evaluation criteria and corresponding weighting factors (“Evaluation Criteria”) listed below in this *Section 3 (Selection Process and Evaluation Criteria)* to select a prospective Contractor. The Evaluation Committee may utilize the services of appropriate experts to assist in the evaluation.

All proposals will first be screened to determine preliminary compliance with the Minimum Requirements. All proposals that pass the Minimum Requirements will then be evaluated based on the evaluation criteria listed below in this *Section 3 (Selection Process and Evaluation Criteria)*. The County, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP’s requirements. The proposals will be scored and ranked in numerical sequence from high to low. County may also, at its option, invite highest ranked Proposers being evaluated for an interview to make a verbal presentation to corroborate their proposals.

After a prospective Contractor has been selected, County and the prospective Contractor will commence negotiations of a Contract for submission to County’s Board of Supervisors for its consideration and possible approval. If a satisfactory Contract cannot be negotiated with the selected prospective Contractor, County may, at its sole discretion, disqualify such selected prospective Contractor and begin Contract negotiations with the next qualified Proposer who submitted a proposal, as determined by County.

Notwithstanding the foregoing, County retains the right to select a proposal other than the highest ranked proposal, may recommend the award of a contract to one or more of those submitting proposals, if County determines in its sole discretion that another proposal is the most overall qualified, cost-effective, responsive and is in the best interests of County.

3.2 ADHERENCE TO MINIMUM REQUIREMENTS (PASS/FAIL)

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. County shall review each Proposer’s response and the appropriate information, references and/or documentation of the proposal and determine if the Proposer meets the Minimum Requirements as specified in *Section 1.4 (Minimum Requirements)* of this RFP. Minimum Requirements may be revisited at any time during the review/evaluation process.

Failure by the Proposer to comply with the Minimum Requirements will eliminate its proposal from further consideration. County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

2. Proposer will comply with the insurance requirements as evidenced by submitting a completed and signed Required Form *PW-16 (Proposer’s Insurance Compliance Affirmation)* of *Appendix C (Required Forms)*.

3. Proposer and any subcontractors, if any, have met the GAIN and GROW Programs requirements (Required Form *PW-10 (GAIN and GROW Employment Commitment)* of *Appendix C (Required Forms)*).
4. Proposer and any subcontractors, if any, have completed and submitted the Charitable Contributions Certification (Required Form *PW-12 (Charitable Contributions Certification)* of *Appendix C (Required Forms)*).
5. Proposer and any subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (Required Form *PW-3 (County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form)* of *Appendix C (Required Forms)*) stating that they accept and will comply with the program requirements or establish their entitlement to an exception to the program.
6. Proposer and subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed, signed and complied with all requirements of Required Form *PW-2 (Schedule of Prices)* of *Appendix C (Required Forms)*.
7. Proposer submitted information regarding Qualifications and Work Plan as outlined in *Section 2.9.6 (Proposer's Qualifications and Work Plan)*.
8. Proposer is signed in as attending the Proposers' Conference.
9. Proposal was time stamped by the Cashier prior to the deadline for submission of the proposal. Any proposal without a DPW time stamp verifying that the deadline for submission has been met will be rejected.

3.3 DISQUALIFICATION REVIEW

A proposal may also be disqualified from consideration if the Department, at any time during the review/evaluation process, determines such proposal to be non-responsive, including if it fails to meet the Minimum Requirements. If County determines that a proposal is disqualified due to the Proposer's failure to meet the Minimum Requirements or that its proposal is otherwise non-responsive, County shall provide the Proposer with a written notification, which shall include the deadline for requesting a Disqualification Review.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified by County in its notice of disqualification. Requests for a Disqualification Review not submitted timely will be denied.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- A. The firm/person requesting a Disqualification Review is a Proposer;
- B. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- C. The request for a Disqualification Review asserts that the Department's determination of disqualification due to proposal non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 PROPOSAL EVALUATION (70%)

Proposals that have passed the Minimum Requirements will be evaluated for quality and evidence provided in support of the Proposer's ability to meet the requirements of this RFP, including *Section 1.4 (Minimum Requirements)* above, and scored based on the Evaluation Criteria set forth in this *Section 3.4 (Proposal Evaluation (70%))* below. Any reviews conducted during the evaluation of the proposals may result in points being deducted from the score.

All information received during the evaluation process shall be considered including the Proposer's written proposal, direct observations made by the evaluators and statements made by the Proposer during any interviews, if any. Additionally, the evaluation team may consult subject matter experts during the evaluation process which will also be considered.

3.4.1 PROPOSER'S QUALIFICATIONS (20%)

Each Proposer will be evaluated based on the experience and capacity as a corporation or other entity to perform the Services required by this RFP based on the information provided in *Sections B.1 (Minimum Requirements) and B.2 (Background and Experience)* of the proposal.

a. Experience of Proposer (10%)

The evaluators may award higher scores for the higher quality and quantity of experience of the Proposer, its key personnel, supervising employee and subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature, as described in *Section 2.9.6.2 (Background and Experience (Section B.2))* of this RFP above.

b. Demonstration of Applicable Maximo Knowledge (10%)

The Proposer must objectively demonstrate competent asset management knowledge in applying IBM Maximo to DPW's lines-of-business. Specifically, the Proposer shall provide an example of how Problem-Cause-Remedy ("PCR") data obtained by DPW staff during maintenance work on public works infrastructure assets can support root-cause analyses, performance metrics, predictive asset management and analytics and/or asset lifecycle management at DPW, as further described in *Section 2.9.6.2 (Background and Experience (Section B.2))* of this RFP above.

The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated contract(s) reported on *Required Form PW-14 (Proposer's List of Terminated Contracts) of Appendix C (Required Forms)*. The evaluators may consider the safety record of the Proposer and any subcontractors to ensure that they have provided services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

3.4.2 REFERENCES (10%)

Each Proposer will be evaluated based on the verification of references and information provided in *Section B.3 (References and Contracts)* of the proposal as well as the verification of any references provided in *Section B.2 (Background and Experience)* of the proposal. In addition to

the references provided, a review will include County's Contract Database, if applicable, reflecting past performance history on County contracts and a review of terminated contracts.

a. Potential Points

The Department will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority will be given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 2.5 points for each responding reference up to a total of four (4) responding references. On Required Form *PW-6 (Proposer's Reference List) of Appendix C (Required Forms)*, Proposers must identify all contracts with the County of Los Angeles during the previous three (3) years and must identify County's contacts for each contract. The Department reserves the right to utilize any reference of Proposer, County or other, listed or not listed. Proposer shall receive zero points for each of the Minimum Requirements references not received.

b. Potential Deductions

In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County or other contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County contract(s), as documented by either the County's Contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. DPW will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to DPW's requests for information.

3.4.3 PROPOSER'S WORK PLAN (30%)

Proposers will be evaluated on the Work Plan submitted as part of Section B.5 (Work Plan) of the proposal pursuant to Section 2.9.6.6 (Work Plan (Section B.5)) of the RFP. Scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in the Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to DPW; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum performance expectations.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

The evaluators may give reduced scores to any Work Plan that omits or fails to sufficiently address any of the three areas specified in Section 2.9.6.5 (Work Plan (Section B.5)) of this RFP above.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, safety, communications, quality control and other issues. It will also be evaluated based on the degree of completeness and level of detail provided in the Proposer's Project Schedule submitted as part of the Work Plan.

The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the Work Plan, staffing plan, quality assurance program, schedules and other documents. If an interview or presentation is scheduled, it may also be considered.

The evaluation committee may also make this determination from all relevant information provided by the Proposer as part of its Quality Assurance Program pursuant to Section 2.9.6.6 (Quality Assurance Program (Section B.6)) of the RFP, which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a subcontractor is to perform Quality Assurance, the Program must detail how that subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the Proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

3.4.4 PROPOSER'S FINANCIAL STATEMENT (10%)

The proposal may be submitted to the Department's financial staff for comments and/or evaluation. The Proposer's financial statements or annual reports will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can continue to perform the work throughout the term of the Contract. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given a low or zero score.

A score of zero in this evaluation category may result in rejection of the proposal as nonresponsive. DPW reserves the right to review the Proposer's active and expired contracts awarded by the County and/or other local agencies, additional business history and/or other information to demonstrate financial resources and viability, verified by an independent third-party. Although no additional points will be awarded as a result of this review, a favorable finding may result in DPW not rejecting the Proposal as nonresponsive, even though the proposal may have scored a zero in this category.

3.4.5 ADDITIONAL CRITERIA

These criteria are not exclusive. The County reserves the right to apply additional evaluation criteria.

3.5 PROPOSAL PRICE EVALUATION (30%)

Cost Proposals will be evaluated based on the pricing information submitted by the Proposers on

Required Form *PW-2 (Schedule of Prices) of Appendix C (Required Forms)* to the RFP in response to *Section 2.10 (Cost Proposal Format)*.

The maximum number of possible points will be awarded to the Cost Proposal with the lowest cost for the Fixed Price Amount from among all the proposals that meet the Minimum Requirements and are not otherwise rejected as nonresponsive. All other qualified proposals will receive a prorated score calculated by dividing the lowest Total Proposed Price by each other qualified proposal's Total Proposed Price and multiplying the result by the maximum possible points for this evaluation criterion. The proposal with the lowest Total Proposed Price may not necessarily be awarded a Contract.

However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference or Disabled Veteran Business Enterprise Preference, the cost component points will be determined as provided in this *Section 3.5 (Proposal Price Evaluation (30%))* below.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

3.5.1 LOCAL SBE PREFERENCE

To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Local SBE Preference (see Required Form *PW-9 (Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBD Firm/Organization Information Form) of Appendix C (Required Forms)*), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated (which shall not exceed \$50,000), and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

3.5.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE

To the extent permitted by State and federal law, should one or more of the Proposers qualify for the Transitional Job Opportunities Preference (see Required Form *PW-13 (Transitional Job Opportunities Preference Application) of Appendix C (Required Forms)*), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job Opportunities Preference will not reduce or change the Proposer's payment, which will be based on the Proposer's bid amount.

3.5.3 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

To the extent permitted by State and Federal law, should one or more of the Proposers qualify for the Disabled Veteran Business Enterprise (DVBE) Preference (see Required Form *PW-18 (Request for Disabled Veteran Business Enterprise Preference Program Consideration Form) of Appendix C (Required Forms)*), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated (which shall not exceed \$50,000), and that amount will be deducted from the prices submitted by all DVBE Proposers who requested and were granted the DVBE Preference. The DVBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

3.6 PROPOSAL REQUIREMENTS

3.6.1 TERMS AND CONDITIONS (SECTION C)

Proposer shall be evaluated subject to the adherence to the required terms and conditions, as specified in *Sections C.1 (Professional Licenses and Certifications), C.2 (Required Contract Certification) and C.3 (Statement of Work Certification)* of the proposal.

3.6.2 REQUIRED FORMS (SECTION D)

Proposer shall be evaluated subject to the completion and proper execution of all required forms in *Section D (Required Forms)* of the proposal.

3.6.3 PROOF OF INSURABILITY (SECTION E)

Proposer shall be evaluated subject to meeting all insurance requirements as demonstrated in *Section E (Proof of Insurability)* of the proposal.

3.6.4 OPTIONAL INTERVIEW/CLARIFICATION

The County may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the two or more Proposers who receive the highest scores in a preliminary scoring of proposals.

3.7 PROPOSED CONTRACTOR SELECTION REVIEW

3.7.1 DEBRIEFING PROCESS

Upon completion of the evaluation, and prior to entering into negotiations with the selected Proposer, the Department shall notify the remaining Proposers in writing that the Department is entering into negotiations with another selected Proposer. Upon receipt of such notification, any non-selected Proposer may submit a written request for a debriefing ("Debriefing") within the time specified in the notification letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because the Contract execution process has not been completed, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see *Section 3.7.2 (Proposed Contractor Selection Review)* below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 PROPOSED CONTRACTOR SELECTION REVIEW

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review described in this *Section 3.7.2 (Proposed Contractor Selection Review)* may submit a written request for a Proposed Contractor Selection Review in the manner and

timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- a. The person or entity requesting a Proposed Contractor Selection Review is a Proposer.
- b. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department).
- c. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 1. The Department materially failed to follow procedures specified in its solicitation document, which includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards and/or follow the prescribed methods for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the Evaluation Criteria disclosed in the RFP.
 2. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
 3. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 4. Another basis for review as provided by State or Federal law; and
- d. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review and always before the date the Contract award recommendation is scheduled to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see *Section 3.8 (County Independent Review Process)* below).

3.8 COUNTY INDEPENDENT REVIEW PROCESS

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for a County Independent Review may, in the County's sole discretion, be granted only if the request satisfies all of the following criteria:

- a. The person or entity requesting a County Independent Review is a Proposer.
- b. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department).
- c. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in *Section 3.7.2 (Proposed Contractor Selection Review)* above.

Upon completion of the County Independent Review County's Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.



APPENDIX A
REQUIRED CONTRACT
CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND

FOR
NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM
(NEXTGEN MMS) MAXIMO UPGRADE AND SERVICES (2015 - IT001)

JULY 2015

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- EXHIBIT E County’s Administration [TBD]
- EXHIBIT F Contractor’s Administration [TBD]
- EXHIBIT G Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H Jury Service Ordinance [See Appendix F to RFP]
- EXHIBIT I Safely Surrendered Baby Law [See Appendix I to RFP]
- EXHIBIT J Defaulted Property Tax Reduction Program Ordinance [See Appendix J to RFP]
- EXHIBIT K Request For Proposals (RFP) [Incorporated by Reference]
- EXHIBIT L Contractor’s Proposal [Incorporated by Reference]

**CONTRACT
BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES**

This Contract, including all Exhibits and Attachments, is made and entered into this ____ day of _____, 2015 by and between the County of Los Angeles (hereinafter “County”) on behalf of the Department of Public Works (hereinafter “Department” or “DPW”) and _____ (hereinafter “Contractor”), located at _____.

RECITALS

WHEREAS, County may contract with private businesses for information technology services (hereinafter also “Services”) relating to NextGen MMS when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, based upon an open competitive selection process, the Department has recommended to County’s Board of Supervisors the selected Contractor that is prepared and desires to provide to County the Services as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I and J and all Attachments thereto, attached hereto, and Exhibits K and L, not attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the “Contract”. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service or other work, or otherwise between this base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving

precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

- EXHIBIT A – Statement of Work
 - ATTACHMENT 1 Glossary of Terms
 - ATTACHMENT 2 Asset Class And Asset Counts Summary
 - ATTACHMENT 3 Initial Partial List Of DPW User Requirements
 - ATTACHMENT 4 List Of Workshops
 - ATTACHMENT 5 Existing Application Extensions And Triggers
 - ATTACHMENT 6 Deliverable Acceptance
 - ATTACHMENT 7 Summary of Existing Reports
- EXHIBIT B – Pricing Schedule
- EXHIBIT C – Project Schedule
- EXHIBIT D – Contractor’s EEO Certification
- EXHIBIT E – County’s Administration
- EXHIBIT F – Contractor’s Administration
- EXHIBIT G – Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law
- EXHIBIT J – Defaulted Property Tax Reduction Program Ordinance
- EXHIBIT K – Request for Proposals (RFP) [incorporated by reference]
- EXHIBIT L – Contractor’s Proposal [incorporated by reference]

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Attachments thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 7 (Change Notices and Amendments) and signed by both parties.

2. WORK

- 2.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work) and any applicable Work Order.

2.2 Upon completion by Contractor and approval by County of the Required Services requested by County and set forth in Exhibit A (Statement of Work), County will update the log of Services in Exhibit C (Project Schedule) accordingly.

3. TERM OF CONTRACT

3.1 The term of this Contract shall commence upon the Effective Date and shall continue for two (2) years thereafter, unless sooner terminated/suspended or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).

3.2 At the end of the Initial Term or the Extended Term, as applicable, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter “Extended Term”) one (1) year at a time; provided, however, that if County elects not to exercise its option to extend at the end of the Initial Term or the Extended Term, as applicable, the remaining option shall lapse. County shall be deemed to have exercised its extension options automatically, without further act, unless, no later than thirty (30) days prior to the expiration of the Initial Term or the Extended Term, as applicable, DPW or designee notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 3.2.

3.3 As used throughout this Contract, the word “term” shall include the Initial Term and the Extended Term, to the extent County exercises its options under this Paragraph 3.

3.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

3.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

4. CONTRACT SUM

4.1 MAXIMUM CONTRACT SUM

The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract, including any Optional Services, and shall not exceed _____ Dollars (\$ _____), as further detailed in Exhibit B (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County’s express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this

event, Contractor shall send written notification to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

4.2 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION/ SUSPENSION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination/suspension of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination/suspension of this Contract shall not constitute a waiver of County’s right to recover such payment from Contractor. This provision shall survive the expiration or other termination/suspension of this Contract.

4.3 INVOICES AND PAYMENTS

4.3.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor’s payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.

4.3.2 Contractor’s invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor’s Services amount shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.

4.3.3 Contractor’s invoice shall include the charges owed to Contractor by County under the terms of this Agreement as provided in Exhibit B (Pricing Schedule). All invoices and supporting documents under this Agreement shall be submitted in triplicate (original and two copies) and shall itemize the work completed. Invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

The invoices shall be in a form approved by County’s Project Manager and shall meet the following requirements:

- a. Invoices must contain the Contract Number.
- b. Invoices must contain the Contractor’s Name, address and phone number.
- c. Invoices must include the number(s) and description of the Deliverable(s) and/or Work Order being invoiced.
- d. An invoiced amount must track any Deliverable amount(s) set forth in Exhibit B (Pricing Schedule) and/or a Maximum Fixed Price for any Work Order.

- e. Upon approval by County’s Project Manager, payments will be processed by County in a timely manner.

Any invoice submitted by the Contractor that does not conform to the above, at the discretion of the Department, may not be considered as received and may not be processed or paid, until it is replaced by a substitute invoice that does conform.

- 4.3.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.

- 4.3.5 County may delay the last payment due until one (1) month after the termination/suspension of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

4.3.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County’s Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

4.3.7 COUNTY’S RIGHT TO WITHHOLD PAYMENT

Notwithstanding any other provision of this Contract, and in addition to any rights of County given by law or provided in this Contract, County may upon written notice to Contractor withhold payment for any deliverable while Contractor, with no fault of County, is in default hereunder or default related to Services hereunder.

5. ADMINISTRATION OF CONTRACT – COUNTY

5.1 COUNTY’S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter “County’s Administration”), as referenced in this Paragraph 5 below, is set forth in Exhibit E (County’s Administration). No member of County’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 7 (Change Notices and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County’s Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

5.2 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the objectives, technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County’s Project Manager shall have full authority to supervise Contractor’s performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Contractor’s Project

Manager. County’s Project Manager will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County’s Project Manager. Unless specified otherwise, County’s Project Manager shall also include his/her designee.

6. ADMINISTRATION OF CONTRACT - CONTRACTOR

6.1 CONTRACTOR’S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter “Contractor’s Administration”), as referenced in this Paragraph 6 below, is set forth in Exhibit F (Contractor’s Administration). No member of Contractor’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 7 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

6.2 CONTRACTOR’S PROJECT MANAGER

Contractor’s Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor’s performance of all Services under the Contract and ensuring Contractor’s compliance with this Contract. Contractor’s Project Manager shall interface with County’s Project Manager on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

6.3 APPROVAL OF CONTRACTOR’S STAFF

Contractor shall provide qualified personnel to provide any Services and other work under the Contract. County has the absolute right to approve or disapprove any member of Contractor’s Administration and any personnel providing Services under the Contract and any proposed changes in Contractor’s Administration staff or personnel providing such Services, including but not limited to Contractor’s Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety, or violation of Contractor or County rules by the employee.

6.4 BACKGROUND AND SECURITY INVESTIGATIONS

6.4.1 Each of Contractor’s staff performing services under this Contract who is in a designated sensitive position, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information.

- 6.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.
- 6.4.3 County may immediately, at its sole discretion, deny or terminate/suspend facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 6.4.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 6.4 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

6.5 RULES AND REGULATIONS

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services under this Contract, with such rules and regulations. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Services upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Services. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee, subcontractor or agent and continue uninterrupted Services hereunder.

6.6 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

7. CHANGE NOTICES AND AMENDMENTS

7.1 GENERAL

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 7. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 7.

7.2 CHANGE NOTICES

For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County’s Project Manager, or designee. Consistent with the foregoing, County’s Project Manager is specifically authorized to execute Change Notices for the acquisition of Optional Services using Pool Dollars.

7.3 AMENDMENTS

Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be executed in writing by County’s Board of Supervisors and Contractor’s authorized representative(s) or, if delegated by the Board, the Director and Contractor’ authorized representative(s). Notwithstanding the foregoing, the Director is specifically authorized to execute any Amendment for increases in the Contract Sum by up to ten percent (10%) cumulatively above the Contract Sum as of the Effective Date.

7.4 BOARD ORDERS

County’s Board of Supervisors or Chief Executive Officer, or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County’s Board of Supervisors or Chief Executive Officer. To implement such changes, a Change Notice or an Amendment to the Contract shall be prepared and executed by Contractor’s authorized representative(s) and the Director.

7.5 PROJECT SCHEDULE

Changes to the Project Schedule shall be made upon mutual agreement, in writing, by County’s Project Manager and Contractor’s Project Manager by Change Notice or otherwise, provided that County’s Project Manager’s and Contractor’s Project Manager’s agreement to alter the Project Schedule shall not prejudice either party’s right to claim that such alterations constitute an Amendment to this Contract that shall be governed by the terms of Paragraph 7.3 (Amendments) above.

8. ASSIGNMENT AND DELEGATION

8.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 8.1, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County’s sole discretion, against the claims, which Contractor may have against County.

8.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an

Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.

- 8.3 Any assumption, assignment, delegation, or takeover of any of Contractor’s duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Contract which may result in the termination/suspension of this Contract. In the event of such termination/suspension, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.4 For any change affecting Contractor’s Administration or Contractor’s project personnel, Contractor shall submit to County’s Project Manager, written notification and request to effect the requested change. County’s Project Manager or designee may accept or reject such notification and request.

9. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

10. APPROPRIATION OF FUNDS

10.1 BUDGET REDUCTIONS

In the event that County’s Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County’s notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

10.2 NON-APPROPRIATION OF FUNDS

County’s obligation may be limited if it is payable only and solely from funds appropriated for the purpose of this Contract. Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor’s performance hereunder or by any provision of this Contract during any of County’s future fiscal years unless and until County’s Board of Supervisors appropriates funds for this Contract in County’s budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then County shall, at its sole discretion, either (i) terminate this Contract as of June 30 of the last fiscal year for which funds were appropriated or (ii) reduce the work provided hereunder in accordance with the funds appropriated, as mutually agreed to by the parties. County will notify Contractor in writing of any such non-appropriation of funds at its election at the earliest possible date.

11. COMPLIANCE WITH APPLICABLE LAWS

- 11.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 11.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 11 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

12. COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor’s EEO Certification).

13. COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

13.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

13.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 13.2.1 Unless Contractor has demonstrated to County’s satisfaction either that Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee’s regular pay the fees received for jury service.
- 13.2.2 For purposes of this Paragraph 13, “Contractor” means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a

full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 13. The provisions of this Paragraph 13 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

- 13.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- 13.2.4 Contractor’s violation of this Paragraph 13 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate/suspend the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. CONFLICT OF INTEREST

- 14.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County’s approval or ongoing evaluation of such work.
- 14.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 14 shall be a material breach of this Contract.

15. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or

qualified, former County employees who are on a re-employment list during the term of this Contract.

16. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 16.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.
- 16.2 In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, County employees shall be given first priority.

17. CONTRACTOR RESPONSIBILITY AND DEBARMENT

17.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County’s policy to conduct business only with responsible contractors.

17.2 CHAPTER 2.202 OF THE COUNTY CODE

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate/suspend any or all existing contracts Contractor may have with County.

17.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor’s quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

17.4 CONTRACTOR HEARING BOARD

- 17.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 17.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a

tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 17.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 17.4.4 If Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate/suspend the debarment. County may, in its discretion, reduce the period of debarment or terminate/suspend the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 17.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination/suspension of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination/suspension of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 17.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate/suspend the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

17.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 17 shall also apply to subcontractors of County contractors.

18. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County’s policy to encourage all County Contractors to voluntarily post County’s “Safely Surrendered Baby Law” poster in a prominent position at Contractor’s place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. County’s Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

19. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

19.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

19.2 As required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

21. COUNTY’S QUALITY ASSURANCE PLAN

County or its agent may evaluate Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate/suspend this Contract or impose other penalties as specified in this Contract.

22. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

22.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

22.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

23. EMPLOYMENT ELIGIBILITY VERIFICATION

- 23.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 23.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

24. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 7 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

25. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys’ fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor’s employees for which County may be found jointly or solely liable.

26. FORCE MAJEURE

- 26.1 Neither party shall be liable for such party’s failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party’s subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 26 as “force majeure events”).
- 26.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit

Contractor to meet the required performance schedule. As used in this Paragraph 26, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 26.3 In the event Contractor’s failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

27. GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

28. INDEPENDENT CONTRACTOR STATUS

- 28.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 28.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 28.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’ Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 28.4 Contractor shall adhere to the provisions stated in Paragraph 40 (Confidentiality).

29. INDEMNIFICATION

Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (“County Indemnities”), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor’s acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 29 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

30. INSURANCE

30.1 GENERAL

Without limiting Contractor’s indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 30, including Paragraph 30.5 (Cancellation of or Changes in Insurance), of this Base Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

30.2 WORKPLACE SAFETY INDEMNIFICATION

In addition to and without limiting the indemnification required by Paragraph 29 (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

30.3 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- 30.3.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 30.3.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor’s policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 30.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

30.3.4 Neither County’s failure to obtain, nor County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

30.4 INSURANCE REQUIREMENTS

30.4.1 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor’s General Liability and Cyber Technology policy with respect to liability arising out of Contractor’s ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

30.4.2 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

30.4.3 CONTRACTOR’S INSURANCE SHALL BE PRIMARY

Contractor’s insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

30.4.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

30.4.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor’s own policies, or shall provide County with each subcontractor’s separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as

additional insureds on the subcontractor’s General Liability policy. Contractor shall obtain County’s prior review and approval of any subcontractor request for modification of the Required Insurance.

30.4.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor’s policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

30.4.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination/suspension or cancellation.

30.4.8 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

30.4.9 SEPARATION OF INSUREDs

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

30.4.10 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor’s use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

30.4.11 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

30.5 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor’s insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate/suspend this Contract.

30.6 FAILURE TO MAINTAIN INSURANCE

Contractor’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate/suspend this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

30.7 INSURANCE COVERAGE REQUIREMENTS

30.7.1 GENERAL LIABILITY

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

30.7.2 AUTOMOBILE LIABILITY

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

30.7.3 WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

30.7.4 TECHNOLOGY ERRORS & OMISSIONS INSURANCE

Insurance coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or

hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits not less than \$10 million. Additional descriptions should be added if the services provided fall outside the above description.

31. LIQUIDATED DAMAGES

- 31.1 If, in the judgment of the County’s Project Manager, or his designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County’s Project Manager, at his/her option, in addition to, or in lieu of, other remedies provided herein, may deduct pro rata from Contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County’s Project Manager in a written notice describing the reasons for said action.
- 31.2 If County’s Project Manager determines that there are deficiencies in the performance of this Contract that County’s Project Manager deems are correctable by Contractor over a certain time span, County’s Project Manager will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County’s Project Manager may:
- a. Deduct from Contractor’s payment, pro rata, those applicable portions of any amounts due to Contractor; and/or
 - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500) per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County’s payment to Contractor; and/or
 - c. Upon giving five (5) days’ notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies, and the total costs incurred by County for completion of the work by an alternate source, including County personnel or another contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 31.3 The action noted in Paragraph 31.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 31.4 This Paragraph 31 shall not, in any manner, restrict or limit County’s right to damages for any breach of this Contract provided by law or as specified in Paragraph 31.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County’s right to terminate/suspend this Contract as agreed to herein.
- 31.5 In addition to the above, Public Works may use Exhibit D, Performance Requirements Summary, to evaluate Contractor's performance and assess liquidated damages identified therein.

32. SCOPE OF WORK

In exchange for County’s payment to Contractor of the applicable fees arising under the Contract and invoiced by Contractor, Contractor shall (a) on a timely basis provide, complete, deliver and implement all tasks, subtasks, deliverables, goods, services and other work set forth in this Contract (hereinafter also “Services”), including Exhibit A (Statement of Work) and any Work Orders executed hereunder. Contractor shall perform all such Services, including Required Services and Optional Services, in accordance with Exhibit A (Statement of Work) with all Attachments thereto, any executed Work Orders and any other applicable provisions set forth in the Contract at the applicable rates and prices specified in Exhibit B (Price and Schedule of Payment), any applicable Maximum Fixed Price and any other pricing terms agreed to by the parties in accordance with the terms of the Contract.

32.1 APPROVAL OF WORK

All tasks, subtasks, work products, deliverables, services or other work performed by Contractor under the Contract (hereinafter also “deliverables”) are subject to the written approval of County’s Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by County.

32.2 STANDARD OF SERVICES

Contractor’s Services required by this Contract shall during the term of the Contract conform to reasonable commercial standards as they exist in Contractor’s profession or field of practice. If Contractor’s services or other work provided under this Contract fail to conform to such standards, upon notice from County specifying the failure of performance, Contractor shall, at Contractor’s sole expense, provide the applicable remedy as specified in this Contract, including Exhibit A (Statement of Work) and any applicable Work Order. Contractor shall, at its own expense, correct any data in which (and to the extent that) errors have been caused by Contractor or malfunctions of the Solution or by any other tools introduced by Contractor into the NextGen MMS system for the purpose of performing Services under this Contract or otherwise.

32.3 OPTIONAL SERVICES

Upon the written request of County’s Project Director or designee following Go Live and mutual agreement of the parties, Contractor shall provide to County Optional Services using Pool Dollars in accordance with Section 4 (Optional Services) of the Statement of Work . Optional Services shall only provide for those requirements not reflected on the Effective Date in the Requirements Traceability Matrix or other NextGen MMS specifications or requirements, as determined by County’s Project Manager.

Upon County’s request and Contractor’s agreement to provide the Optional Work, Contractor shall provide to County within ten (10) Business Days of such request, or such longer period as agreed to by the parties, a proposed Work Order and a quote for a Maximum Fixed Price calculated in accordance with the applicable pricing terms set forth in Exhibit B (Pricing Schedule). Contractor’s quotation shall be valid for at least ninety (90) days from submission. Contractor shall commence the Optional Services following agreement by the parties with respect to such Work Order and the Maximum Fixed Price. Upon completion by Contractor, and approval by County in accordance with the terms of this Contract, of such Optional Services, Schedule B.2 (Additional Work Schedule) shall be updated accordingly to add such items of Additional Work by Change Notice executed in accordance with Paragraph 7.2 (Change Notices).

32.4 UNAPPROVED WORK

If Contractor provides any tasks, subtasks, deliverables, goods, services or other work to County other than those specified in this Contract, or if Contractor provides such items requiring County’s prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor.

33. NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 33.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 33.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor’s EEO Certification).
- 33.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination/suspension, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 33.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 33.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 33.6 Contractor shall allow County representatives access to Contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 33 when so requested by County.
- 33.7 If County finds that any provisions of this Paragraph 33 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate/suspend or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 33.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars

(\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

34. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

35. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

36. NOTICE OF DISPUTES

Contractor shall bring to the attention of County’s Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County’s Project Manager, is not able to resolve the dispute, DPW or designee shall resolve it.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

38. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

39. NOTICES

- 39.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County’s Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor’s Administration).

Addresses may be changed by either party giving ten (10) day’s prior written notice thereof to the other. DPW’s designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

39.2 In the event of suspension or termination/suspension of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination/suspension would be sufficient notice to Contractor.

40. CONFIDENTIALITY AND SECURITY

40.1 CONFIDENTIAL INFORMATION

40.1.1 Contractor shall maintain the confidentiality of all records and information, events and circumstances which occur during the course of Contractor’s performance under the Contract, including County Materials (hereinafter “Confidential Information”), in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

40.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 40, as determined by County in its sole judgment. Any legal defense pursuant to Contractor’s indemnification obligations under this Paragraph 40 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County’s prior written approval.

40.1.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each person performing work for or on behalf of Contractor under the Contract, including Contractor’s Project Manager, shall sign and adhere to the terms and conditions set forth in Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

40.2 DISCLOSURE OF INFORMATION

With respect to any Confidential Information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County’s prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all

such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

40.3 SECURITY

40.3.1 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Services hereunder utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements set forth in this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks. Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the NextGen MMS system. In no event shall Contractor's actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own systems and data.

40.3.2 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists on any system data or any other County data. Contractor shall protect, secure and keep confidential all such County data in compliance with all federal, state and local laws, rules, regulations, ordinances, and publicly known guidelines and directives, relating to confidentiality and information security, including any breach of the security of the NextGen MMS system, such as any unauthorized acquisition of system data that compromises the security, confidentiality or integrity of personal information. Further, Contractor shall take all reasonable actions necessary or advisable to protect all system data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County's Project Manager, Contractor shall provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been, acquired by any unauthorized person, and the content, method and timing of such notification shall be subject to the prior approval of County's Project Manager. Contractor shall not use system data for any purpose or reason other than to fulfill its obligations under this Contract.

40.4 DATA DESTRUCTION

Unless otherwise required by law, contractors that have maintained, processed or stored County data and/or information, including County Materials, have the responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization found at <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>. Contractor will comply with the NIST standards by validating that Contractor has performed the proper method of sanitization (destruction, clearing, purging, etc.) of County data and/or information imported by Contractor onto its hardware or any storage media during the term of the Contract. County must receive from Contractor, within thirty (30) calendar days of the termination or expiration of this Contract, a signed document which certifies and validates that any such County data and information, which resided on such Contractor's hardware or storage media at any time during the term of the Contract, was properly destroyed and sanitized by being placed in one or more of the following storage conditions: unusable, unreadable and indecipherable.

41. PUBLIC RECORDS ACT

- 41.1 Any documents submitted by Contractor; all information obtained in connection with County’s right to audit and inspect Contractor’s documents, books, and accounting records pursuant to Paragraph 43 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential” or “proprietary”. County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 41.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential” or “proprietary”, Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

42. PUBLICITY

- 42.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County’s Project Manager or designee. County shall not unreasonably withhold written consent.
- 42.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 42 shall apply.

43. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if

any such material is located outside Los Angeles County, then, at County’s option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 43.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County’s Auditor Controller within thirty (30) days of Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 43.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 43 shall constitute a material breach of this Contract upon which County may terminate/suspend or suspend this Contract.
- 43.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination/suspension of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County’s dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County’s Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County’s dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County’s maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

44. RECYCLED BOND PAPER

Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

45. SUBCONTRACTING

- 45.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 45.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County’s request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
- 45.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 45.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County’s approval of Contractor’s proposed subcontract.

- 45.5 County’s consent to subcontract shall not waive County’s right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 45.6 County’s Project Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 45.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County’s consent to subcontract.
- 45.8 Contractor shall include all subcontractors as insureds under Contractor’s own policies, or shall provide County with each subcontractor’s separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

46. TERMINATION/SUSPENSION/SUSPENSION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 19 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate/suspend/suspend this Contract pursuant to Paragraph 49 (Termination/Suspension for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

47. TERMINATION/SUSPENSION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate/suspend/suspend this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

48. TERMINATION/SUSPENSION FOR CONVENIENCE

- 48.1 This Contract may be terminated/suspended , in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination/suspension of work hereunder shall be effected by notice of termination/suspension to Contractor specifying the extent to which performance of work is terminated/suspended and the date upon which such termination/suspension becomes effective. The date upon which such termination/suspension becomes effective shall be no less than ten (10) days after the notice is sent.
- 48.2 After receipt of a notice of termination/suspension and except as otherwise directed by County, Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated/suspended by such notice.

48.3 Subject to the provisions of Paragraphs 48.1 and 48.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination/suspension of work pursuant to this Paragraph 48. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated/suspended . County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated/suspended .

49. TERMINATION/SUSPENSION FOR DEFAULT

49.1 County may, by written notice to Contractor, terminate/suspend the whole or any part of this Contract, if, in the judgment of County:

- a. Contractor has materially breached this Contract; or
- b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required either under this Contract; or
- c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

49.2 If, after County has given notice of termination/suspension under the provisions of this Paragraph 49, it is determined by County that Contractor was not in default under the provisions of this Paragraph 49, or that the default was excusable under the provisions of Paragraph **Error! Reference source not found.**, the rights and obligations of the parties shall be the same as if the notice of termination/suspension had been issued pursuant to Paragraph 48 (Termination/Suspension for Convenience).

49.3 The rights and remedies of County provided in this Paragraph 49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50. TERMINATION/SUSPENSION FOR IMPROPER CONSIDERATION

50.1 County may, by written notice to Contractor, immediately terminate/suspend the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor’s performance pursuant to this Contract. In the event of such termination/suspension, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

50.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller’s Employee Fraud Hotline at (800) 544-6861.

50.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

51. TERMINATION/SUSPENSION FOR INSOLVENCY

51.1 County may terminate/suspend this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

51.2 The rights and remedies of County provided in this Paragraph 51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

52. TERMINATION/SUSPENSION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County’s Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate/suspend or suspend this Contract.

53. TERMINATION/SUSPENSION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor’s performance hereunder or by any provision of this Contract during any of County’s future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County’s budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate/suspend as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

54. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

55. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and

remedies set forth in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. WARRANTIES

56.1 WARRANTY AND THE WARRANTY PERIOD

Contractor represents and warrants that Contractor shall provide all Services under this Contract without Deficiencies or Defects in accordance with the terms and conditions hereunder and applicable Acceptance criteria set forth in the Statement of Work. Contractor warrants that it shall promptly correct any and all Deficiencies or Defects in the tasks, deliverables, services and other work (hereinafter also “Services”) provided hereunder in accordance with this Paragraph 56. The correction of all such Defects or Deficiencies shall be at no cost to County during the applicable Warranty Period.

In the event County reasonably finds that the Services do not meet the Contract specifications and/or Specification Documents and/or Statement of Work for such Services, County shall inform contractor in writing how the Services are non-conforming. Contractor shall re-perform any non-conforming Services at no additional cost to County during the Warranty Period.

56.2 FURTHER WARRANTIES

Contractor further represents, warrants, covenants and agrees that during the term of this Contract:

- a) Contractor shall comply with the applicable specifications, requirements, standards, and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements applicable to professional software design meeting industry standards) set forth in this Contract, including the Statement of Work and any applicable Work Order.
- b) Contractor warrants that the Services will be performed using reasonable care and skill and according to its current description (including any completion criteria) contained in this Contract, in a professional and workmanlike manner and consistent with generally accepted industry standards.
- c) All documentation delivered under this Contract shall be in accordance with County standards.
- d) In performance of its Services under the Contract, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County’s systems through any device, method or means including, without limitation, the use of any “virus,” “lockup,” “time bomb,” or “key lock,” “worm,” device or program, or disabling code, which has the potential or capability of compromising the security of County’s confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County’s systems by County or users or which could alter, destroy, or inhibit the use of County’s systems, or the data contained therein (collectively referred to as a “Disabling Device”) which could block access to or prevent the use of County’s systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County’s systems in performance of its Services under this Contract, nor

shall contractor knowingly permit any subsequent Services under this Contract to cause placement of any Disabling Device on County’s systems.

56.3 WARRANTY PASS-THROUGH

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third party software product that forms a part of the Services and which are provided by Contractor under this Contract.

56.4 WARRANTY AGAINST CONTINGENT FEES

- a) Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- b) For breach of this warranty, County shall have the right to terminate/suspend this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

56.5 BREACH OF WARRANTY OBLIGATIONS

In the event Contractor fails to timely perform its obligations as set forth in this Paragraph 56, then, in addition to County's other rights and remedies set forth herein, County may, after written notice to Contractor and in the event Contractor, after a reasonable time has still failed to perform such warranty obligations, perform any required correction, replacement or other work and debit Contractor therefor at County’s direct actual cost of outside labor and materials and County's burdened rates for labor (including without limitation salary, employee benefits and reimbursement policies). Such debit shall be made against any amounts owed by County to Contractor under this Contract.

57. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate/suspend or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

58. PROPRIETARY RIGHTS

- 58.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all information, data, plans, diagrams, designs, reports, records and other documents and (hereafter “County Materials”) which are originated or created through Contractor’s work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents

necessary to assign and transfer to, and vest in County all of Contractor’s right, title and interest in and to such County Materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor’s work under this Contract. Contractor shall ensure that each person providing work for or on behalf of Contractor under the Contract, including Contractor’s Project Manager, shall fully execute Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.

- 58.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor’s working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 58.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County’s Project Manager or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as “Propriety” or “Confidential” on each appropriate page of any document containing such material.
- 58.4 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 58.3 above for any of Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 58.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 58.5 All the rights and obligations of this Paragraph 58 shall survive the expiration or termination/suspension of this Contract.

59. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County’s Project Manager, at the address set forth in Exhibit E (County’s Administration) upon request.

60. INTELLECTUAL PROPERTY INDEMNIFICATION

- 60.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys’ fees, for or by reason of any actual or alleged infringement of any third party’s patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor’s work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor’s defense and settlement thereof.
- 60.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County’s

continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County’s continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, software or services product; or
- Replace the questioned equipment, software or services product with a non-questioned item; or
- Modify the questioned equipment, software or services product so that it is free of claims.

60.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

61. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

62. TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

63. EFFECT OF TERMINATION

In the event County terminates this Contract in whole or in part as provided herein, then:

1. Contractor shall promptly return to County any and all of County’s Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County; and
2. Contractor shall transfer and deliver to County all completed work and work in progress, in a media reasonably requested by County; and
3. County shall have the possession and access to the source code of any software or programs developed or modified as a result of providing Services hereunder; and
4. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services, and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services, and other work; and
5. Contractor and County shall continue the performance of this Contract to the extent not terminated; and

6. Contractor shall perform destruction of data and/or information as specified in Paragraph 40.4 (Data Destruction), to the extent applicable; and
7. After receipt of the notice of termination/suspension, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination/suspension claim and invoice. Such claim and invoice shall be submitted promptly, but not later than one (1) month from the effective date of termination/suspension. Upon failure of Contractor to submit its termination/suspension claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination/suspension and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined; and
8. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 43 (Record Retention and Inspection/Audit Settlement).

64. SURVIVAL

The provisions in the following Paragraphs shall survive the expiration or termination of this Contract for any reason:

- 11 Compliance with Applicable Laws
- 23 Employment Eligibility Verification
- 25 Fair Labor Standards
- 27 Governing Law, Jurisdiction and Venue
- 29 Indemnification
- 30 Insurance
- 32.2 Standard of Services
- 40 Confidentiality and Security
- 40.4 Data Destruction
- 41 Public Records Act
- 43 Record Retention and Inspection/Audit Settlement
- 56 Warranties
- 58 Proprietary Rights
- 60 Intellectual Property Indemnification

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY:
DEPARTMENT OF PUBLIC WORKS

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

CONTRACTOR:

By _____
Its President

Print Name

By _____
Its Secretary

Print Name

EXHIBIT A
STATEMENT OF WORK
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

SEE APPENDIX B TO RFP

EXHIBIT B
PRICING SCHEDULE
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

TO BE DETERMINED

EXHIBIT C
PROJECT SCHEDULE
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

TO BE DETERMINED

EXHIBIT D
CONTRACTOR’S EEO CERTIFICATION
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

SEE APPENDIX C TO RFP

EXHIBIT E
COUNTY’S ADMINISTRATION
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

TO BE DETERMINED

EXHIBIT F
CONTRACTOR’S ADMINISTRATION
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

TO BE DETERMINED

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY
AND
ASSIGNMENT AGREEMENT
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT
AGREEMENT

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER _____

GENERAL INFORMATION

The organization identified above (“Contractor”) is under contract (“Contract”) to provide certain services (“Services”) to the County of Los Angeles (“County”). County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement.

EMPLOYEE STATUS ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Contract.

I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a criminal background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

CONFIDENTIALITY AGREEMENT

My work may be concerned with services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with County. County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this agreement to be eligible to perform work for my employer under the County Contract. I have read this agreement and have taken due time to consider it prior to signing.

I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any data or information obtained while performing work under the above-referenced Contract between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor’s proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination/suspension of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this agreement, “Works” means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor’s equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. “Confidential Information” means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be “works made for hire” under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute “works made for hire,” or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor’s equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor’s business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this agreement or the above referenced Contract.

I acknowledge that violation of this agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: _____

DATE: ____/____/____

PRINTED: _____

POSITION: _____

EXHIBIT H
JURY SERVICE ORDINANCE
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

SEE APPENDIX F TO RFP

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

SEE APPENDIX I TO RFP

EXHIBIT J
DEFAULTED PROPERTY TAX REDUCTION
PROGRAM ORDINANCE
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

SEE APPENDIX J TO RFP

EXHIBIT K
REQUEST FOR PROPOSALS (RFP)
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

TO BE INCORPORATED BY REFERENCE

EXHIBIT L
CONTRACTOR’S PROPOSAL
FOR
NEXTGEN MMS MAXIMO UPGRADE AND SERVICES

TO BE INCORPORATED BY REFERENCE

APPENDIX B

STATEMENT OF WORK

CONTRACT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

FOR

NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM (NEXTGEN MMS)

MAXIMO UPGRADE AND SERVICES

JUNE 2015

The contents of this Appendix B (Statement of Work) are organized into the following sections:

1. OVERVIEW, BACKGROUND AND PROJECT MANAGEMENT
 - 1.1. Overview
 - 1.2. Background and Project Objectives
 - 1.3. Project Implementation Plan
 - 1.4. Contractor's Project Management

2. TASK DESCRIPTIONS
 - 2.1. Task 1: Project Start Up and Project Management
 - 2.2. Task 2: Initial Development and Testing Environments
 - 2.3. Task 3: Mobile MMS Solution Selection
 - 2.4. Task 4: Design Phase
 - 2.5. Task 5: Training and Production Environments
 - 2.6. Task 6: MMS Solution Build Phase
 - 2.7. Task 7: Develop an MMS User Training Plan
 - 2.8. Task 8: Develop Training Materials and Conduct User Training
 - 2.9. Task 9: Testing
 - 2.10. Task 10: Implementation - Dress Rehearsal and Go Live

3. POST GO LIVE SUPPORT AND SYSTEM ACCEPTANCE
 - 3.1. Post Go Live Support
 - 3.2. System Acceptance
 - 3.3. Warranty Period
 - 3.4. Post Go Live Support and System Acceptance Deliverables

4. OPTIONAL SERVICES

ATTACHMENTS

The following attachments are attached to and form a part of the Statement of Work set forth herein:

- ATTACHMENT 1: GLOSSARY OF TERMS
- ATTACHMENT 2: ASSET CLASS AND ASSET COUNTS SUMMARY
- ATTACHMENT 3: INITIAL PARTIAL LIST OF DPW USER REQUIREMENTS
- ATTACHMENT 4: LIST OF WORKSHOPS
- ATTACHMENT 5: EXISTING APPLICATION EXTENSIONS AND TRIGGERS
- ATTACHMENT 6: DELIVERABLE ACCEPTANCE
- ATTACHMENT 7: SUMMARY OF EXISTING REPORTS

APPENDIX B
STATEMENT OF WORK

CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND

FOR
NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM (NEXTGEN MMS)
MAXIMO UPGRADE AND SERVICES

JULY 2015

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1. OVERVIEW, BACKGROUND AND PROJECT MANAGEMENT

1.1. OVERVIEW

This Statement of Work (“SOW”) sets forth the tasks, subtasks, deliverables, goods, services and other work (“Services”) to be provided by the selected Contractor in response to the Request for Proposals (“RFP”) for NextGen Maintenance Management System (“NextGen MMS”) Maximo Upgrade and Services for the Department of Public Works (“Department”, “DPW”) of the County of Los Angeles (“County”). Under the resultant Contract, the Contractor shall provide for the upgrade of DPW’s current Maintenance Management System (“MMS”) to the Next Generation MMS Solution and implementation and other related services that may be requested by the Department, as provided for in this Statement of Work and in Appendix A (Required Contract) to the RFP. The current installed MMS uses IBM Maximo version 6.2.3. The NextGen MMS Solution shall be based on the most current proven version of IBM’s Maximo base product and shall include the IBM Maximo Spatial Geographic Information System (“GIS”) add on.

Contractor shall perform, complete, and deliver all Services, however denoted, as set forth in this Statement of Work. Also defined herein are those Tasks and Subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County or DPW (Department), Contractor shall perform all Tasks and Subtasks and provide all Deliverables as defined herein. A Deliverable shall only be deemed complete upon County’s approval and Acceptance, irrespective of the number of attempts it takes Contractor to provide a successful Deliverable.

The capitalized terms used throughout this Appendix B shall have the meanings given to such terms in this Appendix B. All other capitalized terms used in this Appendix B without definitions shall have the meanings given to such terms in Attachment 1 (Glossary of Terms) to this Appendix B or Appendix A (Required Contract) to the RFP, as applicable, except for proper nouns, industry-standard acronyms and abbreviations and IBM Maximo-specific terminology.

Contractor shall be responsible for furnishing all personnel, facilities, equipment, material, supplies, support and management services and shall perform all functions necessary to satisfy the requirements of this SOW, including all Attachments hereto. All such requirements, whether specifically referenced or not in this SOW, shall apply to Contractor’s deliverables under the resultant Contract.

1.2. BACKGROUND AND PROJECT OBJECTIVES

The following section presents background information regarding the County’s Department of Public Works (“the Department” or “DPW”), its history and current use of IBM Maximo as its MMS. Also discussed are some of the deficiencies of the current MMS and general descriptions of improvements required in the NextGen MMS, software license considerations, a brief description of the DPW GIS data management environment, key external systems that interface with MMS, and the existing application extensions and triggers. Finally the Project objectives are summarized.

1.2.1. LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

The Department of Public Works was formed on January 1, 1985, consolidating the former County Road Department, a portion of the County Engineer-Facilities and the County Flood Control District. Headquartered in Alhambra, California, the Department has over 70 field facilities located throughout the unincorporated Los Angeles County area, as well as contract cities.

The Department is comprised of over 34 divisions and groups with over 3,400 employees in more than 500 job classifications, including professional, technical, clerical and skilled crafts. DPW's annual operating budget of \$2 billion is funded almost entirely by restricted revenues, such as gas excise tax, benefit assessment, water and sewer sales, user fees, and contract cities revenues.

The Department is responsible for the design, construction, operation, maintenance, and repair of roads, traffic signals, bridges, airports, sewers, water supply, flood control, water quality, water conservation, and other public works infrastructure. Additional responsibilities include regulatory and ministerial programs for the County of Los Angeles, the Los Angeles County Flood Control District, Garbage Disposal Districts, other special districts and contract cities that request services. The Department also monitors and controls traffic signals Countywide from its Traffic Management Center in Alhambra.

As a first responder agency for the County, DPW maintains a 24-hour Emergency Operations Center to respond to emergencies and disasters that could impact the County's public works infrastructure, such as fires, floods, earthquakes, mud and debris flows, as well as problems reported by the public and other agencies.

1.2.2. HISTORY OF MAXIMO AT THE DEPARTMENT

The first computerized maintenance management system used by DPW was a custom mainframe-based system called the Maintenance Management Reporting System ("MMRS") developed for the Flood Control District in the 1970s. MMRS provided tracking and cost analysis for all Flood Control District ("District") maintenance activities. In 1990, MMRS was converted and loaded onto PCs at the District's three field yards. As a result of that conversion process DPW concluded that all its maintenance operations could substantially benefit from such a computer-based system. A project was initiated in November 1994 to consider expanding MMRS to provide a comprehensive Maintenance Management System (MMS). It was realized at that time that a more powerful and flexible system than MMRS was needed to meet the needs of the four DPW maintenance divisions (Flood Maintenance Division, Operational Services Division, Road Maintenance Division, and Waterworks and Sewer Maintenance Division (which split into two separate divisions in 2007) .

In 1995, development of DPW's new MMS was begun by bringing together key staff from DPW's Information Technology Division, the four maintenance divisions and a consultant to form the MMS Development Team. This team analyzed the maintenance divisions' needs, identified system requirements, identified costs and funding sources, developed initial maintenance activity/task standards and facility inventories, and identified external systems that would need to interact with MMS (such as the financial system to collect cost information).

After identifying a suitable off-the-shelf software package called Maximo, produced by PSDI, from Massachusetts, to provide the basic MMS functions for DPW, the MMS Development

Team identified location and equipment data, job plans, facility and specification data, and periodic/preventive maintenance routines. They also prepared the implementation procedures for the system and worked with the maintenance divisions to determine how best to take advantage of Maximo's flexibility to accomplish mission needs. MMS (Maximo version 3.0A) went live in May 1997 to over 500 users in over 40 locations.

In 2000, DPW migrated from Maximo version 3.0a to Maximo version 4. In 2001, PSDI became MRO, and in 2006, IBM acquired MRO together with its Maximo product line. In 2009, DPW completed another migration, this time from the client-server-based Maximo version 4 to the web-based IBM Maximo version 6.2.3. In both the 2000 and 2009 migrations, data was ported to the replacement system with limited changes. As a result, several new and enhanced features of the newer versions of IBM Maximo were not implemented or were under-implemented. Also, no significant re-evaluations of work flow processes or user needs were undertaken during these upgrades.

Consequently, the five impacted DPW maintenance divisions have determined that now is an opportune time to upgrade to the most current proven version of IBM Maximo, including the Maximo Spatial add-on, in order to identify and implement a number of data, system and workflow improvements and industry-specific IBM Maximo best practices to help the divisions better carry out their respective missions, as summarized below in Section 1.2.6 (NextGen MMS Project Objectives).

While IBM provides IBM Maximo system development and implementation services to client organizations like the Department, IBM also certifies a number of independent consulting companies to perform similar development and implementation services for other clients.

1.2.3. CURRENT MAXIMO USE AT DPW

Today, MMS is extensively used by DPW as a work order management and asset management tool primarily by Flood Maintenance Division, Operational Services Division, Road Maintenance Division, Sewer Maintenance Division and Waterworks Division. Other divisions, such as Design Division, Environmental Programs Division, Traffic and Lighting Division, and Programs Development Division, make limited or narrow use of MMS to meet their specific needs.

In order to convey the volume of use DPW makes of MMS, the table below shows the total number of various types of active IBM Maximo records in DPW's production IBM Maximo system (as of April 2015).

Maximo Record Type	Approximate Number of Records
Work Orders (Active)	521,000
Work Orders (Closed/Cancelled)	3,454,000
Asset Classes	200
Assets	1,066,000
Locations	291,000
PMs	13,000
Job Plans	11,300
Routes	400
Crafts	7,500
People	5,600
Labor	2,600
Users	1,100
Security Groups	90

Refer to **Attachment 2 (Asset Class And Asset Counts Summary)** to this **Appendix B** for a complete list of asset classes, their descriptions and respective asset counts to gain a further understanding of the breadth of DPW's asset classes and number of assets.

a. Summary of Current Installation and Software Licenses

- 1) Current IBM Maximo version 6.2.3 Environment at DPW (Production System)

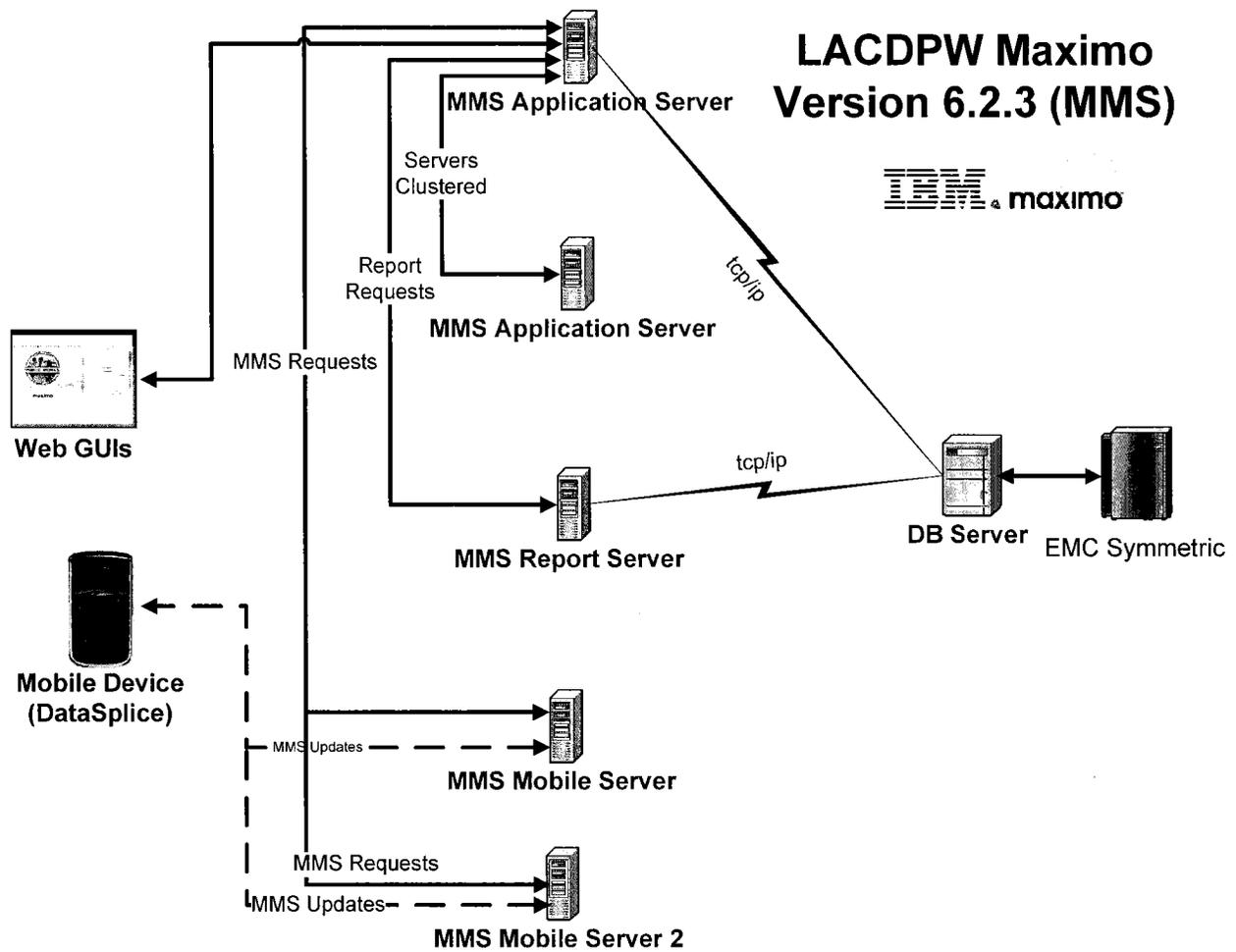


Figure 1: Current IBM Maximo version 6.2.3 Environment at DPW (Production System).

2) Current MMS Interfaces with External Systems at DPW

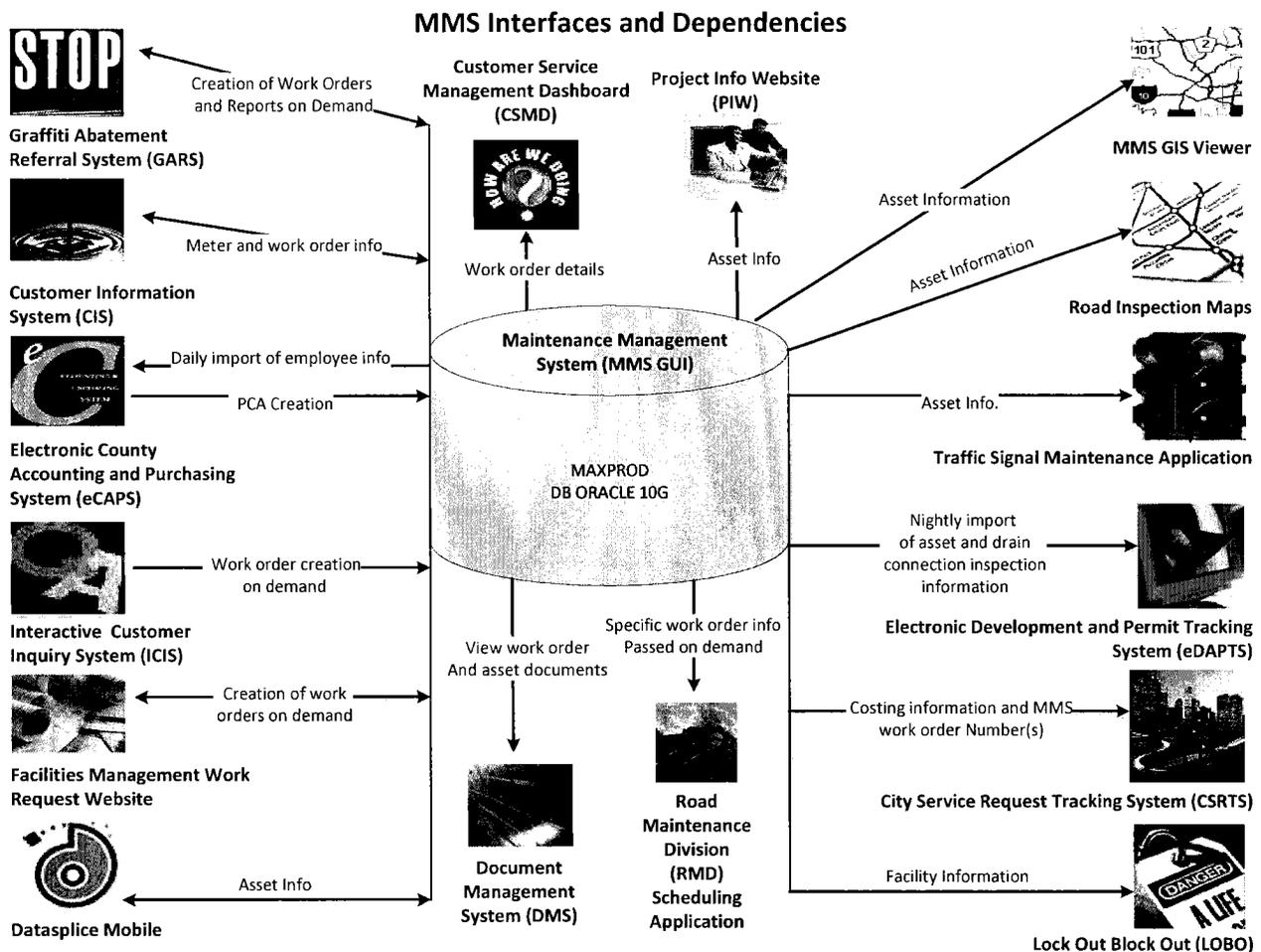


Figure 2: Current MMS Interfaces with External Systems at DPW.

3) Software Licenses

DPW has a current site license for IBM Maximo Enterprise Asset Management (any version level). The license is valid for an unlimited number of users within DPW.

DPW will need to acquire licenses for IBM Maximo Spatial and possibly other applications including the mobile MMS solution discussed later in this Statement of Work, Crystal Reports Server, Crystal Reports Desktop and other software and applications referenced herein or that may be selected as part of the workshop requirements gathering tasks described herein. The Contractor shall advise DPW regarding the types and quantities of licenses that may be needed.

Note regarding Maximo Everyplace: IBM's Maximo Everyplace was previously an extra cost add-on to IBM Maximo, but is now included at no additional cost starting with version 7.6 of IBM Maximo, which was released by IBM in December 2014. IBM's Maximo Everyplace is essentially an extension of IBM Maximo's built-in Application Designer. IBM Maximo's Application Designer is the screen building tool integrated into Maximo, while Everyplace extends its capability by providing screen building templates and tools for mobile devices such as the iPhone, iPad, Android phones, various tablets, and so forth.

Everyplace is not a mobile MMS solution in that it does not provide for disconnected or “store and forward” use, like DataSplice or Maximo Anywhere or various other applications.

The cost of any additional licenses shall not be included in the Contractor’s pricing for the resultant Contract. Unless otherwise indicated herein, DPW intends to purchase any required software licenses using Department or County of Los Angeles government procurement procedures, including any applicable enterprise license agreements the County may have with IBM or others.

- b. The upgraded NextGen MMS Solution will require an interface/integration, at a minimum, with each of the existing key external systems listed below. This is not an exhaustive list of such external systems. While some of these systems have interfaces with the current version of the NextGen MMS and some do not, the Contractor will need to either create the interfaces between the upgraded IBM Maximo and the external systems listed below using the Maximo Integration Framework (MIF), where feasible or, in a few cases discussed later in this SOW, replace the external system with built-in Maximo functionality or provide an assessment for replacing the external system with Maximo functionality. For additional details, refer to the discussions for Interfaces and Integrations in Attachment 3 (Initial Partial List of DPW User Requirements) and Attachment 4 (List of Workshops) to this Appendix B.
- 1) DataSplice, (DataSplice Mobile Computing, LLC) used by at least two DPW maintenance divisions to provide disconnected and connected mobility for IBM Maximo. DPW is currently moving from DataSplice version 3 to version 5.
 - 2) MMS GIS Viewer, a custom application supporting one-way viewing of IBM Maximo asset locations in the DPW’s GIS. This viewer is expected to be replaced by IBM Maximo Spatial. DPW’s GIS is ESRI ArcGIS version 10.1. DPW is currently migrating to version 10.2, with plans to migrate to version 10.3 after testing is completed.
 - 3) City Services Request Tracking System (“CSRTS”), developed in-house using Cold Fusion 6. This is a heavily-customized on-line application to allow Los Angeles County cities contracted by the County to submit requests for public works services to DPW.
 - 4) Customer Information System (“CIS”), a custom version of a commercial-off-the-shelf (“COTS”) application, fully supported by its vendor, Advanced Utility Systems. CIS allows the Waterworks Division staff to manage customer accounts (billing, service requests, etc.).
 - 5) Document Management System (“DMS”), currently using FileNET with plans to move to Microsoft SharePoint.
 - 6) Electronic Countywide Accounting and Purchasing System (“eCAPS”), the County of Los Angeles’ financial system, based on an application by CGI Group.
 - 7) Electronic Development and Permit Tracking System (“eDAPTS”), a client-server-based, customized version of a COTS application, fully supported by

its vendor (Accela). eDAPTS issues permits and tracks plan review and permit activities. DPW is investigating replacing this system.

- 8) Facilities Management Work Request Website, developed in-house using Cold Fusion 6. This application allows authorized staff to submit an online service request to the Facility Management Group generating an MMS work order.
- 9) Graffiti Abatement Referral System (“GARS”), developed in-house, is a web-based environment that serves both the public and internal Departmental employees. GARS tracks graffiti report calls to ensure they are completed within 48 hours, accurately reports graffiti to the responsible contractors, and allows the contractors to monitor and update their current assignments.
- 10) Project Information Website (“PIW”), developed in-house using Cold Fusion 6, tracks infrastructure construction projects such as staffing information, schedules, financial information, project locations, and supporting documents.
- 11) AASHTOWare BrM (formerly Pontis) Bridge Management, a bridge inventory and maintenance log application that DPW is required by the State of California to use for reporting purposes.
- 12) Road Matrix (pavement management system), a highly customized commercial off the shelf application that stores the pavement condition rating and uses the pavement condition index with additional relevant information to perform calculations and complex analyses to help determine appropriate maintenance activities. Road Matrix’s vendor is Stantec, however the GIS portion of DPW’s customized version was developed by a vendor named MRF.
- 13) SCADA (Supervisory Control And Data Acquisition), one of several DPW automated remote data gathering systems used by Sewer Maintenance and Waterworks Divisions. Some of the other such systems will also require an interface with MMS.
- 14) Sewer Condition Assessment Video System, uses Granite XP which utilizes a SQL database to allow the user to identify detailed information on the sewer infrastructure and condition assessment information, integrating with high quality MPEG video records of sewer inspections.
- 15) ICIS (Interactive Customer Inquiry System)/The Works, a related pair of applications developed in-house with Geographic Information System (“GIS”) capability that accept customer input via both web-based forms (ICIS) and a mobile phone app (The Works) and that offer a one-stop solution for Los Angeles County residents to report and track certain maintenance services (such as potholes, illegal dumping, graffiti, etc.). If the maintenance service requested by the resident is not handled by the County (determined via an automated GIS lookup), ICIS/The Works will provide the user with the appropriate jurisdiction contact information.

- 16) InfraMap by iWater is currently part of a pilot project in the Waterworks Division. Depending on the results of that pilot, an InfraMap-Maximo Interface may be required.

1.2.4. CURRENT GIS DATA MANAGEMENT AT DPW

DPW maintains an enterprise GIS based in part on ESRI's product, ArcGIS, which consists of the design, development, and implementation of systems, data, software and services that are spatially related and complex in nature. The use of GIS is rapidly growing throughout the Department and includes integration into existing enterprise business and engineering systems and other databases which support the business processes of DPW's engineering and maintenance divisions.

To ensure consistency and successful integration with the existing technology environment, it is vital that best practices (information technology ("IT"), GIS and vendor-specific) are identified and followed. The Department's current state of GIS including data management and preparation (as it relates to the IBM Maximo Spatial implementation) is a significant factor that will determine the success of this project.

DPW is currently conducting an internal survey of its GIS data to evaluate the data location and structure of currently mapped assets. The survey is also intended to determine the number of assets that still need to be mapped. The survey is expected to be completed prior to or shortly after the start of the resultant Contract.

- a. The GIS data survey includes (but is not limited to) a summary of the relative number of asset classes that are in the Spatial Database Engine ("SDE") (also called feature classes) compared to the total number of IBM Maximo assets that still need to be mapped and is depicted in Figures 3 and 4 below. Note from the Figures that the number of existing active MMS assets maintained by Flood Maintenance Division (FMD) that are suitable for GIS mapping (approximately 30,000) is *less than* the number of FMD assets currently in the GIS (approximately 170,000). This is the result of a recent major effort by FMD to geolocate all catch basins that DPW maintains, even though FMD has MMS asset records for only a fraction of those catch basins. "

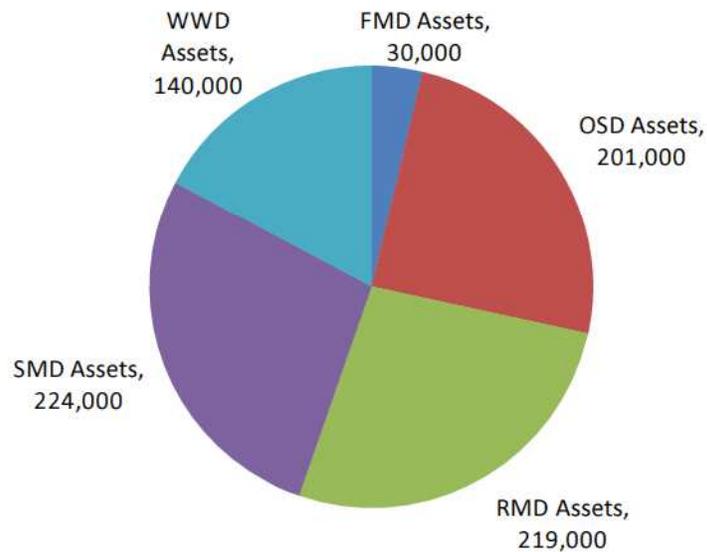


Figure 3: Approximate number of existing active MMS Assets appropriate for GIS mapping and maintained by Flood Maintenance Division (FMD), Operational Services Division (OSD), Road Maintenance Division (RMD), Sewer Maintenance Division (SMD), and Waterworks Division (WWD).

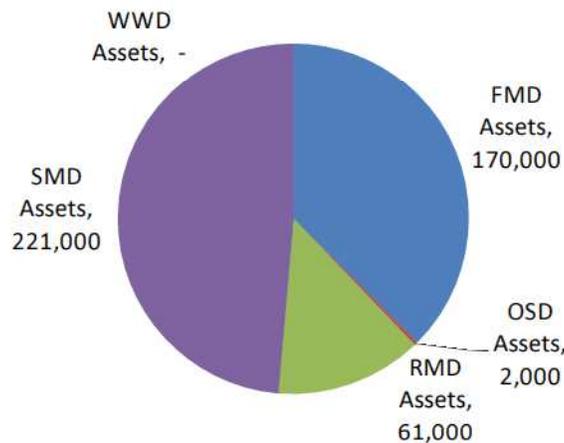


Figure 4: Approximate number of GIS asset records, sorted as in Figure 3 above. Note there are no current GIS asset records for Waterworks Division.

- b. One of the objectives of DPW’s GIS data survey is to determine where and in what format the Department’s GIS data exists. Currently, existing GIS data that will link to MMS assets are located in various locations that include the centralized spatial database ArcSDE, local hard drives, and shared public drives. DPW intends to migrate all data to the centralized SDE so that they can be easily accessed and better maintained.
- c. Additionally, DPW’s data survey will document the GIS attribute (field name) that will directly link to the IBM Maximo asset. Currently, this field has various names in different tables, such as EQNUM, ASSETNUM, and ASSET_ID. DPW plans to establish a

standard attribute or field name to be added to the feature classes to ensure consistency and also for consideration of maintenance as well as integration to other applications.

- d. DPW's GIS data survey will identify if the (Maximo) asset class and (GIS) feature class relationship is one-to-one or if there is existing data that reflects a one-to-many relationship (i.e. one GIS feature class may contain more than one Maximo asset class), or vice versa.

1.2.5. APPLICATION EXTENSIONS AND TRIGGERS USED BY DPW'S CURRENT MAXIMO SYSTEM

As part of the previous DPW contract to migrate its Maximo version 4 installation to IBM Maximo version 6, the vendor at that time developed a set of Maximo Application Extensions to replace some of the database triggers then in use. These Java Class File Extensions are customizations that are still in use at DPW and will need to be replaced by the Contractor using one or more standard IBM Maximo configuration tools. In addition, several triggers remain in the IBM Maximo version 6 installation to accomplish business needs. The Contractor also is required to replace these triggers using one or more standard Maximo configuration tools.

A listing and general description of these Application Extensions and triggers can be found in Attachment 5 (Existing Application Extensions and Triggers) to this Appendix B.

1.2.6. NEXTGEN MMS PROJECT OBJECTIVES

As more fully discussed in paragraph 1.1 of the Request for Proposals for this NextGen MMS Project, the following are the high level objectives for this Project:

- a) Use IBM Maximo version 7 to re-implement MMS at the Department
- b) Implement IBM Maximo Spatial
- c) Select and implement a mobile MMS solution
- d) Document and implement a significant number of work process and data structure improvements and industry-specific Maximo best practices as applicable to DPW's Maintenance Divisions to take full advantage of features of IBM Maximo version 7, IBM Maximo Spatial and the mobile MMS solution to meet Department's needs
- e) Provide training to the Department MMS users.

1.3. **PROJECT IMPLEMENTATION PLAN**

The Contractor shall prepare and maintain the Project Implementation Plan, which is one of two key Project Control Documents (the other being the Requirements Traceability Matrix discussed in Section 2.4.4 (Requirements Traceability Matrix) of this Statement of Work) that will be used throughout the Project by the Contractor and the Department to monitor the day-to-day progress and ensure the successful final implementation of this NextGen MMS Project.

In preparing the Project Implementation Plan, the Contractor shall use as its initial source document and be consistent with the Contractor's Project Schedule which the Contractor prepared and submitted as part of its Proposal (refer to the NextGen MMS Project RFP, Section 2.9.6.5 (Work Plan (Section B.5))). The Project Implementation Plan must be complete

with all activities and resources, including all outside resources and all DPW resources, required for successful product implementation.

The Contractor's initial Project Implementation Plan will be reviewed and approved by the County's Project Manager (or revised by the Contractor and subsequently approved by the County's Project Manager) as an agenda item at the Project Management Kick Off meeting as described below in Section 2.1, Task 1 (Project Start Up and Project Management) below.

The Contractor shall prepare, maintain throughout the term of the Project, and make available to the Department, the Project Implementation Plan in a format that can be opened and edited by Microsoft Project 2010. The Contractor will make updates to the Project Implementation Plan as needed (and no less frequently than monthly) to accurately reflect the work completed and planned, the required resources, the actual dates of work completed, and work remaining to be completed.

1.4. CONTRACTOR'S PROJECT MANAGEMENT

- 1.4.1. CONTRACTOR'S RESPONSIBILITY FOR PROJECT The Contractor shall be responsible for managing the overall implementation effort for all of the Required Services under this Contract, including those activities that will be conducted by subcontractors approved by the County. While the Contractor may, with County's prior written approval, utilize products and services from subcontractors, the County requires that the Contractor act as the single point of responsibility for the successful completion of the NextGen MMS Project implementation. Such responsible activities will include, at a minimum, project supervision, work program administration and coordination activities, project time and expense management, project status reporting, risk management and reporting, system change control management, billing quality assurance, and project quality assurance and management.

As a part of its project management responsibilities, the Contractor will also be required from time to time to make Project overview, Project status, and/or technical presentations, which may include the Contractor developing and using presentation materials and distributing handouts, as requested by the Department. The Contractor shall obtain prior approval from the County's Project Manager on any presentation and handout materials to be distributed at any presentation of the Project. The County's Project Manager shall be provided in advance with an editable electronic copy of the distributed materials by the Contractor.

If the features or technology of IBM's Maximo or of applicable IBM Maximo-related add-ons change during the course of this NextGen MMS Project, it is the Contractor's responsibility to apprise the Department and determine, with the concurrence from the Department, if such changes are relevant to the objectives of this Project, and if so, how they should be implemented and what impact, if any, that would have on the Project.

The Contractor shall make available, at times and during periods required for the successful Project performance, an expert with significant experience in IBM Maximo Spatial and in configuring ESRI ArcGIS to obtain maximum GIS functionality from within IBM Maximo to meet the Department's requirements.

1.4.2. CONTRACTOR'S PROJECT MANAGER

Contractor shall assign a Contractor's Project Manager to oversee the implementation of the NextGen MMS Project. The Contractor's Project Manager shall be a full-time employee of the

Contractor who shall be responsible for Contractor's performance of all Services under the Contract and shall ensure Contractor's compliance with all Contract requirements. This person must have a minimum of two (2) years' experience in successfully implementing IBM Maximo version 7.x. Ideally, but not as a requirement, this person should also have experience overseeing the successful implementation of IBM Maximo Spatial for a client with asset records already stored in the client's existing ESRI ArcGIS database

Due to the knowledge that the Contractor's Project Manager will gain throughout the course of the Project and the critical role this person will play in ensuring the NextGen MMS Project runs smoothly and that Project objectives are met, the Contractor shall ensure that a fully trained and qualified replacement (see above minimum requirements) who shall be familiar and up-to-date with the details of this NextGen MMS Project can be made available anytime during the Project within six (6) Business Days to take over for the assigned Contractor's Project Manager in the event the assigned Contractor's Project Manager becomes unavailable to continue his Project responsibilities, as further provided in Appendix A (Required Contract).

1.4.3. CHANGES TO CONTRACTOR PERSONNEL REQUIRE DPW CONSENT

Contractor shall not change the person serving as the Contractor's Project Manager subsequent to the award of the resultant Contract without written consent of the County, as further provided in Appendix A (Required Contract). Additionally, the Contractor shall not make any changes in key personnel on the Project team subsequent to the Notice to Proceed for the resultant Contract without written consent of the County, as further provided in Appendix A (Required Contract). "Key personnel" are any persons provided by the Contractor (staff, subcontractors, etc.) who perform or contribute toward any of the Required Services in a substantive, measurable way.

Additionally, the County reserves the right to interview and approve Contractor and subcontractor personnel, approve any and all personnel changes, and to request personnel changes as the County deems appropriate during the course of the Project, as further provided in Appendix A (Required Contract).

1.4.4. STATUS MEETINGS AND STATUS REPORTS

Reports and meetings are important for communication, for controlling costs, and for safeguarding the Project's success by ensuring the system's design, development, installation, and implementation schedules remain on track. Consequently, the Contractor shall be required to conduct weekly project status meetings with the County's Project Manager and shall provide in advance of such meetings a written weekly project status report to the County's Project Manager. Weekly status reports must indicate if any Deliverables are behind schedule and provide a corrective action plan. The reporting period begins with the issuance of the Notice to Proceed with the Contract and continues weekly through the actual date of the issuance of the System Acceptance Certificate. With the pre-approval of the County's Project Manager and only upon compelling circumstances, individual and occasional weekly project status meetings may be conducted via telephone conference calls.

In addition to the above, formal written Monthly Status Reports shall be prepared and provided by the Contractor and discussed with the County's Project Manager. If there are errors or deficiencies in Monthly Status Reports, the Contractor may be required by the Department to revise them.

Monthly Status Reports are due to the Department the first Business Day of each month and at a minimum must include the following elements:

- a) An updated Requirements Traceability Matrix in a form approved by the County's Project Manager. Although the Requirements Traceability Matrix is not a paid deliverable until Task 4 (see Section 2.4.4 (Requirements Traceability Matrix) of this Statement of Work), work must begin and progress on it as early in the Contract as possible in order to ensure all operational requirements are captured.
- b) An updated Project Implementation Plan.
- c) A discussion of Project Implementation Plan items and any other work or services accomplished and issues resolved by the Contractor during the reporting period.
- d) Open or unresolved issues and the status of each.
- e) A list (in chronological order, if appropriate) of meetings, workshops, work, and services planned to be accomplished in the upcoming reporting period.
- f) A listing of all of the Contractor's staff and subcontractor staff who performed work on this Project the preceding month (indicating whether the work was on-site or off-site), and a listing of all of the Contractor's staff and subcontractor staff who are anticipated to perform work on this Project the current month (indicating whether the work is planned to be on-site or off-site).
- g) A discussion of and suggestions for enhancing DPW's Organizational Change Management Plan focusing on ideas, tools, and actions aimed at gaining and maintaining organizational and user buy-in and sense of ownership for the new system.

Note: Contractor's review of, and recommendations for the Organizational Change Management Plan is not a paid deliverable; it is a plan developed by DPW for encouraging acceptance and optimum usage of the new system by users. Since the ultimate success of the NextGen MMS Project will be dependent, in part, upon user acceptance of the new system, the Contractor's experience in successfully motivating other clients' users to adopt new Maximo installations is of interest. DPW's Organizational Change Management Plan will therefore be an on-going discussion item between the Contractor and the Department.

- h) A listing of any current or near-term invoicing or other project management issues.
- i) Any other issues reasonably requested by County.

1.4.5. DOCUMENT SHARING AND ISSUES TRACKING APPLICATION

The Contractor is required to provide for joint Contractor and Department use (from the Notice to Proceed and lasting at least through the actual date of the issuance of the System Acceptance Certificate) a Document Sharing and Issues Tracking Application acceptable to the County's Project Manager. This application shall have as its purpose the storing and sharing in an organized and easily searchable manner of Project-related draft and final documents, calendars, rosters, agendas, minutes, meeting and workshop notes, directories, task lists, discussion forums, Project Implementation Plan updates, Requirements Traceability Matrix updates, Project Change

Requests, critical issues tracking lists, invoices, etc. The application shall incorporate a robust versioning feature and implement security such that only persons approved by the Contractor's Project Manager and/or the County's Project Manager have access.

All information stored in the application shall be easily downloadable by authorized DPW persons.

During the Post Go Live Support and System Acceptance phase of this Project (after the successful Go Live but before the issuance by the Department of the System Acceptance Certificate), the Contractor shall provide to the Department in a format agreed to by the County's Project Manager a copy of all Project-related data in the application. The format might be an organized set of Excel tables, Word documents, and all other related files and data organized in some form that allows for easy access to all Project-related data. Alternatively, the Contractor may, with the approval of the County's Project Manager, obtain a license for the Department at no additional cost to the Department, to install the Document Sharing and Issues Tracking Application on an DPW server which will allow the Department to continue to use the application to access the Project data after the end of the Warranty Period.

Hosting and maintenance of the Document Sharing and Issues Tracking Application during the Project shall be the responsibility of the Contractor.

2. TASK DESCRIPTIONS

2.1. TASK 1: PROJECT START UP AND PROJECT MANAGEMENT

The Project start up shall commence upon the Department's issuance of a Notice to Proceed with the Contract. The Contractor shall immediately arrange and conduct two kick off meetings: one for the County's Project Manager and staff identified to participate; and a second one for the Core Team as identified by DPW. The Contractor shall record notes of kick off meetings and submit kick off meeting minutes to the County's Project Manager for review and approval.

2.1.1. PROJECT MANAGEMENT KICK OFF

This meeting will be scheduled by the Contractor at the earliest available opportunity after the Department issues of the Notice to Proceed. After the Notice to Proceed but prior to the kick off meeting, the Contractor and the County's Project Manager shall jointly develop an Agenda that groups together topics of interest so that specialized DPW staff with focused interests (such as IT technical staff) will only need to attend the parts of the meeting of relevance to them.

Agenda topics for this meeting shall include but not be limited to:

- a) Review and comment on Statement of Work and Contractor's Project responsibilities.
- b) Review and comment on exceptions or alternatives to the Statement of Work, if any, proposed by Contractor in its Proposal and accepted by the County during the negotiations and selection of the Contractor's Proposal.
- c) Review and comment on the Project Charter (prepared by the Department).
- d) Review and comment on the Project Change Request/Change Notice Process.

- e) Review, comment on, and validate the existing DPW infrastructure environment and review DPW's minimum requirements for the Initial Environment Technical Specification Document (as described in Section 2.2.1 (Initial Environment Technical Specification Document) of this SOW and the Field Certification Forms.
- f) Review, comment on and validate the Pre-Production Environments, including pre-installation development and testing environments.
- g) Discuss and comment on new and enhanced features of the most current proven version of IBM Maximo (currently version 7.6), as compared to both versions 7.5 and 6.2.3, that the Contractor believes may be applicable to this Project and how such features may be used to meet Project requirements.
- h) Discuss and comment on provision of licenses for IBM Maximo Spatial and a mobile MMS solution.
- i) Discuss and comment on how IBM's provision of a version of Cognos Reports and its Business Intelligence Pack with Maximo v 7.6 may impact the four Maximo environments detailed later in this SOW, and determine how this should be reflected in the Contractor's Initial Environment Technical Specification Document.
- j) Discuss and comment on Contractor's plans for developing replacements for the existing Application Extensions and triggers.
- k) Discuss and comment on Contractor's plans for developing/updating reports.
- l) Discuss and comment on the Contractor's plans for developing a draft or interim Requirements Traceability Matrix identifying and tracking the operational requirements of the new system prior to the formal Task 4 Deliverable.
- m) Discuss and comment on how Contractor plans to approach interfacing with, integrating, and/or assessing the integration/interface options for the various external systems identified in this SOW.
- n) Review, comment on, and validate the Contractor's Project Implementation Plan. If, upon review, the Project Implementation Plan requires revisions before the County's Project Manager can approve it, those revisions shall be made by the Contractor as soon as possible by a due date specified by the Department.
- o) Review in detail and discuss the Contractor's first three months' of Project activities, based on the Project Implementation Plan.
- p) Discuss options and ideas for enhancing, expanding, and implementing DPW's Organizational Change Management Plan listing ideas, tools, and actions aimed at gaining and maintaining organizational and user buy-in and sense of ownership for the new system.
- q) Review and discuss deliverables, payment plan, invoicing requirements, Contractor accounts and access to the Department's computer systems and network, and other business necessities and County policies and procedures.

2.1.2. CORE TEAM KICK OFF

The NextGen MMS Core Team is composed of the Department's maintenance division staff described below, the Department's Business Support Group, and the County's Project Manager. It is augmented as needed from time to time by certain Department IT system administrators and system experts and other Department staff identified by the County's Project Manager. Meetings of the Core Team typically are attended by about 25 members and associated staff from the County, but can have more or less attending depending on the purpose of the meeting.

This Core Team kick off meeting will be scheduled by the Contractor to occur at the earliest available opportunity after the Project Management Kick Off meeting. Prior to the Core Team kick off meeting, the Contractor and the County's Project Manager shall jointly develop an Agenda for the meeting.

Agenda topics for this meeting shall include but not be limited to:

- a) Review and comment on Implementation Plan and Project Deliverables.
- b) Discuss new and enhanced features of the most current proven version of IBM Maximo (currently version 7.6), as compared to both versions 7.5 and 6.2.3, that the Contractor believes may be applicable to this Project and how such features may be used to meet Project requirements.
- c) Review, comment on and validate workshop schedule and staff commitments.
- d) Review and comment on the Department's existing Use Case documentation described in Section 2.4.2 below.
- e) The DPW Core Team and staff members will make themselves available as described herein below.

The five principal DPW maintenance divisions (Flood Maintenance ("FMD"), Operational Services ("OSD"), Road Maintenance ("RMD"), Sewer Maintenance ("SMD"), and Waterworks ("WWD")) will each make available, for representation on the Core Team, two qualified staff to work on average up to forty percent (40%) of their time (i.e., up to 16 hours per week on average) during the Project, and not to exceed a maximum of 60 hours per set of two staff from a single division in any given week without approval of the County's Project Manager.

Any maintenance division may elect to contribute more than two staff resources from time to time on the Project, but the Contractor shall not include the availability of such additional staff resources in setting schedules without explicit written approval of the County's Project Manager.

DPW's Business Support Group ("BSG") will make available two qualified staff to work on average up to 30 hours per week on the Project, and not to exceed 40 hours for any individual BSG staff person in any given week, except as may otherwise be approved by the County's Project Manager.

In addition, to the extent required for the performance of the Project, the County's Project Manager or designee will be available up to 32 hours per week as needed in any given week for the duration of the Project.

Finally, the Department will also make available, as augmentations to the Core Team as may from time to time be needed, various IT system administrators and system experts, such as an IBM Maximo administrator, an ESRI ArcGIS system expert, a database administrator, system experts familiar with the Department's networks and servers, as well as other DPW staff.

TASK 1 DELIVERABLES:

- a) Approved Project Implementation Plan.
- b) Approved Minutes of both Kick Off Meetings.

2.2. TASK 2: INITIAL DEVELOPMENT AND TESTING ENVIRONMENTS

Hereinafter in this Statement of Work, all references to Maximo version 7 or higher and similar nomenclature shall be interpreted to actually refer to the most current proven version of the IBM Maximo base product, unless otherwise specified. For example, if at the time this task is performed, the most current proven version of IBM Maximo base product is Maximo version 8.x, then "MAXDEV7" as described below should be "MAXDEV8" and so on.

2.2.1. INITIAL ENVIRONMENT TECHNICAL SPECIFICATION DOCUMENT

Prior to any actual installation work for the initial development and testing Pre-Production Environments taking place, the Contractor shall prepare and submit, in consultation with the Department's IT staff and for approval by the County's Project Manager, an Initial Environment Technical Specification Document.

This Initial Environment Technical Specification Document shall include at a minimum the following content:

- a) A full description, specification, and diagram describing in detail the technical environments and configurations for the initial MAXDEV7 and MAXTEST7 environments.
- b) An evaluation of the state of the industry and of the Contractor's abilities related to providing (i) off-site hosting of Maximo, and (ii) Maximo provided as Software as a Service (SaaS), including an analysis of each of these options as they apply to the Department's NextGen MMS Project as described in this SOW. The evaluation should include but not be limited to addressing the following for each option (off-site hosting and SaaS):
 - i. How each option would work with the Department's existing Maximo site license.
 - ii. System availability, including but not limited to uptime and availability guarantees, and access to data in the event of the vendor's system failure.
 - iii. Data governance, including but not limited to the ownership of data including intermediate data results.

- iv. Performance measurement methods, performance optimization methods, service levels, and how each option would ensure meeting the Department's system response requirements.
- v. Security, including but not limited to malware detection and remediation, access control and protection against unauthorized access, distributed denial of service defense and remediation, audit rights, access to log information, and the Department's LDAP and user account security requirements.
- vi. Compliance with relevant Department and County IT standards.
- vii. Interoperability with other Department and County IT systems, including how each option would allow Maximo to interface with external applications on Department or other servers (likely via the Maximo MIF).
- viii. How each option would work with Maximo Spatial and the Department's ESRI GIS.
- ix. How each option would work with the Department's intentions for integrating Crystal Reports and Cognos Reports with Maximo.
- x. How each option would work with the recent addition to Maximo by IBM of Cognos-based Business Intelligence features (BI Pack).
- xi. How each option would work with DataSplice or any other mobile MMS product.
- xii. How each option would work with the Maximo configurations planned in this Project, including but not limited to workflows, automation scripts, conditional expressions, custom screen designs, escalations, etc.
- xiii. How each option could be covered by Cyber Insurance.
- xiv. How each option would work to meet the other relevant requirements of the Department's NextGen MMS Project objectives not listed here.
- xv. The Contractor's estimate for providing, if feasible, the NextGen MMS Project as a hosted system and an estimate for providing, if feasible, the NextGen MMS Project using a SaaS model, including in each case an estimate for any offsetting cost reduction the Department might have under each option.

This evaluation and analysis is for future consideration by the Department and is not an element requiring design or implementation in this Project. This Contract calls for on-premises implementation.

The MAXDEV7 and MAXTEST7 environments and configurations shall conform to standards and best practices for such purposes as published or distributed by IBM, except for where the Department, after consulting with and receiving the recommendations of the Contractor, requests or requires a more robust solution.

Note that the remaining two environments, MAXTRAIN7 and MAXPROD7, are provided for in Section 2.5 (Task 5: Training and Production Environments) of this SOW and are expected to be

established later since they may not be needed in the initial phases of this Project and since they depend on deliverables not yet completed during Task 2.

At the time of issuance of this RFP, the following parameters (for these initial two environments only) are anticipated by the Department and offered below solely for the purpose of the Contractor scoping and estimating the work and the cost for its bid:

- a) All standard functionality available in the most current proven version of IBM Maximo (version 7.x or above) to be installed should be available as appropriate to the Department's needs. This shall include but not be limited to BIRT Reporting, on-line help, Migration Manager, Maximo Business Intelligence Packs powered by Cognos Reporting, Maximo Everyplace, and Maximo Integration Framework. It shall additionally include support for IBM Maximo's data import/export functionality using Excel and/or XML flat files.
- b) The ultimate IBM Maximo system at the Department is expected to be comprised of IBM Maximo Spatial, at least two mobile MMS systems (these are: (a) DataSplice and (b) the Mobile MMS Solution described later in this Statement of Work), and (c) the BIRT/Cognos Reports/Crystal Reporting environments. The initial setup of the MAXDEV7 and MAXTEST7 environments therefore should either provide for these at the outset or provide for sufficient scalability to incorporate these at a later time during the Project. This decision and its justification must be documented by the Contractor in its Initial Environment Technical Specification Document.
- c) Estimated maximum number of concurrent users during the Contract (DPW + Contractor): 80.

Note: the production system after Go Live is expected to have a maximum concurrent number of users ranging up to 175 and ranging up to 250 or more during times of peak usage or during emergencies such as earthquake response.

- d) IBM AIX (64-bit) 7.1 or latest supported version as the IBM Maximo supported application server OS.
- e) Oracle 11g Release 2 or Oracle 12c or latest supported version as the IBM Maximo supported database.
- f) WebSphere 8.5, 8.5.5.3, or latest supported version.
- g) Java Runtime Environment: JRE (Server) 1.7, and JRE (browser) 1.7.0_55, 1.7.0_65, or 1.7.0_67.
- h) Microsoft Windows 7 or latest supported version in use at DPW and Microsoft Internet Explorer 9 or latest supported version at use in DPW as the IBM Maximo supported clients and for the Maximo Administration Server, respectively.
- i) MAXTEST7 set up as at least 6 Java Virtual Machines ("JVMs") for user activities (3 JVMs in a vertical cluster in each of 2 horizontal clusters for a total of 6 JVMs), or as dictated to meet performance requirements, plus 1 JVM for MIF integration, 1 JVM for cron tasks, and possibly 1 JVM for BROS (BIRT Report Only Server), on a logical WebSphere cluster configured to provide load balancing.

2.2.2. INSTALL AND CONFIGURE MAXDEV7

MAXDEV7 shall serve as the environment used to develop and test data and functionality (the first of two systems in the “Pre-Production Environment”). To complete this task, Contractor shall:

- a) Install and configure the most current proven version of the IBM Maximo base product and Spatial in MAXDEV7. While this environment does not need to have the specifications of the eventual Production Environment, but should be designed to perform well for its intended uses.
- b) Install and configure Application Import/Export (Excel, XML Flat Files) Support.
- c) Install and configure Maximo Everyplace and any other applicable Maximo tool or feature appropriate for this Project.
- d) Configure MAXDEV7 application user authentication to integrate with DPW’s Microsoft Active Directory user store. The integrated authentication should provide for a Single Sign-On (“SSO”) user experience. All network communications between MAXDEV7 and related systems containing user credentials (user ID and password) must take place over secure (encrypted) protocols, such as LDAPS, HTTPS/SSL, etc. Clear-text protocols, such as LDAP or HTTP cannot be used to transmit user credentials.

2.2.3. INSTALL AND CONFIGURE MAXTEST7

MAXTEST7 shall serve as the environment (the second of two systems in the “Pre-Production Environment”) used as the staging platform to test and validate that development work is functioning correctly and can be anticipated to work as intended in the eventual production environment. Therefore, Contractor shall configure MAXTEST7 as closely as possible to match the eventual Production Environment MAXPROD7. To complete this task, Contractor shall:

- a) Install and configure the most current proven version of the IBM Maximo base product and Spatial in MAXDEV7.
- b) Install and Configure Application Import/Export (Excel, XML Flat Files) Support.
- c) Install and Configure Maximo Everyplace and any other applicable IBM Maximo tool or feature appropriate for this Project.
- d) Configure MAXTEST7 application user authentication to integrate with DPW’s Microsoft Active Directory user store. The integrated authentication should provide for a Single Sign-On (SSO) user experience. All network communications between MAXTEST7 and related systems containing user credentials (user ID and password) must take place over secure (encrypted) protocols, such as LDAPS, HTTPS/SSL, etc. Clear-text protocols, such as LDAP or HTTP cannot be used to transmit user credentials.

2.2.4. Contractor shall set up Security Groups and User Accounts for IT System Administrators, Core Team, and Additional DPW staff, as identified by the County’s Project Manager.

2.2.5. The Contractor shall perform basic system performance analysis and tuning to ensure both MAXDEV7 and MAXTEST7 are operating correctly and in a responsive manner for users.

For the basic system performance analysis and tuning, the Contractor shall consider but not be limited to using IBM's Maximo Activity Dashboard (also known as PerfMon). As with many performance monitoring tools, enabling PerfMon will significantly degrade server performance; consequently, Contractor shall not leave it enabled any longer than necessary to identify and troubleshoot performance problems.

Note: Thorough performance testing and tuning is an activity later in this Statement of Work (Section 2.9.7 (Performance Testing and Tuning by Contractor)).

- 2.2.6. Contractor shall prepare Field Certification Forms documenting the installation and system environments of MAXDEV7 and MAXTEST7.

TASK 2 DELIVERABLES:

- a) Initial Environment Technical Specification Document, describing the technical environments and configurations of the initial MAXDEV7 and MAXTEST7 environments, and discussing the off-site hosting and SaaS options.
- b) Actual working systems configured as required in the MAXDEV7 and MAXTEST7 environments.
- c) Approved Field Certification Forms.

2.3. TASK 3: MOBILE MMS SOLUTION SELECTION

"Mobile MMS Solution", "mobile Maximo solution", and similar phrasing herein refer to any solution that implements disconnected and connected IBM Maximo mobility and that meets the Department's requirements, some of which are listed below.

A "mobile Maximo solution" only includes mobile solutions that are provided by their vendor already configured to support the most current proven version of the IBM Maximo base product. A general purpose mobile solution that can, with significant additional customization and effort, be made to work with IBM Maximo is not acceptable.

Nothing in this Statement or Work is intended to limit the solution to or suggest a preference for any IBM Mobile Maximo product.

- 2.3.1. Contractor shall conduct a series of mobile MMS workshops with the Core Team. Based on these workshops, the Contractor shall develop:
- a) a comprehensive set of disconnected and connected mobile MMS Use Cases for the Department,
 - b) a Mobile MMS Solution Requirements Document, and
 - c) a Product Evaluation/ Demonstration Checklist.

Note: DPW has already drafted some Use Cases that include mobile elements prior to the start of the Project. All of the Use Cases currently available (mobile and otherwise) will be available for inspection at the Proposers' Conference. A list of existing draft Use Cases, current as of January 2015, can be found below in Section 2.4.2 (Use Cases).

2.3.2. Contractor shall identify Mobile MMS Solution Candidates.

The Contractor shall identify and survey organizations similar to the Department that self-identify as satisfied (or better) users of a disconnected mobile IBM Maximo solution. "Similar to the Department" means a large or medium sized public agency significantly using IBM Maximo in one or more of the following distinct lines of business: Road Maintenance/Traffic Operations, Water Supply and/or Wastewater Maintenance, Flood Control, and Facilities/Building Maintenance.

The survey must include collecting information about what product(s) the organizations successfully are using to provide disconnected mobile IBM Maximo 6 and/or Maximo 7 functionality for processes similar to the Department's Use Cases or that would otherwise meet DPW requirements.

The survey shall continue until at least five qualified products are identified. At a minimum, to be qualified, a product must currently support all of the following:

- a) Tablets and smartphones supporting at least two of the following operating systems: Apple iOS, Android, and Windows,
- b) Ability to operate in disconnected mode as well as connected mode,
- c) Downloading onto the mobile device select IBM Maximo data using an appropriate filter (for geographic area or asset class or work crew, for instance),
- d) Ability to create/edit/delete (or inactivate) asset records, asset specification records, and work order records (including labor, equipment, and material data and subject to the user's security group permissions),
- e) Ability to edit/change asset and work order status, and enter meter readings, measurement points, and condition monitoring data (subject to the user's security group permissions),
- f) Ability to edit (or submit requests to an "edit queue" for later action) IBM Maximo-related features on a GIS map (such as to indicate a corrected location for a street sign),
- g) Utilize an address-based geolocation function,
- h) The display on a "phablet" or tablet sized mobile device (such as an Apple iPad Air, iPad mini, or Samsung Galaxy Note 4) of an interactive map pulling data from two or more of the following sources:
 - i. Asset or location records stored in the DPW ArcGIS database,
 - ii. Asset, location, or work order records with associated x,y location data located in the IBM Maximo database, or
 - iii. A commercial online mapping application such as Google Maps or Bing Maps,
- i) Taking a picture with the device (if the device has a camera) and automatically adding the picture to an open work order or open asset record along with a date/time stamp and

optionally with user comments and with x,y coordinates obtained via the device's GPS, and

- j) At DPW's option, the interactive display of IBM Maximo asset and/or work order data on aerial maps.

The Department may develop additional requirements for the mobile solution and/or for the solution vendor to be determined at the time of the survey. These requirements may relate to ease-of-use of both the end user and the developer components, security capabilities, vendor size, financial capability, longevity, product support capabilities, and similar criteria, and shall be included by the Contractor in the Mobile MMS Solution Requirements Document.

- 2.3.3. The Contractor shall schedule a series of vendor and product demonstrations for the Core Team and possibly other DPW personnel and using the Product Evaluation/Demonstration Checklist and a DPW-developed scoring methodology.
- 2.3.4. The Contractor shall assist the Department in determining which product best meets the Department's needs for a disconnected/connected mobile MMS solution.

The Department is aware that some vendors offer mobile Maximo solutions that are tailored more for one line of business than for other lines of business. It may be that the Core Team workshops and the vendor and product demonstrations result in different products being determined to best meet different Division needs. In the event this occurs, the Core Team, the County's Project Manager, and possibly DPW Administration, will make a decision on the course of action to take.

- 2.3.5. Contractor shall participate, if requested by the Department, in negotiations with vendors to select a mobile MMS solution. Following a request by the Department and the mutual agreement by all the concerned parties, the Contractor and the Department shall jointly develop a Work Order for Optional Services to obtain the DPW-selected Mobile MMS Solution and to add it to the Required Services of this Contract.

Throughout the above process, the Contractor's role shall be to provide assistance and support to the Department and to serve as a knowledgeable advisor. The Contractor will not select or have a vote in selecting the Mobile MMS Solution.

Throughout the remainder of this Statement of Work, "Mobile MMS Solution" shall refer to the mobile solution selected by the Department, unless stated otherwise.

The Department's current implementation of DataSplice is expected to be migrated to the most current proven version of IBM Maximo (version 7 or higher) by DataSplice Mobile Computing, LLC ("DataSplice"), under a separate contract, in coordination with the Contractor as needed and as directed by the Department. DataSplice may or may not be among the five qualified products. Nothing herein shall be interpreted as including or excluding them as a potential selection.

Task 3 Deliverables:

- a) Comprehensive set of disconnected and connected mobile MMS Use Cases for the Department.
- b) Mobile MMS Solution Requirements Document.

- c) Product Evaluation/ Demonstration Checklist.
- d) Memorandum and Report, reviewed and approved by the County's Project Manager, from the Contractor to the County's Project Manager and in a format suitable for presenting to the Department's Administration for a potential recommendation for action, conveying:
- The recommendation for the Mobile MMS Solution,
 - The Mobile MMS Solution selection process, to include but not be limited to:
 - A listing of the organizations surveyed and their reports of what mobile solutions they use,
 - A discussion of the vendors and mobile MMS solutions examined,
 - A discussion of options considered and conclusions made by the Core Team in the mobile MMS workshops and subsequent meetings regarding the Use Cases, Solution Requirements, Product Evaluation, and the Core Team's Mobile MMS Solution recommendation,
 - A discussion of the impacts of adopting the recommended Mobile MMS Solution on developing and implementing the User Training Plan (refer to section 2.7 (Task 7: Develop an MMS User Training Plan) and section 2.8 (Task 8: Develop Training Materials and Conduct User Training)),
 - What, if any, impacts (including cost and Project timeline impacts) implementing the recommended Mobile MMS Solution will have on this Project and Contract (such as identification of an additional subcontractor),
 - The Contractor's technical recommendation for the implementation of the recommended Mobile MMS Solution in the four Maximo environments, and
 - Any required changes to the Project Implementation Plan that may be needed to implement the recommended Mobile MMS Solution.

2.4. TASK 4: DESIGN PHASE

2.4.1. INITIAL PARTIAL DPW USER REQUIREMENTS

The Department has previously surveyed its maintenance divisions and developed an initial partial list of user requirements for the NextGen MMS Solution. This is not an exhaustive or complete list of requirements for the system. Additional requirements to be met by the Solution are expected to be identified in the Workshops discussed below. This initial partial list of requirements is provided in Attachment 3 (Initial Partial List of DPW User Requirements) to this Appendix B; it is sorted by category, and includes descriptions where needed. Contractor shall ensure that all user requirements identified by the County, whether initially or during the term of the resultant Contract, are met by the Upgraded MMS.

Attachment 3 (Initial Partial List of DPW User Requirements) is primarily intended for use by the Contractor as a planning tool for scoping the extent of this Project, although the Contractor shall ensure all requirements listed therein, where appropriate, are included as requirements in this NextGen MMS Project and accounted for in the Requirements Traceability Matrix and the Specifications Documents.

2.4.2. USE CASES

Below is a listing of 48 Existing Division Use Cases already drafted for this Project:

<u>MAINTENANCE DIVISION</u>	<u>USE CASE</u>
FMD	Acceptable Maintenance Condition (AMC)
FMD	Assets – New
FMD	Assets – Retire
FMD	Catch Basin Maintenance
FMD	PO - Non-Agreement
FMD	PO – Stock
FMD	Request For Service (RFS) – Documentation
FMD	Request For Service (RFS) – Execution
FMD	Request For Service (RFS) – Planning
FMD	Request For Service (RFS) – Work Generation
FMD	Soft Bottom Channel
FMD	Spill
OSD	Asset Management
OSD	Documentation
OSD	Procurement
OSD	Procurement Stock
OSD	Request for Work Via Maximo
OSD	Request for Work Via Phone Call or Email
OSD	Request for Work Via Web-based Link
OSD	Work Execution
OSD	Work Management
OSD	Work Order Via PM
RMD	New RDCODE Asset
RMD	New RDRAINS Asset
RMD	Work Order Created by RMD Employee
RMD	Work Request by the Public from the FAQ System
RMD	Work Request by the Public or other Agency, by Phone
RMD	Work Request from Dispatch
SMD	ACO Projects
SMD	Call, Email, BOS, Constituent
SMD	Create a New Asset
SMD	Dispatch Alarm
SMD	Preventive Maintenance
SMD	Retiring an Asset

**MAINTENANCE
DIVISION**

USE CASE

SMD	SCADA Alarm
SMD	SMD Office Staff for CCTV
SMD	Splitting an Asset
WWD	After hour Emergency Work Documentation
WWD	Scheduling
WWD	Work Documentation
WWD	Work Execution - CIS Generated Work Order
WWD	Work Execution After Hour Emergency Repair
WWD	Work Execution After Hour Water Restoration
WWD	Work Execution Chlorine Leak
WWD	Work Execution Planned/Preventive Maintenance Work
WWD	Work Execution Unsafe Meter Lid
WWD	Work Order Generation
WWD	Work Order Process

The Contractor shall identify and prepare (with the participation of and assistance from selected staff from the DPW maintenance divisions) any Use Case revisions and/or expansions required for the Workshops (see Section 2.4.3) or required to fully document the Department's MMS-related work processes, especially processes as they are intended to be after Project implementation. Such additional Use Cases that may need to be added include, but are not limited to, the following:

- a) Multi-division IC/ID (Illicit Connections/Illicit Discharges; part of the Clean Water Act permit).
- b) Dispatch operations (including handling duplicate incident reports and creating work order(s) for multiple divisions for a single incident).
- c) Obtaining and using performance metrics, predictive asset management and analytics, and asset lifecycle management analyses, each possibly utilizing Problem-Cause-Remedy failure hierarchies for root cause analyses, and the business intelligence analytics tools available in or for the most current proven version of IBM Maximo.

2.4.3. **WORKSHOPS**

The Contractor shall conduct a series of Workshops to examine and augment the list of user requirements referenced in 2.4.1 (Initial Partial DPW User Requirements) above. By the end of the Workshops, all operational requirements needed for the new system to meet the Department's Project objectives and incumbent on the Contractor to provide under this Contract shall be clearly identified by the Contractor with approval by the County's Project Manager.

Due to the topics covered in many of the Workshops, the Contractor shall provide instruction to relevant Core Team participants on general Maximo best practices and industry-specific Maximo best practices related to the Workshop topics, prior to or at the beginning of relevant Workshops.

The Contractor shall use these Workshops and resulting operational requirements as input to identify and develop specific solutions to fulfill each requirement. These solutions, to be documented by the Contractor in the Specifications Documents described further below, shall be detailed descriptions of exactly how to configure and use IBM Maximo to achieve the specified requirements and will serve as instructions for the Contractor during Task 6 - The MMS Solution Build Phase.

The Contractor shall schedule the Workshops to accommodate the working hours, available time, travel requirements, and the number of Core Team members assigned to participate, and also accommodate the meeting space(s) available. Attachment 4 (List of Workshops) to this Appendix B provides a listing of required workshops sorted by category and includes workshop purposes and known issues. The Contractor may identify a need for additional workshops that may be required to ensure all the Project requirements are met; these shall be scheduled and conducted by the Contractor at no additional cost to the County.

Solely at the County's discretion and upon the County's approval, some of these workshops, as well as other meetings, may be held virtually, either through videoconferencing, telephone, or web conferencing.

The Contractor shall prepare complete notes (listing at a minimum the attendees, the agenda, the main discussion topics, and decisions made) from each workshop and make them available in a timely manner to the County's Project Manager, no later than with the delivery of the next available monthly status report.

The Contractor shall also record the findings and/or results of each Workshop on the applicable Requirements Traceability Matrix (see Section 2.4.4) and/or Specifications Documents (see Section 2.4.5), where appropriate.

Note that the Workshop requirement for any specific topic may require as few as one meeting or may require multiple meetings over a length of time.

2.4.4. REQUIREMENTS TRACEABILITY MATRIX

The Contractor shall create and maintain a Requirements Traceability Matrix in an organized and easily searchable format (such as a spreadsheet) to document in a tabular or other appropriate form the path each NextGen MMS Project user and system requirement takes from the initial requirement statement (and its source) through to implementation. The Requirements Traceability Matrix is the second of two key Project Control Documents (the first being the Project Implementation Plan) and will be used for ensuring all NextGen MMS Project requirements are met. Sources for these system requirements will include but may not be limited to this Statement of Work (including all its attachments) and the Workshops.

Although the Requirements Traceability Matrix is not a paid Deliverable until this Task 4, the Contractor is required to prepare a draft or interim version as early in the Project as possible and to provide updates to it for a regular discussion item in the weekly status meetings. Updates to the Requirements Traceability Matrix shall become a formal part of the Monthly Status Reports commencing with work beginning at the start of this Task 4.

At a minimum, the Requirements Traceability Matrix shall track:

- a) A unique key field tracking number for each requirement,

- b) The system requirement (briefly but clearly described),
- c) A reference to the source(s) of the requirement (such as “SOW, Att. 3, PW-048”); note this may require multiple sortable columns per requirement,
- d) The name of the Specifications Document in which the requirement is discussed/documented,
- e) The system(s) affected,
- f) The person(s) or party(-ies) responsible for developing a solution,
- g) The test(s) that verify the working solution of the requirement,
- h) The person(s) or party(-ies) responsible for testing the solution and the date the solution was successfully tested,
- i) The name of the person(s) or party(-ies) accepting the solution and the date the tested solution was accepted, and
- j) Comments/Discussion for each requirement.

2.4.5. SPECIFICATIONS DOCUMENTS

The Contractor shall prepare a complete set of Specifications Documents as listed below, which must identify every individual system requirement and describe in detail how each requirement will be met and implemented. Where appropriate, the Specifications Documents must also describe how to transition from the current system to the NextGen MMS Solution and shall also include unit testing and/or system testing requirements, as applicable.

As shown below, the Contractor shall prepare separate Specifications Documents for each major category of requirement. An “Additional Items” Specifications Document prepared by the Contractor will capture any requirements that do not fit in one of the major categories listed below. Additionally, a “Gap Analysis” Report and Recommendations Document prepared by the Contractor will be prepared to identify and make suggestions for any requirements that, in the Contractor’s judgment, can only be met using custom code.

Based on this Statement of Work (including all its Attachments hereto), the findings and results of the Workshops itemized below, and any additional work or research the Contractor may be required to perform in order to ensure the requirements of this NextGen MMS Project are successfully met, the Contractor shall prepare and submit for approval a series of Specifications Documents which will thoroughly list and discuss in an organized and easily searchable format the requirements of the NextGen MMS Project. The Workshops listed in Attachment 4 (List of Workshops) to this Appendix B are intended to substantially conform to the subject areas of the Specifications Documents. These Specifications Document subject categories include but are not limited to:

- a) System Administration
- b) Technical Architecture, Infrastructure, System and Data Security, and System Performance

- c) Maximo Spatial Implementation
- d) Mobile MMS Solution
- e) Assets, Locations, Hierarchies, and Classifications
- f) People, Labor, Crafts, Person Groups, Work Groups, Owners, Owner Groups, Crews, User Groups, Security Groups, and User Accounts
- g) Crew and Calendar Managing, and Assigning and Scheduling Work
- h) Meters, Measurement Points, and Condition Monitoring
- i) Safety Plans, Lock-Out-Tag-Out, and Related Features
- j) Attachments and Document Management
- k) Data Mapping, Cleansing, Conversion, and Migration (Legacy, Static, and Transactional Data)
- l) Workflows
- m) Application User Interface Issues, Including Hover Dialogs and Dedicated Purpose/Division-specific Screens
- n) Role-based and Special Purpose Start Centers (including KPIs, Result Sets, etc.)
- o) Problem-Cause-Remedy Failure Hierarchies, Basic and Advanced Performance Metrics, Root Cause Analysis, Predictive Analytics, and Asset Lifecycle Management
- p) Conditional Expressions, Escalations, Automation Scripting, Other Native Maximo Configuration Functionality, Triggers, Multipliers, and other “Tailoring”
- q) External Systems Integrations and Interfaces, excluding eCAPS (Note: all interfaces with external systems shall be established via the Maximo Integration Framework (“MIF”), where feasible)

Note that much more information about the requirements for external systems integrations and interfaces is available in 1.2.3(b) and Attachment 3 (Initial Partial List of DPW User Requirements) and Attachment 4 (List of Workshops) to this Appendix B.

- r) eCAPS System Integrations / Interfaces (Note: all interfaces with eCAPS shall be established via the MIF, where feasible)
- s) Inventories and Item Masters

t) Reporting and KPIs

This Specifications Document should address BIRT (the reporting tool bundled with and integrated into IBM Maximo that is used to support various ad hoc and standard reports), Crystal Reports, and Cognos Reports, as well as IBM Maximo's most current version's reporting tools related to the KPI Template application, KPIs, templates, viewers, and manager, and the new Cognos Business Intelligence Analytics Module included by IBM.

- i. The Department intends to operate in a mixed reporting environment that will use BIRT, Crystal Reports, and Cognos Reports, all of which must be configured to run from within IBM Maximo. BIRT is needed as it is the native ad hoc reporting application bundled with IBM Maximo and a standard installation of IBM Maximo includes many pre-configured BIRT reports, several of which may be suitable for use at the Department with minimal configuration effort. Crystal Reports has been used at the Department for extracting data and reporting from Maximo for many years and the Department has many staff with expertise in creating and modifying Crystal reports for their needs. Cognos Reports is planned to be used mainly for reporting from a combination of Maximo and other databases, primarily the County's eCAPS database. Cognos Reports will also and specifically be used for a number of business intelligence ("BI") reporting needs, using pre-configured Cognos Reports-Maximo BI Pack reports available in the most current proven version of IBM Maximo, which may need to be adapted by the Contractor for use in the Department.
- ii. The Contractor and the Department are to jointly determine the level of detail needed to prepare report specifications.
- iii. Contractor shall install or assist, as required by the Department, with any needed integrations and configurations of the Cognos Reports and Crystal Reports Servers so that reports from either of these platforms may be directly run from within IBM Maximo.
- iv. The Department currently utilizes about 100 reports for its Maximo version 6.2.3 system, mostly built using Crystal Reports. These reports vary significantly in terms of complexity (i.e., number of tables, number of groupings, number of user input parameters, and number of subreports). These reports or their equivalents will all need to be updated or re-created by the Contractor for the new Maximo system. The Reporting and KPIs Specifications Document should list every report and discuss in detail the Contractor's plan for developing each equivalent report for the new Maximo system. See Attachment 7 (Summary of Existing Reports) to this SOW for details regarding these reports.
- v. On a small number of reports, the Department may want to have the Contractor integrate maps from the GIS depicting the area where the asset or work order that is the subject of the report is located.
- vi. Existing reports that reference assets on work orders, as part of their conversion or re-write, may need to be modified to include provision for Maximo 7's multiple-assets-per-work-order capability.

- vii. Regarding BIRT, the specifications shall include:
- Server Integration,
 - Out-Of-The-Box reports configured for the Department (such as the removal of IBM logos, the re-titling of reports, the addition of a few user-defined fields to the reports, etc.), some of which may be used to replace some of the Department's existing MMS Crystal reports, and
 - New BIRT Reports which may include original reports to be designed and developed by the Contractor to meet requirements identified in the reporting workshops.
- viii. Regarding Cognos Reports, the specifications shall include:
- Server Integration,
 - Reports to be designed and developed by the Contractor to meet requirements identified in the reporting workshops, and
 - Utilization of IBM Maximo Business Intelligence Packs.
- ix. Regarding Crystal Reports, the specifications shall include:
- Server Integration, and
 - Reports, both original reports to be designed and developed by the Contractor to meet requirements identified in the reporting workshops and updated existing reports based on the Department's existing MMS-Crystal reports, if determined to be required by the Department.

The Contractor is required in the MMS Solution Build Phase (Task 6) to actually develop reports in BIRT, Cognos Reports, and Crystal Reports format, per the Reports Specifications Document in this Design Phase. The Contractor shall provide all appropriate report development expertise for completion of this task.

Additional significant details regarding reporting are provided in this Statement of Work in Attachment 4 (List of Workshops) to this SOW under Category "Reporting".

- u) The "Additional Items" Specifications Document, for any design, function, or other requirements not captured in the above documents.
- v) The "Gap Analysis" Report and Recommendations Document, to identify and make suggestions for any requirements that can only be met using custom code or code extensions.

NOTE: No custom code or code extensions will be accepted for implementation in this Project unless absolutely required for mission-critical functionality and only with written approval by the County's Project Manager.

TASK 4 DELIVERABLES:

- a) Updated, revised, and/or additional Use Cases.
- b) Workshop notes.
- c) Requirements Traceability Matrix.
- d) All 22 Specifications Documents described in this task, including:
 - i. System Administration Specifications Document
 - ii. Technical Architecture, Infrastructure, System and Data Security, and System Performance Specifications Document
 - iii. Maximo Spatial Implementation and GIS Integration Specifications Document
 - iv. Mobile MMS Solution Specifications Document
 - v. Assets, Locations, Hierarchies, and Classifications Specifications Document
 - vi. People, Labor, Crafts, Person Groups, Work Groups, Owners, Owner Groups, Crew Management, User Groups, Security Groups, and User Accounts Specifications Document
 - vii. Crew and Calendar Managing, and Assigning and Scheduling Work Specifications Document
 - viii. Meters, Measurement Points, and Condition Monitoring Specifications Document
 - ix. Safety Plans, Lock-Out-Tag-Out, and Related Features Specifications Document
 - x. Attachments and Document Management Specifications Document
 - xi. Data Mapping, Cleansing, Conversion, and Migration Specifications Document
 - xii. Workflows Specifications Document
 - xiii. Application User Interface Specifications Document
 - xiv. Role-based and Special Purpose Start Centers Specifications Document
 - xv. Problem-Cause-Remedy Failure Hierarchies, Basic and Advanced Performance Metrics, Root Cause Analysis, Analytics, and Asset Lifecycle Management Specifications Document
 - xvi. Conditional Expressions, Escalations, Automation Scripting, Other Native Maximo Configuration Functionality, Triggers, Multipliers, and other “Tailoring” Specifications Document
 - xvii. External Systems Integrations and Interfaces (excluding eCAPS) Specifications Document

- xviii. eCAPS Integrations / Interfaces Specifications Document
- xix. Inventories and Item Masters Specifications Document
- xx. Reporting and KPIs Specifications Document
- xxi. “Additional Items” Specifications Document
- xxii. “Gap Analysis” Report and Recommendations Document

2.4-A TASK 4-A: SUBJECT MATTER EXPERT CONSULTANTS (OPTIONAL)

As a task that may or may not be elected for implementation at the discretion of and upon the approval of the County’s Project Manager, the Contractor shall make available to the Department Subject Matter Expert (“SME”) consultants as appropriate during the Use Cases and Workshops phases described above. These SMEs shall have significant experience in and be able to provide industry-specific IBM Maximo Best Practices applicable to the DPW divisions of Waterworks, Sewer Maintenance, Road Maintenance/Traffic Operations, Flood Control, and Facilities/ Building Maintenance Operations as needed to best implement the Department’s requirements.

The Contractor shall provide these SMEs only upon the direction of the County’s Project Manager as a Deliverable required from the Contractor, if requested by the Department. If the Department exercises its option to not request this optional task, the funds allocated to its Deliverable under the Contract shall revert be added to Pool Dollars available for performance of Optional Services under the Contract (refer to Section 3 (Post Go Live Support and System Acceptance) of this Statement of Work). Nothing in this Section 2.4-A shall be interpreted as in any way relieving the Contractor of the responsibility for assigning, to all relevant tasks of this Project, staff who are sufficiently expert at implementing Maximo solutions for organizations having lines of business equivalent to the Department such that this Project’s objectives and requirements will be achieved, even without provision of SMEs.

TASK 4-A DELIVERABLE (OPTIONAL):

- a) Provide Subject Matter Expert consultants with sufficient experience in and ability to provide industry-specific IBM Maximo Best Practices during the Use Cases and workshops phases of Task 4 (Design Phase).

2.5. TASK 5: TRAINING AND PRODUCTION ENVIRONMENTS

This Task cannot commence until (a) the “Technical Architecture, Infrastructure, System and Data Security, and System Performance” Specifications Document, (b) the “People, Labor, Crafts, Person Groups, Work Groups, Owners, Owner Groups, Crew Management, User Groups, Security Groups, and User Accounts” Specifications Document, (c) the “Reporting and KPIs” Specifications Document (all discussed above in 2.4.5), and (d) Task 3: Mobile MMS Solution Selection, have all been approved and accepted by the County’s Project Manager.

2.5.1. Contractor shall install and configure MAXTRAIN7. As part of this task, Contractor shall:

- a) Install and configure the most current proven version of IBM Maximo base product and Spatial in MAXTRAIN7.

- b) Install and Configure Application Import/Export (Excel, XML Flat Files) Support.
- c) Install and Configure Maximo Everyplace and any other applicable IBM Maximo tool or feature appropriate for this Project.
- d) Configure MAXTRAIN7 application user authentication to integrate with the Department's Microsoft Active Directory user store. The integrated authentication should provide for a Single Sign-On (SSO) user experience. All network communications between MAXTRAIN7 and related systems containing user credentials (user ID and password) must take place over secure (encrypted) protocols, such as LDAPS, HTTPS/SSL, etc. Clear-text protocols, such as LDAP or HTTP cannot be used to transmit user credentials.

2.5.2. Contractor shall install and configure MAXPROD7. As part of this task, Contractor shall:

- a) Install and configure the most current proven version of IBM Maximo base product and Spatial in MAXPROD7.
- b) Install and Configure Application Import/Export (Excel, XML Flat Files) Support.
- c) Install and Configure Maximo Everyplace and any other applicable IBM Maximo tool or feature appropriate for this Project.
- d) Configure MAXPROD7 application user authentication to integrate with the DPW Microsoft Active Directory user store. The integrated authentication should provide for a Single Sign-On (SSO) user experience. All network communications between MAXPROD7 and related systems containing user credentials (user ID and password) must take place over secure (encrypted) protocols, such as LDAPS, HTTPS/SSL, etc. Clear-text protocols, such as LDAP or HTTP cannot be used to transmit user credentials.

2.5.3. Contractor shall upgrade MAXDEV7 and MAXTEST7 to the same most current proven version of IBM Maximo base product, if needed.

2.5.4. The Contractor shall perform basic system performance analysis and tuning to ensure all four (4) IBM Maximo environments are operating correctly and in a responsive manner for users appropriate during the period prior to the Dress Rehearsal and Go Live.

For the basic system performance analysis and tuning, the Contractor shall consider, but not be limited to, using IBM's Maximo Activity Dashboard (also known as "PerfMon"). As with many performance monitoring tools, enabling PerfMon may significantly degrade server performance and so it should not be left enabled any longer than necessary to identify and troubleshoot performance problems.

Note: Thorough performance testing and tuning is an activity later in this Statement of Work (Section 2.9.7 - Performance Testing and Tuning by Contractor).

2.5.5. Contractor shall provide Solution Build Phase Security Groups and User Accounts as follows:

- a) Contractor shall set up the Solution Build Phase Security Groups and User Accounts for MAXTRAIN7 and MAXPROD7 as specified in the relevant Design Phase documentation for Administrators, Core Team, and additional DPW staff as identified by the County's Project Manager.

- b) Upon concurrence of both the Contractor and the County's Project Manager, the Security Groups for the MAXDEV7 and MAXTEST7 environments will remain at Design Phase Level as needed for unrestricted development and testing activities. The Contractor shall update the MAXDEV7 and MAXTEST7 security groups to conform with the MAXTRAIN7 and MAXPROD7 environments upon direction of the County's Project Manager.
- c) In coordination with the Department's IT staff, including the DPW Security Information Officer, establish a secure interface to the DPW Microsoft Active Directory servers based on a structure where all Maximo users are authorized into a single Maximo Group on the Microsoft Active Directory servers, and all assignment of users to Maximo Security Groups and the maintenance of the Groups are performed in IBM Maximo. The purpose of the Microsoft Active Directory interface will be to synchronize user names and passwords and to validate that users have access to IBM Maximo. All subsequent control over their functional access within IBM Maximo will be managed by the IBM Maximo security controls. Configuration should be consistent with the ultimate goal of establishing a Maximo SSO configuration for the DPW's IBM Maximo environments prior to the start of Task 10 (Implementation).

2.5.6. Contractor shall install and configure the Mobile MMS Solution in all appropriate system environments, as directed by the County's Project Manager.

2.5.7. Contractor shall install and configure as needed BIRT, Cognos Reports, and Crystal Reports servers, all reporting integrations, and all appropriate reports (except for those to be developed during the Solution Build Phase below, on approval of the County's Project Manager) as specified in the relevant Design Phase Documentation.

2.5.8. A more complete list of the work items necessary to achieve this Task should be provided by the Contractor to the County's Project Manager prior to work beginning, if it is not already included in the "Technical Architecture, Infrastructure, System and Data Security, and System Performance" Specifications Document.

2.5.9. Contractor shall prepare Field Certification Forms documenting the installation and system environments of MAXTRAIN7 and MAXPROD7, and, if needed, update the Field Certification Forms documenting the installation and system environments of MAXDEV7 and MAXTEST7.

TASK 5 DELIVERABLE:

- a) Actual working systems configured as required in the MAXTRAIN7 and MAXPROD7 environments.
- b) Approved Field Certification Forms for MAXTRAIN7 and MAXPROD7, as well as updated Field Certification Forms for MAXDEV7 and MAXTEST7 if changes were made by or at the request of the Contractor to their settings or environments since their initial installs in Task 2 (Install and Configure Initial Development and Testing Environments Deliverables).

2.6. TASK 6: MMS SOLUTION BUILD PHASE

2.6.1. Contractor shall develop and implement the solutions specified in the Requirements Traceability Matrix and the various Specifications Documents developed under Task 4 (Design Phase). At the conclusion of this task the system should be complete and ready for testing (Task 9 (Testing) of

this SOW) and for the development of training materials that require image captures of customized screens (part of Task 7 (Develop an MMS User Training Plan) of this SOW).

- 2.6.2. Contractor shall regularly update the Requirements Traceability Matrix and all Specifications Documents as needed so they reflect the most current information during the Solution Build Phase.

TASK 6 DELIVERABLE:

- a) Develop and implement the solutions specified in the Requirements Traceability Matrix and the various Specifications Documents developed in the Design Phase, such that the system is ready for testing and for the development of training materials that require image captures of customized screens.
- (b) Updated Requirements Traceability Matrix and Updated Specifications Documents, to include all activities of Task 6 (MMS Solution Build Phase).

Note regarding invoicing and payment: Task 6 (MMS Solution Build Phase) will result in the production by the Contractor of many items or units, such as a completed and fully functional Maximo implementation using Department Maximo data, a completed and fully functional Spatial implementation integrating IBM Maximo with the Department's ESRI ArcGIS asset and location infrastructure data, a fully functional mobile MMS implementation, updated asset and location hierarchies, external systems interfaces, multiple dedicated purpose screens, reports, workflows, escalations, performance metrics and analytics, integrations and interfaces with external systems via the MIF, and others as specified earlier in this SOW. All these items or units combined form the MMS Solution in a configuration ready for testing. However, invoicing and payment for this Task shall not occur until the approval of the updated Requirements Traceability Matrix and updated Specifications Documents which cannot be completed until all other work in Task 6 (MMS Solution Build Phase) phase has been successfully performed.

2.7. TASK 7: DEVELOP AN MMS USER TRAINING PLAN

- 2.7.1. Contractor shall develop a detailed and ready-to-implement User Training Plan to the satisfaction of the County's Project Manager for training all DPW MMS users to make full and efficient use of the new system, as appropriate to their duties and consistent with the requirements of this NextGen MMS Project.

The Department's main priorities for user training are:

- Making certain existing users are sufficiently brought up-to-speed on new and changed MMS functions and procedures to ensure their successful use of the new system.
- Avoiding "Train the trainer" strategies.
- Minimizing field employee travel requirements.
- Preparing materials for training future new users in the months and years after this Project has concluded.

The User Training Plan's features shall include but not be limited to: (a) targeted audiences, (b) methodologies and locations, and (c) essential content, each of which are as outlined below.

The outline below provides a suggested framework and parameters for the intended User Training Plan and should be used by the Contractor as a guide. The actual User Training Plan developed by the Contractor may not conform identically to what is presented below, but all the components and requirements should be fully addressed. For instance, the Contractor may propose and the Department may accept a User Training Plan and resulting User Training deliverable that relies more heavily on high quality Video-on-Demand training than is suggested in the guide described below.

The User Training Plan shall also detail the Contractor's training staff plan, the qualifications of trainers, the identification of the number and identities of DPW staff to be trained, the scheduling of these staff for each class (possibly by conducting a survey of users, possibly with the assistance of the Core Team), and the timing of training efforts. For training to be "fresh" in the users' minds, user training should occur no earlier than 30 calendar days prior to the scheduled "Go Live".

Although not shown in the outline below, the User Training Plan must also fully address both user and administrator training needs for the Mobile MMS Solution.

Outline of Suggested User Training Plan:

a) Targeted Audiences: Five Distinct Groups

- i. Current Basic MMS Users
- ii. Dispatchers
- iii. Current Intermediate/Advanced MMS Users
- iv. New MMS Users needing Basic Training
- v. New MMS Users needing Intermediate/Advanced User Training (prerequisite: New MMS User Basic Training or equivalent experience)

b) Training Methodologies and Locations

- i. Large Group Transition Training to be held at DPW Headquarters in Alhambra, lecture with demonstration—not hands-on, about 75-150 attendees at a time, probably Division-specific. Tentatively plan for one to five events for the Basic MMS Users and another one to five events for the Intermediate/Advanced MMS Users.
- ii. Dispatcher training may need to be conducted at the Dispatcher operations area in the DPW Headquarters building due to their limited staffing, 24/7 job structure, and unique job duties.
- iii. Field Office Transition Training for Current MMS Users who cannot attend Large Group Training, to be held at various field offices, possibly hands-on, about 4-12 attendees at a time. These may require a "portable training lab" capability with networked laptops and router/switch and access to the DPW LAN, to be provided by Contractor, that can be set up at various field offices as needed. Tentatively plan for twelve to twenty field location events. The DPW Network Operations Manager and DPW Information Security Officer approval are both

required prior to connecting any non-DPW equipment to the DPW LAN. All non-DPW equipment connected to the DPW LAN must be up-to-date with all system and application security patches, including updated anti-virus software.

- iv. Hands-on Classroom Training in 3 to 4½ hour blocks, hands-on, about 18 to 20 students at a time, at DPW Headquarters in Alhambra, using Contractor-prepared classroom materials and/or manuals with Tables of Contents, and including live system interaction. Note: Existing Basic MMS Users are not expected to need training beyond the Large Group/Field Location Transition Training.
- v. For initial planning purposes only, the Contractor should project a need for:

	Seats at Headquarters Classes	Seats in Field Office Classes
Basic MMS User Level	550	450
Intermediate MMS User Level	200	150
Advanced MMS User Level	40	0

Note: The Basic MMS User class is a prerequisite for the other classes, thus the total seats exceeds the number of active users.

Actual class attendance numbers will be determined as part of the Contractor's User Training Plan.

Some of the users accounted for in the table above are occasional users only and may not require significant training.

- vi. Video-on-Demand "Quick Topics".
 - a. A series of self-contained topical tutorials
 - b. Some may not be division-specific but others may be division-specific
 - c. Target audience: any MMS user, presumed skill level appropriate for the content of the "Quick Topic"
 - d. Most videos to range from 1 to 9 minutes, as appropriate for the topic
 - e. Available at any time on the DPW intranet
 - f. Interruptible (can be paused without having to resume from the start)
 - g. Downloadable with no copy protection or Digital Rights Management restrictions

- h. Using standard Windows-compatible media players (Windows Media Video, QuickTime, or other ubiquitous format; coordinate technical requirements with the Department's IT staff)
 - i. Optionally playable on mobile devices for users of the Mobile MMS Solution
 - j. Total combined time not expected to exceed 240 minutes (4 hours) of actual content
- c) User Training Plan's Essential Content
- i. Division-specific Transition Training for Current Basic MMS Users should be presented with the assumption that class attendees are familiar with the basics on the Department's current MMS installation, and focusing principally on new and changed items and processes. These include but are not limited to:
 - a. Pre-configured Start Centers
 - b. Asset and Location Hierarchies
 - c. Service Requests
 - d. Work Order module changes (multiple assets/locations, various replaced fields, status changes, record edit mode, updated user interface, hover dialogs, etc.)
 - e. Division-specific items (custom screens, procedures, workflows, naming conventions, entering time and equipment (actuals) and relationship to eCAPS TimeI, etc.)
 - f. Using the timesheet (eCAPS TimeI) interface
 - g. Using the Spatial GIS features for searches, work order/service request creation and editing, queuing GIS data update requests, etc.
 - h. Reporting Options: Ad-Hoc, BIRT, Crystal, Cognos Reports, Excel export
 - ii. Dispatchers - Content similar to "Transition Training for Current Basic MMS Users" but special focus on Dispatcher use of MMS
 - iii. Transition Training for Intermediate/Advanced MMS Users - prerequisite: Transition Training for Current Basic MMS Users:
 - a. Intermediate Work Orders
 - b. Duplicate, Follow-up, and Task Work Orders
 - c. Parent-Child Relationships in Work Orders, Assets, etc.
 - d. Job Plans/Work Plans
 - e. People/Crafts/Labor/Owners/Crews

- f. Assignment Manager and Scheduling
 - g. Intermediate Spatial GIS Capabilities
 - h. Items and Inventory
 - i. In-depth Search Options, Saved Queries
 - j. Problem/Cause/Remedy, Failure Hierarchies, and Essentials of Root Cause & Problem Recurrence Analysis
 - k. Reporting (BIRT, Cognos Reports, and Crystal Reports)
 - l. Advanced Job Plans (labor/equipment/material/services, rates, complex cost estimates) – Advanced users only
 - m. PMs: Planning and Forecasting – Advanced users only
 - n. Workflow Development and Modification – Advanced users only
 - o. Escalations – Advanced users only
 - p. Performance Metrics, Asset Lifecycle Management, and Analytics – Advanced users only
 - q. Customizing the Start Center, KPIs, and Result Sets – Advanced users only
 - r. Mass Updates Using Import/Export (Excel, XML Flat Files) – Advanced users only
 - s. Automation Scripts – Advanced users only
 - t. E-Signature and E-Audit – Advanced users only
 - u. Communication Templates – Advanced users only
 - v. Coordinating ESRI ArcGIS and Maximo Spatial Data – Advanced MMS and ArcGIS users only
- iv. New MMS Users - Same topics as “Transition Training for Current Basic MMS Users (division-specific)” but presented as all new material and not assuming any prior knowledge of IBM Maximo, and also including but not limited to:
- a. MMS navigation and feature tour
 - b. DPW MMS Project website
 - c. Creating, assigning, and editing a Work Order
 - d. Searching techniques

- v. Intermediate/Advanced Topics for New Users - prerequisite: New MMS Users Training, with all the same topics as “Transition Training for Intermediate/Advanced Users” but presented as all new material and not assuming any prior knowledge of these features in Maximo.

2.7.2. The User Training Plan shall include a schedule for conducting user training timed to occur shortly in advance of the Go Live, so that user training is “fresh”. For training to be “fresh” in the users’ minds, user training should occur no earlier than 30 calendar days prior to the scheduled “Go Live”.

2.7.3. Where appropriate, the Contractor may use portions of the Use Cases as a structure to present some of the training material.

2.7.4. The Department reserves the right to record (audio and video) training sessions to be reviewed and reused for future training needs. A limited number of such recordings may also be provided to external groups for demonstration and/or evaluation purposes, but copies will not otherwise be distributed for use to non-County personnel.

TASK 7 DELIVERABLE:

- a) MMS User Training Plan (including user and administrator training for the Mobile MMS Solution)

2.8. TASK 8: DEVELOP TRAINING MATERIALS AND CONDUCT USER TRAINING

2.8.1. Contractor shall develop training materials consistent with the approved User Training Plan, which may include but not be limited to:

- a) Printed Training Materials (Contractor shall include editable electronic copies).
- b) In-Person Training.
- c) Video-on-Demand “Quick Topics”.

2.8.2. Contractor shall conduct training for Current MMS Users.

2.8.3. The Contractor shall provide signed releases for any non-DPW persons who may be seen or heard on any recorded training sessions.

TASK 8 DELIVERABLES:

- a) Approved Training Materials.
- b) User Training Completed, with signed releases if appropriate.

2.9. TASK 9: TESTING

Testing is the critical last stage prior to the MMS implementation under Task 10 (Dress Rehearsal and Go Live) of this SOW below. NextGen MMS is a complex enterprise-wide Project with many interrelated parts involving a large number of people, processes, and groups. Rolling out the newly implemented MMS will immediately impact the work and productivity of hundreds of DPW employees. The success or failure of the rollout will leave a lasting impression

on users individually and on the Department as a whole. Testing to be provided by Contractor, therefore, must be comprehensive, thorough, and end with a completed system that the Contractor has demonstrated meets all requirements and is fully ready for successful implementation into production at the Department.

- 2.9.1. A Comprehensive Testing Plan, including all phases of product testing, shall be developed by the Contractor and approved by the Department before actual testing may begin. The Comprehensive Testing Plan will specify in detail the testing approach, methods, data, participants, and other elements required for successful complete system testing. Testing shall include the IBM Maximo system, configurations, interfaces, integrations, reports, screens, all IBM Maximo add-ons including Spatial and the Mobile MMS Solution, and all other work needed to ensure the system as a whole and all of its parts conform to the approved specifications and meet all requirements, using appropriate DPW MMS and GIS data. The end products of the execution of the Comprehensive Testing Plan shall be a set of test configuration documents demonstrating to the Department the resulting system is fully ready for successful implementation into production.

The following is a list of primary but not exclusive inputs for the Comprehensive Testing Plan:

- a) Use Cases and other relevant DPW business processes
- b) Specifications Documents
- c) Requirements Traceability Matrix
- d) Test Scripts and Test Scenarios

The Comprehensive Testing Plan shall consist of four principal phases: Unit Testing, System Testing, User Acceptance Testing, and Performance Testing.

2.9.2. TEST SCENARIOS AND TEST SCRIPTS

A test scenario is a detailed description of an MMS-related business process or of a Use Case illustrating how to use the system to accomplish various Project requirements.

A test script uses a test scenario or some other appropriate business process requirement as input and is a detailed step-by-step instruction list for a tester to follow to verify that the system can correctly accomplish the intended objective(s). A test script describes keyboard and mouse actions and display screen interactions. Test scripts shall allow the tester to follow every relevant option and/or decision tree branch to its conclusion.

2.9.3. DEFECTS AND SEVERITY LEVELS

As further defined in Attachment 1 (Glossary Terms) to this Appendix B, a Defect includes any undesired result that conflicts with the Department's reasonable expectations for system behavior or performance, including all add-ons, reports, interfaces and all other aspects of the system as a whole; as well as a failure of some part of the system to conform to specified requirements. Contractor will characterize all Defects by Severity Level, with concurrence of the Department, based on the definition applicable to each Severity Level, as set forth in such Attachment 1 (Glossary of Terms) to this Appendix B.

Notwithstanding the definitions for Severity Levels, system screen layout Defects as displayed on a standard user workstation or mobile device that could, in the County's Project Manager's judgment, imply to users that the system is not trustworthy, shall be considered as Severity 3, not Severity 4, as this type of error may cause users to question the reliability and acceptability of the system.

2.9.4. UNIT TESTING BY CONTRACTOR

- a) The Contractor shall perform all Unit Testing and shall report the completed findings to the County's Project Manager in a Unit Testing Completion Report. Unit Testing shall test the system's component parts as they are developed, shall include at a minimum all applicable unit-level tests described in each of the Specifications Documents, and shall test all system configurations, integrations, reports, and add-ons (including the Mobile MMS Solution and the Spatial implementation) to ensure each unit operates as intended.
- b) The Contractor shall not consider Unit Testing to be complete if there are any Severity 1 or Severity 2 Defects noted.
- c) The Contractor shall include in its Unit Testing Completion Report a listing of all Severity 3 and Severity 4 Defects discovered with a plan for correcting each such Defect prior to the start of the System Testing by Contractor Phase.
- d) If the County's Project Manager determines that an excessive number of Defects are unresolved at the time the Contractor submits the draft Unit Testing Completion Report for approval, the Contractor may be required to resolve enough of the Defects (at no additional cost to the County) to demonstrate to the Department's satisfaction that the system is ready to advance to the System Testing phase.

2.9.5. SYSTEM TESTING BY CONTRACTOR

- a) At the start of this phase, all Severity 3 and Severity 4 Defects noted during Unit Testing shall have already been corrected.
- b) The Contractor shall perform all System Testing and shall report findings to the County's Project Manager in a System Testing Completion Report. System Testing is a scripted process using the Test Scripts described above to test the operation of the system as a whole, rather than as component parts as was done in the Unit Testing phase.
- c) System Testing shall include, at a minimum, all applicable system-level tests described in each of the Specifications Documents, and shall include all system configurations, integrations, reports, and add-ons (including the Mobile MMS Solution and the Spatial implementation).
- d) System Testing shall also include one or more standard IBM Maximo Integrity Checker validations showing no meaningful errors or issues.
- e) The Contractor shall not consider system testing to be complete if there are any Severity 1, Severity 2 or Severity 3 Defects noted.
- f) The Contractor shall include in its System Testing Completion Report a listing of all Severity 4 Defects discovered or confirmed during System Testing with a plan for

correcting each such Defect prior to the completion of the User Acceptance Testing Phase.

- g) If the County's Project Manager determines that an excessive number of Defects are unresolved at the time the Contractor submits the draft System Testing Completion Report for approval, the Contractor may be required to resolve enough of the Defects (at no additional cost to the County) to demonstrate to the Department's satisfaction that the system is ready to advance to the User Acceptance Testing phase.

2.9.6. USER ACCEPTANCE TESTING

- a) As early in this phase as feasible, all Severity 4 Defects noted during System Testing shall be corrected.
- b) User Acceptance Testing shall be coordinated and overseen by the Contractor. User Acceptance Testing shall have DPW staff designated by the County's Project Manager perform the same system tests using the same test scripts as the Contractor used in the System Testing Phase.
- c) Designated DPW staff may also, at their option, perform ad-hoc tests of their own design, as long as the tests performed relate to functions supporting the business needs of the Department, and as long as any ad-hoc test failures noted are documented, reproducible, categorized by severity, and reported to the Contractor and to the County's Project Manager during the User Acceptance Testing Phase.
- d) DPW staff designated to participate in User Acceptance Testing shall receive training from the Contractor prior to the start of User Acceptance Testing and adequate to perform the tests and to evaluate the system to ensure it meets documented requirements.
- e) Testing results (both scripted and ad-hoc) shall be reported by staff to the Contractor and to the County's Project Manager on forms provided by the Contractor for this purpose; the forms and the testing results may alternatively be posted on the NextGen MMS Document Sharing and Issues Tracking Application.
- f) The Contractor shall not consider the User Acceptance Testing phase to be complete if there are any Severity 1, Severity 2, or Severity 3 Defects noted. If any Severity 1, Severity 2 or Severity 3 Defects are noted, the Contractor will correct these Defects and repeat all appropriate Unit or System Testing (with no Severity 1, 2 or 3 Defects noted by the Contractor) at no additional cost to the County prior to delivering the system to the Department to repeat the User Acceptance Testing.
- g) At the conclusion of User Acceptance Testing and after all Severity 1, Severity 2 and Severity 3 Defects have been corrected, the Contractor shall prepare a User Acceptance Testing Completion Report. The Report shall include a listing of all Severity 4 Defects discovered during User Acceptance Testing with a plan for correcting each such Defect prior to the start of Task 10 (Implementation - Dress Rehearsal and Go Live) of this SOW.
- h) If the County's Project Manager determines that an excessive number of Severity 4 Defects are unresolved at the time the Contractor submits the draft User Acceptance Testing Completion Report for approval, the Contractor may be required to

resolve enough of the Severity 4 Defects to demonstrate to the Department's satisfaction that the system is ready to advance to the Dress Rehearsal. (Task 10) of this SOW.

- i) No Dress Rehearsal shall commence prior to the successful conclusion of User Acceptance Testing.

2.9.7. PERFORMANCE TESTING AND TUNING BY CONTRACTOR

- a) Performance testing and tuning shall, at a minimum, include Cluster and Load Balance Configuration and Testing. Performance Testing shall be conducted both at the DPW Headquarters and at a minimum of three field offices identified by the County's Project Manager to represent typical field use performance of the system. Performance Tuning shall be conducted at the DPW Headquarters.
- b) The Department requires each IBM Maximo environment to conform to the following IBM Maximo user interface performance standards, based on average time for three tests:
 - i. Maximum time to execute a record select and display: 2 seconds or less.
 - ii. Maximum time to perform a save record: 3 seconds or less.
 - iii. Maximum time for a List Tab record query on an indexed field: 7 seconds or less.
 - iv. Maximum time to generate a report: 10 seconds or less.
- c) Based on industry standards, reputation in real world use, and the configuration of the IBM Maximo environments at the Department, the Contractor will recommend to the County's Project Manager and selected IT staff a performance testing tool, such as IBM's Rational, Reflective Solutions' StressTester, HP Load Runner, or Core Development Limited's MaxTAF, or some other appropriate testing application. Performance testing and tuning can commence upon the approval by the Department of the performance testing application (tool).
- d) Upon the Department's approval of the selected tool, the Contractor will install and configure the chosen performance testing tool in the DPW environment. A licensed copy of the tool will be provided by the Contractor at no cost for the Testing and Implementation phases as part of the contracted engagement. At the end of the Implementation phase the Department may purchase the product, or the Contractor will uninstall the software tool at completion of all the performance testing activities after Go Live.
- e) During the Project activities the Contractor will work with the Department to develop IBM Maximo performance testing Use Cases as execution scripts. These scripts are intended to establish performance of specific scenarios based on the upgraded Maximo system. What these Use Cases are will have to be determined based on the final configured IBM Maximo solution for the Department, but they are likely to be related to the Use Cases used during the Workshops (see Section 2.4.3 (Workshops) of this Statement of Work) and/or test scripts used during the System Testing.

- f) Based on the performance testing Use Cases, performance of the initial technical system configuration will be executed on a pre-production IBM Maximo system identified by the County's Project Manager with sufficient load test iterations to achieve desired results.
- g) Based on results of the load test iterations, technical system tuning and configuration will be performed by the Contractor and results will be documented.
- h) When the IBM Maximo Pre-Production Environment testing and technical system tuning and configuration are complete, those technical system tuning and configuration changes resulting from the above load test(s) will be documented and later applied to the production system at the appropriate time.
- i) The Contractor shall prepare a Performance Testing and Tuning Configuration Report listing the configuration settings and other particulars associated with achieving the performance results outlined in the Technical Architecture, Infrastructure, and System Performance Specifications Document (refer to Section 2.4.5). The Report should specify the configuration settings made to achieve the results and the specific load times for each function in the Specifications document.

TASK 9 DELIVERABLES:

- a) Comprehensive Testing Plan
- b) Unit Testing Completion Report
- c) System Testing Report Completion Report, with Test Scenarios and Test Scripts Included
- d) User Acceptance Testing Completion Report with ad-hoc tests (if any) described
- e) Performance Testing and Tuning Configuration Report

2.10. TASK 10: IMPLEMENTATION - DRESS REHEARSAL AND GO LIVE

2.10.1. DRESS REHEARSAL

- a) For this NextGen MMS Project, a Dress Rehearsal shall be conducted to perform all the steps necessary for a Go Live, but to perform the activity in a suitable Pre-Production Environment. This may be the MAXPROD7 environment upon concurrence of both the Contractor and the County's Project Manager, since that environment will not yet be in Production Use.
- b) The purpose of the Dress Rehearsal is to verify that the Contractor and DPW staff have correctly identified and accounted for every step that must be performed to accomplish a successful Go Live and to perform tests adequate to verify that the hypothetical Go Live would be successful.
- c) The Dress Rehearsal is not a continuation of the testing phase; however:
 - i. It is the final "proof" of successful testing prior to Go Live.

- ii. The end product of a successful Dress Rehearsal should be nearly indistinguishable from the system ready for full and successful use in the Production Environment at the Department.
- iii. The Dress Rehearsal phase should not be entered into unless the Contractor and the Department share a high confidence level that the system as a whole (including Spatial and the Mobile MMS Solution, external interfaces, reports, configurations, etc.) will work as designed and intended, will have no Severity 1, 2, 3 or 4 Defects, and will meet all agreed-upon DPW operational requirements as listed in the Specifications Documents and the Requirements Traceability Matrix.
- d) The Dress Rehearsal shall follow all of the steps that will be required for the actual Go Live, except for any steps the County's Project Manager and Contractor's Project Manager together agree in advance in writing should be modified or skipped.
- e) The Dress Rehearsal shall have a sequenced Task List developed by the Contractor and to be used by the Contractor and appropriate DPW staff to list each task that must be performed, the order in which each task is to be performed, a time estimate for when each task will be performed, an estimate for how long each task will take, and a name or role for who is responsible for performing each task. The Dress Rehearsal Task List shall be prepared by the Contractor, reviewed by appropriate DPW staff, and approved by the County's Project Manager prior to the start of the Dress Rehearsal.
- f) At a minimum, the Dress Rehearsal shall include the following activities:
 - i. Preparing the non-production environment for the Dress Rehearsal.
 - ii. Obtaining correct static and transactional data from appropriate source systems.
 - iii. Populating static data (assets, locations, hierarchies, specifications, meters, condition ratings, job plans, users, labor, crafts, items, equipment, inventory, workflows, escalations, dedicated purpose screens, etc.).
 - iv. Populating transactional data (work orders in progress, etc.).
 - v. Configuring and preparing the Mobile MMS Solution, Maximo Spatial, including all required data and interfaces and integrations, and any other required product add-ons.
 - vi. Applying all additional required configurations, interfaces, and integrations.
 - vii. Setting up all reports.
 - viii. Establishing all appropriate User Accounts and Security Groups, and configuring the required interface with the Department's LDAP.
- g) Testing - Immediately after the Dress Rehearsal is performed, the Contractor shall perform at a minimum the three checks listed below to verify the adequacy of the Dress Rehearsal:

- i. Check 1: A standard IBM Maximo Integrity Checker validation showing no meaningful errors or issues.
 - ii. Check 2: A simple “Is everything there?” check that verifies all discrete elements of the new MMS that should have been installed or updated into the system have in fact been properly installed and/or updated, including all add-ons such as Maximo Spatial and the Mobile MMS Solution, including all data imports, all reports, and including all interfaces, integrations, configurations, accounts, and groups. The Contractor may propose that this preliminary check be in the form of an automated script prepared by the Contractor, reviewed and approved by appropriate DPW IT staff, and executed by the Contractor after reviewing the results of the Maximo Integrity Checker.
 - iii. Check 3: A full Dress Rehearsal Checklist, designed by the Contractor and approved by the County’s Project Manager performed via automation by appropriate use of IBM’s Rational, Reflective Solutions’ StressTester, HP Load Runner, or an equivalent automated solution, and at least incorporating the test scripts and ad-hoc tests from the User Acceptance Testing phase and/or the Performance Testing phase.
- h) The Department may elect to also perform a variety of unscripted or ad-hoc testing on the Dress Rehearsal system to independently satisfy itself of the success of the Dress Rehearsal.
 - i) Criteria for a Dress Rehearsal success shall include but not be limited to the following:
 - i. Successful completion of the three Dress Rehearsal Checks described above, as well as any unscripted or ad-hoc testing performed by the Department,
 - ii. No open Severity 1, Severity 2 or Severity 3 Defects, and
 - iii. No more than twelve Severity 4 Defects.
 - j) The Contractor shall develop and, upon approval by the Department, implement a plan for correcting all Severity 4 Defects prior to the Go Live, or at least as many as feasible and as agreed to by the County’s Project Manager.
 - k) If, within no more than seven (7) work days after the Contractor has reported on the test results regarding the adequacy of the Dress Rehearsal, it is determined by the Department (based on the tests performed and/or the number of any Defects of any Severity Level) that the system is not suitable for Production Use, then the Dress Rehearsal will be considered unsuccessful.
 - l) In the event a Dress Rehearsal is considered unsuccessful, appropriate fixes and subsequent testing shall be performed by the Contractor, followed by User Testing and another Dress Rehearsal. This process shall be iterated at no additional cost to the Department until a Dress Rehearsal is successful. The Contractor must produce a successful Dress Rehearsal prior to the Go Live described below. In no event shall the Go Live take place without a successful Dress Rehearsal having been conducted.

- m) Both the Dress Rehearsal Task List and Dress Rehearsal Checklist are to be updated by the Contractor to incorporate any needed fixes and configuration adjustments learned, and will be used to create the Go Live Task List and Go Live Checklist.
- n) Updates to the Dress Rehearsal Task List and Dress Rehearsal Checklist shall be included with the earliest feasible weekly status report to the County's Project Manager.
- o) The Contractor shall conduct Performance Testing of the Dress Rehearsal system to ensure performance targets are likely to be met in the Go Live system. The Contractor shall make a written report to the County's Project Manager of any system configuration changes that the testing suggests should be made to achieve or surpass performance requirements.

2.10.2. GO LIVE

The Go Live shall be conducted no earlier than two (2) weeks and no later than five (5) weeks after the successful Dress Rehearsal. The Go Live shall use the Go Live Task List and Go Live Checklist developed from the Dress Rehearsal Task List and Checklist.

Unless otherwise agreed to by DPW, the cutover and Go Live shall be scheduled to ensure that:

- The current IBM Maximo version 6.2.3 production system is operational and available to users through noon on the Thursday just prior to Go Live,
- The current system will then be "turned off" from the point of view of users,
- Go Live activities will be performed over a weekend (Friday through Sunday), and
- The new fully functioning production system will be made available to users at the beginning of the following work week.

If the Implementation Plan supports it, the Department would prefer that the Go Live occur just prior to or at the beginning of a fiscal quarter, most favorably either just prior to or at the beginning of the County of Los Angeles fiscal year (July 1) or the beginning of a calendar year. However, the project should not unnecessarily be delayed to meet any of these dates.

At a minimum, the Go Live is expected to contain the following activities:

- a) Preparing the MAXPROD7 environment for the Go Live.
- b) Obtaining correct static and transactional data from appropriate source systems.
- c) Populating static data (assets, locations, hierarchies, specifications, meters, condition ratings, job plans, users, labor, crafts, items, equipment, inventory, workflows, escalations, dedicated purpose screens, etc.).
- d) Populating transactional data (work orders in progress, etc.).
- e) Configuring and preparing the Mobile MMS Solution, Maximo Spatial, including all required data and interfaces and integrations, and any other required product add-ons.
- f) Applying all additional required configurations, interfaces, and integrations.

- g) Setting up all reports.
- h) Establishing all appropriate User Accounts and Security Groups, and configuring the required interface with the Department's LDAP.
- i) Testing:
 - i. Performing a standard IBM Maximo Integrity Checker validation.
 - ii. Performing a similar "Is everything there?" preliminary checklist as was performed during the applicable Dress Rehearsal.
 - iii. Using IBM's Rational, Reflective Solutions' StressTester, HP Load Runner, or equivalent, and the test scripts used during the Testing phase to perform automated testing of the Production system (MAXPROD7) to verify a successful Go Live
 - iv. Go Live "Testing" shall also include up to three days of "real world" use, at the Department's discretion.
 - v. No open Severity 1 or Severity 2 Defects.
 - vi. No more than four Severity 3 Defects, to be corrected by the Contractor within two (2) Business Days.
 - vii. No more than six (6) Severity 4 Defects, to be corrected by the Contractor within three (3) Business Days.
 - viii. Performing additional Performance Testing to ensure performance targets are met or surpassed.
- j) If, within no more than four (4) work days after the Go Live, it is determined by the Department that the system is not suitable for Production Use, the Go Live will be considered a failure, the affected users shall be moved back to IBM Maximo 6, and the system corrected and re-tested, and then proved via another successful Dress Rehearsal prior to another Go Live attempt, all at no additional cost to the Department, subject to liquidated damages or any other delay credits the County may be entitled to under the Contract as a result of the delays in Go Live.
- k) Upon working acceptance by the County's Project Manager of the Go Live system, the Contractor will assist as requested DPW IT staff in making an image of the Go Live production system and copying it to one or more of the MAXDEV7, MAXTEST7, or MAXTRAIN7 environments, as directed by the County's Project Manager.

2.10.3. "AS-BUILTS"

- a) The Contractor shall provide final "as-built" documents by updating the Design Phase Requirements Traceability Matrix and all appropriate Specifications Documents to record the Maximo 7 "as-built" state.
- b) The Contractor shall prepare updated Field Certification Forms documenting the final installation, system environments, and configurations of MAXDEV7, MAXTEST,

MAXTRAIN7, and MAXPROD7, including any configuration changes made as a result of Performance Testing during the Testing and Go Live activities.

2.10.4. TEMPORARY SYSTEM ARCHIVE AND DATA WAREHOUSE

- a) After the successful Go Live, the Contractor will provide assistance to DPW IT staff to configure the no longer “in production” IBM Maximo 6 system to serve as a “read only” temporary Archive. This temporary Archive will not be used for any transactional data. It is expected to remain available to MMS users for reporting and querying purposes for two (2) to six (6) months after Go Live.
- b) This line item (2.10.4(b)) is provided for information only and no Contractor involvement is anticipated. The Department plans to move the archived IBM Maximo 6 data to an Oracle data warehouse and to develop reports to access the old data in the data warehouse. Upon successful testing and launch of the data warehouse, IBM Maximo 6 will be deactivated by the Department.

TASK 10 DELIVERABLES:

- a) Conduct the successful Dress Rehearsal.
- b) Conduct the successful Go Live.
- c) Final copies of the Dress Rehearsal Task List, the Dress Rehearsal Checklist, the Go Live Task List, and the Go Live Checklist.
- d) Updated Design Phase Requirements Traceability Matrix to record the final Maximo 7 “as-built” state.
- e) Updated Specifications Documents to record the final Maximo 7 “as-built” state.
- f) Updated final Field Certification Forms documenting the final installation, system environments, and configurations for all four environments.

3. POST GO LIVE SUPPORT AND SYSTEM ACCEPTANCE

3.1. POST GO LIVE SUPPORT

The Post Go Live Support performed by Contractor shall last for a period of at least thirty consecutive (30) days from successful completion of Go Live. During this period the Contractor’s activities shall include, but not be limited to, the following:

- 3.1.1. On-site support and Help Desk support.
- 3.1.2. Correcting Defects of any Severity Level that are identified, that occur, or that remain after the Go Live.
- 3.1.3. Analyzing and resolving any post Go Live support problems.
- 3.1.4. Analyzing and resolving any application configuration problems.

- 3.1.5. Assisting with any business process issues.
- 3.1.6. Monitoring of system performance and performing and documenting additional system tuning as necessary.

3.2. SYSTEM ACCEPTANCE

The Department will issue a System Acceptance Certificate to indicate final acceptance of the operational production system (except for the Warranty Period obligations described further below) only after all of the following occur:

- 3.2.1. The new system is operating after Go Live with no Severity 1, Severity 2, Severity 3 or Severity 4 Defects and is meeting all approved and documented requirements and performance targets for a period of at least fifteen (15) consecutive calendar days,
- 3.2.2. The DPW Security Information Officer has reviewed the system and documentation and provided a written determination to the County's Project Manager that the new system complies with the relevant security requirements listed in the Technical Architecture, Infrastructure, System and Data Security, and System Performance Specifications Document, as well as with all other relevant County policies and standards related to data and system security.
- 3.2.3. All "as-built" documentation has been provided, and
- 3.2.4. The Post Go Live memorandum summarizing the work performed during the thirty (or more) days of Post Go Live Support is accepted and approved by the Department. Section See 3.4(a) below for details.

3.3. WARRANTY PERIOD

Contractor shall provide Warranty Support for 180 consecutive days commencing upon the end of the Post Go Live Support period and issuance by the Department of the System Acceptance Certificate.

3.4. POST GO LIVE SUPPORT AND SYSTEM ACCEPTANCE DELIVERABLES:

- a) A Post Go Live memorandum from Contractor due to County's Project Manager no sooner than the 25th day of the Post Go Live Support period, which shall:
 - i. Summarize the work performed during at least the first twenty one (21) consecutive calendar days of Post Go Live Support performed by Contractor,
 - ii. Certify that any and all observed Severity 1, Severity 2, Severity 3 or Severity 4 Defects have been resolved,
 - iii. Certify that all performance targets have been met or surpassed, and
 - iv. Certify that the system has met all approved and documented requirements for a period of at least fifteen (15) consecutive calendar days.
- b) A final Project Implementation Plan version that has been updated to reflect the actual dates of all project activities recorded on the Plan, and that can serve as an accurate reference for the completed NextGen MMS Project.
- c) A copy of all Project-related data in the Document Sharing and Issues Tracking Application (refer to Section 1.4.5 (Document Sharing and Issues Tracking Application) of this Statement

of Work).

4. OPTIONAL SERVICES

The County's Project Manager may direct the Contractor to perform as needed Optional Services relating to the objectives or purposes of the NextGen MMS Project but not detailed in this Statement of Work, such as, but not limited to, additional interface programming, database programming, workflows, program modifications, system configurations, data migration, automation script development, report development, alternative implementation approaches relative to those detailed herein, organizational change management actions aimed at gaining and maintaining organizational and user buy-in and sense of ownership for the new system, application of system patches and version point upgrades, etc. The need for such Optional Services may arise from situations such as, but not limited to, the following: augmented scope, revised assumptions, newly discovered or expanded opportunities or lack of in-house expertise.

County, at its sole discretion, will determine the necessity of such Optional Services.

Consequently, County may, during the term of the Contract, submit to Contractor written requests for Optional Services not already included in Contractor's Fixed Price Amount for the Services under this Statement of Work, using remaining available Pool Dollars allocated for Optional Services under the Contract.

In response to such request, Contractor shall submit to County for approval a proposed Work Order for such Optional Services, including a not-to exceed Maximum Fixed Price (as indicated by Contractor in its completed Form PW-2 (Schedule of Prices), included with its Proposal), which shall also include any and travel-related expenses, calculated using the Fixed Hourly Rate, if applicable.

County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Priced, if applicable, for such Optional Services.

APPENDIX B
STATEMENT OF WORK
ATTACHMENTS

CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND

FOR
NEXT GENERATION MAINTENANCE MANAGEMENT SYSTEM (NEXTGEN
MMS)
MAXIMO UPGRADE AND SERVICES

JULY 2015

The following Attachments are attached to and form a part of the Statement of Work:

- ATTACHMENT 1: GLOSSARY OF TERMS
- ATTACHMENT 2: ASSET CLASS AND ASSET COUNTS SUMMARY
- ATTACHMENT 3: INITIAL PARTIAL LIST OF DPW USER REQUIREMENTS
- ATTACHMENT 4: LIST OF WORKSHOPS
- ATTACHMENT 5: LISTING OF APPLICATIONS EXISTING APPLICATION EXTENSIONS
AND TRIGGERS
- ATTACHMENT 6: DELIVERABLE ACCEPTANCE
- ATTACHMENT 7: SUMMARY OF EXISTING REPORTS

APPENDIX B
ATTACHMENT 1
GLOSSARY OF TERMS

1. GLOSSARY OF TERMS

The following words as used in the RFP, Contract and/or the Statement of Work shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

1.1 ACCEPTANCE

As used herein, the term “Acceptance” shall mean County's written approval of any tasks, subtasks, deliverables, goods, services and/or other work, including System Testing, provided by Contractor to County pursuant to this Agreement.

1.2 APPLICATION EXTENSIONS

As used herein, “Application Extensions” shall refer to Java Class File Extensions (customizations) developed by a vendor during the Department's 2009 migration from Maximo version 4 to IBM Maximo version 6.2.3, that are still in use at DPW and will need to be replaced by the Contractor using one or more standard IBM Maximo configuration tools. A listing and general description of these Application Extensions can be found in Attachment 5 (Existing Application Extensions and Triggers) to Appendix B (Statement of Work).

1.3 BASE CONTRACT

As used herein, the term “Base Contract” shall have the meaning specified in Paragraph 1.1 (Applicable Documents) of the Base Contract.

1.4 BEST PRACTICE

As used herein, the terms “best practice” and “Best Practice” shall mean and refer to a method or technique that has demonstrated results superior to those achieved with other means. A best practice may be industry-specific. In addition, a “best” practice can evolve to become better as improvements are discovered. Sometimes a general “best practice” is not applicable or is inappropriate for a particular organization’s needs. A key ability of a successful Contractor for this NextGen MMS Project when applying IBM Maximo best practices to DPW will be the ability to analyze and make the “best” practical recommendations that balance the unique needs of the Department and, specifically, of its individual maintenance divisions which use IBM Maximo with IBM Maximo practices that are commonly used elsewhere.

1.5 BUSINESS DAY

As used herein, the term “Business Day” shall mean Monday through Thursday, excluding County observed holidays.

1.6 BUSINESS INTELLIGENCE, BI

As used herein, the terms “Business Intelligence” and “BI” shall mean a set of techniques and tools for the transformation of raw data into meaningful and useful information for business analysis purposes. “BI” technologies are typically intended for handling large amounts of unstructured data to help identify, develop, and otherwise create new strategic business opportunities. The goal of BI is to allow for the easy interpretation of these large volumes of

data. Identifying new opportunities and implementing an effective strategy based on BI insights can provide an enterprise with an organizational advantage.

1.7 BUSINESS SUPPORT GROUP, BSG

As used herein, the terms “Business Support Group” and “BSG” shall mean a small team of DPW staff which serves as the steward of DPW’s MMS. BSG evaluates and manages the roll-outs of MMS software upgrades, provides user support and training, and develops operating and management reports based on MMS data, among other duties.

1.8 BOARD OF SUPERVISORS; BOARD

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

1.9 COMPREHENSIVE TESTING PLAN

As used herein, the term “Comprehensive Testing Plan” shall refer to a plan developed by the Contractor for all phases of product testing, and approved by the Department before actual testing begins. The Comprehensive Testing Plan will specify in detail the testing approach, methods, data, participants, and other elements required for successful complete system testing. Testing shall include the Maximo system, configurations, integrations, reports, screens, all Maximo add-ons including Spatial and the mobile MMS solution, and all other work needed to ensure the system as a whole and all of its parts conform to the approved specifications and meet all requirements, using appropriate DPW MMS and GIS data. The Comprehensive Testing Plan shall consist of four principal phases: Unit Testing, System Testing, User Acceptance Testing, and Performance Testing.

1.10 CONFIDENTIALITY AGREEMENT

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) to the Contract.

1.11 CONTRACT

As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtask, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents) of the Base Contract.

1.12 CONTRACT CITY

As used herein, the term “Contract City” shall mean and refer to any one of the 88 incorporated cities within the Los Angeles County, to which the Department will provide various public works services. such as pothole repair, bridge repairs, catch basin cleanout, traffic signal synchronization and timing, repairing and replacing downed traffic signals, replacing damaged street signs, pavement striping and others, pursuant to a County contract with such city.

1.13 CONTRACT SUM

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 4.1 under Paragraph 4 (Contract Sum) of the Base Contract.

1.14 CONTRACTOR

As used herein, the term “Contractor” shall mean the sole proprietor, partnership or corporation that has entered into a Contract with County to provide the NextGen MMS Solution and perform the Services.

1.15 CONTRACTOR’S ADMINISTRATION

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 6.1 (Contractor’s Administration) under Paragraph 6 (Administration of Contact – Contractor) of the Base Contract.

1.16 CONTRACTOR’S PROJECT MANAGER

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 6.2 (Contractor’s Project Manager) under Paragraph 6 (Administration of Contact – Contractor) of the Base Contract.

1.17 CORE TEAM, NEXTGEN MMS CORE TEAM

As used herein, the term “Core Team” shall refer to the NextGen MMS Core Team, which is composed of the Business Support Group, the County’s Project Manager, and two or more representatives from each of five DPW maintenance divisions (Flood Maintenance, Operational Services, Road Maintenance, Sewer Maintenance, and Waterworks). The Core Team is augmented as needed from time to time by certain Information Technology (IT) system administrators and system experts and other DPW staff identified by the County’s Project Manager.

1.18 COUNTY

As used herein, the term “County” shall mean the County of Los Angeles, California.

1.19 COUNTY MATERIALS

As used herein, the term “County Materials” shall have the meaning specified in Paragraph 58 (Proprietary Considerations) of the Base Contract.

1.20 COUNTY’S ADMINISTRATION

As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 5.1 (County’s Administration) under Paragraph 5 (Administration of Contact – County) of the Base Contract.

1.21 COUNTY’S PROJECT MANAGER

As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.3 (County’s Project Manager) of the Base Contract.

1.22 COTS

As used herein, the term “COTS” shall mean commercial off-the-shelf software.

1.23 DAY(S)

As used herein, the term “day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

1.24 DEFECT

As used herein, the term “Defect” shall mean a type of Deficiency that may be identified during testing, including System Testing. A Defect, whatever its cause, results in system failures, halts, restricted functionality, and/or non-critical errors. Defects are categorized by Severity Levels.

1.25 DEFICIENCY

As used herein, the term “Deficiency” shall mean and include, as applicable to any work provided by or on behalf of Contractor to County under this Contract: any malfunction, error, missing element, misconfiguration, or defect in the design, development, or implementation of work; any error or omission or deviation from the Required Services or mutually agreed upon industry standards, or any other malfunction or error including the provision of negligent workmanship, which results in the NextGen MMS Solution, in whole or in part, not performing in accordance with the provisions of this Contract, including the Statement of Work, as determined by the County’s Project Manager.

1.26 DELIVERABLES(S)

As used herein, the term “Deliverable(s)” and “deliverable(s)”, whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

1.27 DEPARTMENT; DPW

As used herein, the terms “Department” and “DPW” shall mean County’s Department of Public Works.

1.28 DIRECTOR

As used herein, the term “Director” shall mean and refer to the Director of County’s Department of Public Works.

1.29 DISCONNECTED

As used herein, the term “Disconnected” shall refer to the ability of a mobile MMS solution to fully function on a portable device without an active network connection.

1.30 DIVISION

As used herein, the term “Division” shall mean any one of the operating Divisions of the Department. There are over twenty five (25) Divisions in the Department. Examples include Aviation Division, Flood Maintenance Division, Environmental Programs Division, Road Maintenance Division, Water Resources Division and Sewer Maintenance Division.

1.31 DOCUMENT SHARING AND ISSUES TRACKING APPLICATION

As used herein, the term “Document Sharing and Issues Tracking Application” shall mean a computer database application used for storing and sharing in an organized and easily searchable manner Project-related draft and final documents, calendars, rosters, agendas, minutes, meeting and workshop notes, directories, task lists, discussion forums, Project Implementation Plan updates, Requirements Traceability Matrix updates, Project Change Requests, critical issues tracking lists, invoices, and other similar documents and files.

1.32 DPW ADMINISTRATION

As used herein, the term “DPW Administration” shall refer to one or more DPW senior management personnel typically at the Assistant Deputy Director level or higher and who have oversight responsibilities for MMS or asset management at DPW.

1.33 DRESS REHEARSAL

As used herein, the term “Dress Rehearsal” shall refer to performing all the steps necessary for a Go Live, but performing them in a suitable non-production environment. The purpose of the Dress Rehearsal is to verify that the Contractor and DPW staff have correctly identified and accounted for every step that must be performed to accomplish a successful Go Live and to perform tests adequate to verify that the hypothetical Go Live would be successful. The Dress Rehearsal is not a continuation of the testing phase; rather, it is the final “proof” of successful testing prior to Go Live. The end product of a successful Dress Rehearsal should be nearly indistinguishable from the system ready for full and successful use.

1.34 DRESS REHEARSAL CHECKLIST

As used herein, the term “Dress Rehearsal Checklist” shall mean an automated solution performed using one or more appropriate COTS applications and incorporating test scripts and ad-hoc tests from the User Acceptance Testing phase, used for part of the dress rehearsal testing.

1.35 DRESS REHEARSAL TASK LIST

As used herein, the term “Dress Rehearsal Task List” shall mean a sequenced list for the Dress Rehearsal to be used by the Contractor and appropriate DPW staff to list each task that must be performed to conduct a Dress Rehearsal, the order in which each task is to be performed, a time estimate for when each task will be performed, an estimate for how long each task will take, and a name or role for who is responsible for performing each task.

1.36 EFFECTIVE DATE

As used herein, the term “Effective Date” shall mean the date of execution of this Contract by County and Contractor.

1.37 EMERGENCY OPERATIONS CENTER; EOC

As used herein, the terms “Emergency Operations Center” and “EOC” shall mean a DPW facility located on the second floor of the DPW Headquarters Building in Alhambra, California, principally used for centralized coordination of emergency response activities performed by DPW.

1.38 EXISTING SYSTEMS

As used herein, the term “Existing System(s)” shall mean and refer to the Department’s currently existing and operational MMS, IBM Maximo version 6.2.3.

1.39 EXTENDED TERM

As used herein, the term “Extended Term” shall have the meaning specified in Paragraph 3 (Term of Contract) of the Base Contract.

1.40 FIELD CERTIFICATION FORM

As used herein, the term “Field Certification Form” shall mean a document prepared by an installation technician completing a successful Maximo system install and configuration in a system environment. At a minimum, such a form must identify the technician, the version of IBM Maximo and all add-ons and other software installed, the environment into which the install took place, and must also document the type of install (new, upgrade, etc.), the complete software environment (Websphere version, Oracle version, AIX version, etc.), the database size, user accounts and permissions, reporting tools, interfaces, integrations, configurations, Maximo components, initial administrator account names and passwords, environment names and URLs and JVMs, tuning performed, system settings, and any relevant comments or notes. The Form

must also include a system diagram identifying all servers by name, IP address, vendor/model, OS version, CPU (make/model/speed/processors/cores), memory, and server role.

1.41 FISCAL YEAR

As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

1.42 FIXED PRICE AMOUNT

As used herein, the term “Fixed Price Amount” shall mean the not-to-exceed amount specified in Exhibit B (Pricing Schedule) for the provision of Required Services by Contractor to County under the Contract in accordance with Exhibit A (Statement of Work).

1.43 GIS

As used herein, “GIS” shall refer to a geographic information system.

1.44 GO LIVE

As used herein, “Go Live” shall refer to the launch of the live production MMS resulting from the successful completion and delivery of all events, subtasks, tasks, and deliverables identified in the NextGen MMS Project Implementation Plan corresponding to Tasks 1 through 9 under the Statement of Work, including the work described in Section 2.10.1 (Dress Rehearsal) and 2.10.2 (Go Live).

1.45 GO LIVE CHECKLIST

As used herein, the term “Go Live Checklist” shall mean an automated solution performed using one or more appropriate COTS applications and incorporating test scripts and ad-hoc tests from the User Acceptance Testing phase, used for part of the Go Live testing, based upon the Dress Rehearsal Checklist.

1.46 GO LIVE TASK LIST

As used herein, the “Go Live Task List” shall mean a sequenced list describing activities the Contractor and appropriate DPW staff must conduct to perform the Go Live activity, based upon the Dress Rehearsal Checklist. The Go Live Task List describes each task that must be performed, the order in which each task is to be performed, a time estimate for when each task will be performed, an estimate for how long each task will take, and a name or role for who is responsible for performing each task.

1.47 IBM

As used herein, the term “IBM” shall mean and refer to International Business Machines, American company.

1.48 IC/ID

As used herein, the term “IC/ID” shall mean Illicit Connections and Illicit Discharges, and refers to a collection of programs and activities conducted by DPW to comply with the Federal Clean Water Act.

1.49 INITIAL ENVIRONMENT TECHNICAL SPECIFICATION DOCUMENT

As used herein, the term “Initial Environment Technical Specification Document” shall mean a document prepared by the Contractor that fully describes, specifies, and diagrams the proposed technical environments and configurations of the initial MAXDEV7 and MAXTEST7 environments.

1.50 INITIAL TERM

As used herein, the term “Initial Term” shall have the meaning specified in Paragraph 3 (Term of Contract) of the Base Contract.

1.51 IT

As used herein, the term “IT” shall mean and refer to Information Technology. When used in reference to DPW staff, it refers to staff assigned to one of the Information Technology Divisions (Information Technology Operations & Infrastructure or Information Technology Systems & Applications) in the Department.

1.52 LDAP

As used herein, the term “LDAP” stands for Lightweight Directory Access Protocol and is an open, vendor-neutral, industry standard application protocol used at DPW for accessing and maintaining distributed directory information services over an Internet Protocol (IP) network.

1.53 MAINTENANCE MANAGEMENT SYSTEM

As used herein, the term “Maintenance Management System” shall mean the Department’s general name for the enterprise database application it uses for work order and asset management tracking and other activities related to its maintenance of the County’s Public Works infrastructure assets. The Department’s current MMS uses IBM Maximo version 6.2.3.

1.54 MAXIMO VERSION 7; MOST CURRENT PROVEN VERSION OF MAXIMO

As used herein, the terms “Maximo Version 7” and “Most Current Proven Version of Maximo” shall mean and refer to the most up-to-date version of the IBM Maximo base product in general release and supported by IBM, recommended by the Contractor as most suitable to the NextGen MMS Project, and deemed appropriate by the Department for its use. It may be a later version of IBM Maximo than the version 7.6 that was current at the time of the release of the NextGen MMS RFP.

1.55 MAXIMUM FIXED PRICE

As used herein, the term “Maximum Fixed Price” shall mean a not-to-exceed amount to be paid by County to Contractor for Optional Services that may be provided by Contractor pursuant to an agreed upon Work Order upon County’s request therefor.

1.56 MIF

As used herein, the term “MIF” shall mean and refer to IBM’s Maximo Integration Framework, an application tool bundled with Maximo by IBM and used to integrate and exchange data between external applications and Maximo.

1.57 MMS; NEXTGEN MMS

As used herein, the terms “MMS” and “NextGen MMS” shall mean and refer to the Department’s Maintenance Management System(s).

1.58 MMS PROJECT

As used herein, the term “MMS Project” shall have the same meaning as “Project”.

1.59 MOBILE MMS SOLUTION

As used herein, the term “Mobile MMS Solution” shall mean and refer to any system, selected by the Department, that can provide useful access to the primary functions of the Department’s MMS on mobile devices such as smart phones, tablets, and laptops, usually but not necessarily

using one or more custom user interfaces, and capable of providing such mobile device access to MMS in an off-line or disconnected mode.

1.60 MOST CURRENT PROVEN VERSION OF MAXIMO

As used herein, the “most current proven version of Maximo” shall mean that most up-to-date version of Maximo released by IBM for general use and that is not known or suspected by DPW to have defects or deficiencies that might significantly impact DPW’s use of it in its production MMS.

1.61 NEXTGEN MMS PROJECT

As used herein, the term “NextGen MMS Project” shall have the same meaning as “Project”.

1.62 NEXTGEN MMS RFP

As used herein, the term “NextGen MMS RFP” shall have the same meaning as “Request for Proposals”.

1.63 NEXTGEN MMS SERVICES

As used herein, the term “NextGen MMS Services” shall have the same meaning as “Services”.

1.64 NEXTGEN MMS SOLUTION; SOLUTION

As used herein, the terms “NextGen MMS Solution” and “Solution” shall mean the NextGen MMS upgrade and other Services to be procured by County as a result of the NextGen MMS RFP.

1.65 NOTICE TO PROCEED

As used herein, the term “Notice to Proceed” shall mean a formal communication delivered in writing or via email from the County’s Project Manager to Contractor informing Contractor that County’s Board of Supervisors has approved the Contract for the NextGen MMS Project, that a fully executed Contract now exists and that the Department is instructing Contractor to begin fulfilling the terms of the Contract.

1.66 OOTB

As used herein, the term “OOTB” shall mean commercially available software installed according to standard, default or vendor-recommended settings, with no customizations; i.e., out-of-the-box.

1.67 OPTIONAL SERVICES

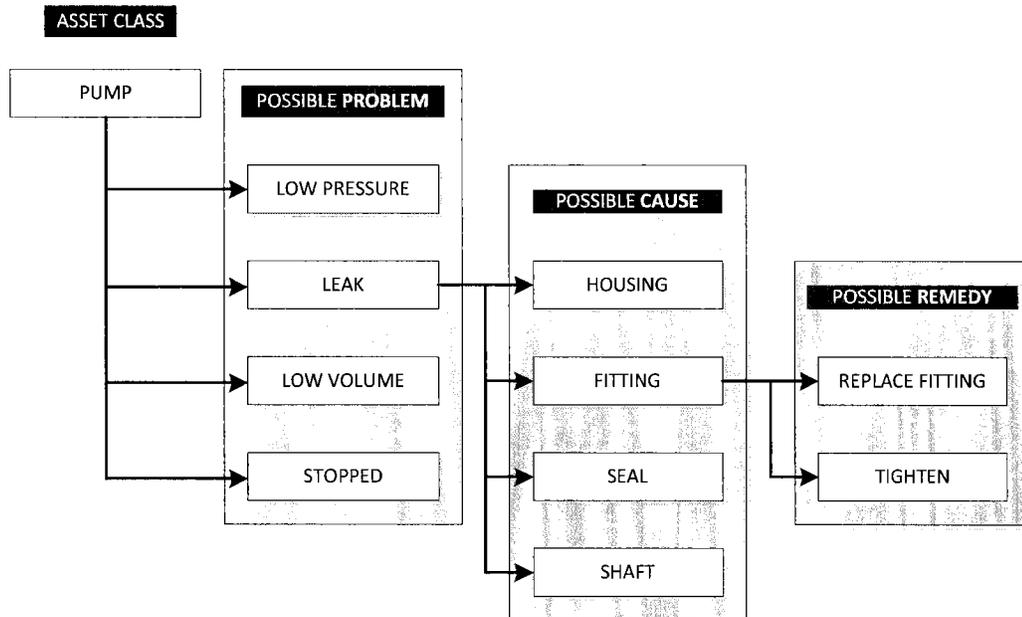
As used herein, the term “Optional Services” shall mean Services that may be provided by Contractor to County upon County’s request therefor and the parties’ agreement on a Work Order, including a Maximum Fixed Price on the quoted priced based on the rates specified on Exhibit B (Pricing Schedule).

1.68 ORGANIZATIONAL CHANGE MANAGEMENT PLAN

As used herein, the term “Organizational Change Management Plan” shall mean a plan developed by the County for encouraging acceptance by users of the new system. The plan focuses on ideas, tools, and actions aimed at gaining and maintaining organizational and user buy-in and sense of ownership for the new system.

1.69 PCR; PROBLEM-CAUSE-REMEDY FAILURE HIERARCHY

As used herein, the terms “PCR” and “PCR Failure Hierarchy” shall mean a set of data on problems, causes, and remedies for asset (equipment) and operating location failures. Groups of data called failure codes are linked in parent-child relationships to form a failure hierarchy. Each hierarchy is identified by its related asset class. There is a top-level category, or failure class (associated with an asset class), that has one or more levels of failure codes below it. The failure codes supported in Maximo are: Problem, Cause, and Remedy. Each failure code can have one or more child failure codes. As an illustrative but incomplete example and as depicted in the figure below, for an asset class of Pump, four *Problems* might be identified: Low Pressure, Leak, Low Volume, and Stopped. Examining just the Leak Problem, four *Causes* might be identified: Housing, Fitting, Seal, and Shaft. Then examining just the Fitting Cause, two *Remedies* might be identified: Replace Fitting and Tighten. If work orders for assets in the asset class of Pumps are tracked in Maximo and PCR hierarchies are used by repair technicians to identify the Problem, Cause, and Remedy for a large number of the work orders, then over time, useful root cause analyses can be performed and data-based predictive lifecycle management can be implemented, potentially leading to improved management of assets and reduced maintenance costs.



1.70 PERFORMANCE TESTING

As used herein, the term “Performance Testing” shall mean and refer to testing performed to determine how a system performs in terms of responsiveness and stability under various workloads and stresses.

1.71 POOL DOLLARS

As used herein, the term “Pool Dollars” shall mean the amount allocated under the Contract for the provision by Contractor of Optional Services as provided herein, all requested and approved by County in accordance with the terms of this Contract.

1.72 PM

As used herein, unless referring to a time (such as 1:00 PM), “PM” means Preventive Maintenance, and specifically refers to the PM module, functionalities, and capabilities of IBM Maximo.

1.73 POST GO LIVE SUPPORT

As used herein, the term “Post Go Live Support” shall mean the NextGen MMS Solution maintenance and support provided by Contractor immediately after the Go Live;

1.74 POST GO LIVE SUPPORT PERIOD

As used herein, the term “Post Go Live Support Period” shall mean a period of at least thirty consecutive (30) days, during which Contractor will be required to provide on-site Post Go Live support, as necessary, to correct any defects that are identified or that remain after Go Live, analyze and resolve support problems, configuration problems and business process issues, monitor system performance and perform and document additional system tuning as necessary for the NextGen MMS Solution to meet the requirements of the Contract, the SOW and any applicable documentation. The Post Go Live Support Period is not a part of the Warranty Period.

1.75 PRE-PRODUCTION ENVIRONMENT

As used herein, the term “Pre-Production Environment” shall refer to the computer application environment in which the MAXDEV7 and MAXTEST7 systems (separately or together) will be initially established. In addition to instances of IBM Maximo, it can include all supporting applications required for Maximo such as appropriate versions of IBM AIX, Oracle, Java Runtime Environment, Java Virtual Machines and Microsoft Windows.

1.76 PRICING SCHEDULE

As used herein, the term “Pricing Schedule” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule) to the Contract.

1.77 PRODUCTION ENVIRONMENT

As used herein, “Production Environment” refers to the computer application environment in which the MAXPROD7 system will be established and more generally refers to the system actually in productive use at DPW by users. In addition to IBM Maximo, it can include all supporting applications required for Maximo such as appropriate versions of IBM AIX, Oracle, Java Runtime Environment, Java Virtual Machines, and Microsoft Windows.

1.78 PROJECT

As used herein, the term “Project” shall mean and refer to the collected set of Tasks and other Services to be performed by the Contractor under this Contract designed by the Department to achieve the Project Objectives described in the Section 1.1 (Background and Objectives) of the RFP and in Section 1.2.6 (NextGen MMS Project Objectives) of the SOW.

1.79 PROJECT CONTROL DOCUMENTS; PCDS

As used herein, the terms “Project Control Documents” and “PCDs” shall mean refer to and include the two (2) documents, the Project Implementation Plan and the Requirements Traceability Matrix, which will be used throughout the Project by the Contractor and the Department to monitor the day-to-day progress and ensure the successful final implementation of the NextGen MMS Project.

1.80 PROJECT IMPLEMENTATION PLAN

As used herein, the term “Project Implementation Plan” shall mean one of the two (2) Project Control Documents used throughout the Project by the Contractor and the Department to monitor the day-to-day progress and ensure the successful final Project implementation. Contractor shall prepare and maintain the Project Implementation Plan, which shall use as its initial source document and be consistent with the proposed Contractor’s Project Schedule. The Project Implementation Plan must be complete with all activities and resources, including all outside resources and all DPW resources, required for successful Solution implementation. The resource allocation shall be presented in a manner such that it can be used by the Department to determine when and what DPW resources need to be committed to each phase of the Project.

1.81 PROJECT SCHEDULE

As used herein, the term “Project Schedule” is part of Contractor’s Proposal and is a plan delineating all activities, tasks, subtasks, phases, decision points, milestones, deliverables and responsibilities of Contractor and DPW management, users and technical personnel. The Project Schedule must be resource loaded and describe what resources, including required skill sets by Contractor’s staff, are needed for each task. The Project Schedule must show a complete sequence of tasks, phases and events from Notice to Proceed to the projected Project completion.

1.82 PROPOSAL

As used herein, the term “Proposal” shall mean the proposal document prepared and submitted by Contractor in its response to the Department’s NextGen MMS RFP, including any exceptions or alternatives to the Statement of Work, if any, proposed by Contractor and accepted by the County during the negotiations and selection of the Contractor’s proposal.

1.83 REQUEST FOR PROPOSALS; RFP

As used herein, the terms “Request for Proposals” and “RFP” shall mean and refer to the County Request for Proposals for NextGen Maintenance Management System (NextGen MMS) Maximo Upgrade and Services, RFP No. 2015-IT011, as a result of which Contractor was selected to provide Services hereunder.

1.84 REQUIRED SERVICES

As used herein, the term “Required Services” shall mean the Services relating to the NextGen MMS Solution upgrade provided by Contractor under the Contract pursuant to the Statement of Work, including implementation and testing.

1.85 REQUIREMENTS TRACEABILITY MATRIX

As used herein, the term “Projects Requirements Traceability Matrix” shall refer to a document in an organized and easily searchable format that records in a tabular or other appropriate form the path each NextGen MMS Project system requirement takes from the initial requirement statement (and its source) through to implementation. Sources for these system requirements will include but may not be limited to this Statement of Work (including all its attachments) and the Workshops. The Requirements Traceability Matrix is the second of the two (2) key Project Control Documents (the other being the Project Implementation Plan) and will be used for ensuring that all NextGen MMS Project requirements are met.

1.86 SDE; SPATIAL DATABASE ENGINE

As used herein, the terms “SDE” and “Spatial Database Engine” shall mean, in relation to the ESRI ArcGIS application used at the Department of Public Works, the centralized server-

software system used to enable a relational database system for spatial data so that it can be used as part of a geodatabase. The SDE is also sometimes referred to as an organized collection of feature classes.

1.87 SERVICES

As used herein, the term “Services” shall mean and include the consulting services relating to the NextGen MMS Solution to be provided by Contractor during the term of, and pursuant to, the Contract, as described in Exhibit A (Statement of Work) including Required Services and Optional Services.

1.88 SEVERITY; SEVERITY LEVEL

As used herein, the terms “Severity” and “Severity Level” shall mean the level of severity of a Defect. Defects are categorized by Severity Level as follows:

- a) Severity 1: System failure, no further processing is reasonably feasible. Complete lack of a critical application’s availability, results, functionality, performance, or usability. No work-arounds are available.
- b) Severity 2: System halt, unable to proceed with a key function in unit or system. Significant impact to performance load. Key functionality and/or converted data is incorrect. Manageable work-arounds are available.
- c) Severity 3: Restricted functional capability, however processing can continue and unit or system is usable to a high degree. There may be a negative but acceptable impact on system performance. Non-critical functionality and/or non-critical converted data is incorrect. Manageable work-arounds are available.
- d) Severity 4: Minor cosmetic error. For example: usability, screen, or report errors that do not materially affect readability, quality, or correctness of function, intended use, displayed information or results.

1.89 SOFTWARE AS A SERVICE; SAAS

As used herein, the terms “Software as a Service” and “SaaS” shall mean and refer to a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted by a SaaS provider external to the customer. SaaS is typically accessed by the organization’s users using a web browser. SaaS has the potential to reduce IT support costs by outsourcing hardware and software maintenance and support to the SaaS provider. SaaS is considered to be an aspect of cloud computing. SaaS solutions normally utilize a multi-tenant architecture, in which the application serves multiple businesses and users, and partitions its data accordingly. With this model, a single version of the application, with a single configuration (hardware, network, operating system), is used for all of the SaaS provider’s customers (“tenants”). Multi-tenant architectures usually limit customization of applications for large clients, inhibiting SaaS applications from being used in some scenarios. Additionally, some business applications require access to or integration with customer’s current data. Integrating such data with remotely hosted software can be costly or risky, or can conflict with data governance regulations.

1.90 SPECIFICATIONS DOCUMENTS

As used herein, the term “Specifications Documents” shall refer to a collection of separate documents to be prepared by Contractor which must identify every individual system requirement and describe in detail how each requirement will be met and implemented. Where appropriate, the Specifications Documents must also describe how to transition from the current

system to the new system and shall also include unit testing and/or system testing requirements, as applicable. Contractor shall prepare these documents based on requirements listed in the Statement of Work (including all its attachments), the findings and results of the Workshops and any additional work or research Contractor may be required to perform in order to ensure the requirements of this NextGen MMS Project are successfully met. The major categories of the Specifications Documents are listed in Section 2.4.5 (Specification Documents) of Appendix B (Statement of Work).

1.91 SSO

As used herein, the term “SSO” shall refer to Single Sign-On, a property of access control of multiple related, but independent software systems. With this property a user logs in once and gains access to all systems without being prompted to log in again at each of them.

1.92 STATE

As used herein, the term “State” shall mean the State of California, USA.

1.93 STATEMENT OF WORK; SCOPE OF WORK; SOW

As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall mean and refer to the tasks, subtasks, deliverables, goods, services and other work set forth in Appendix B (Statement of Work) to the RFP, including all Attachments thereto.

1.94 SUBJECT MATTER EXPERT, SME

As used herein, the term “Subject Matter Expert” shall mean a consultant with significant experience in and able to provide industry-specific Maximo Best Practices applicable to Waterworks, Sewer Maintenance, Road Maintenance/Traffic Operations, Flood Control and Facilities/Building Maintenance Operations as needed to best implement the Department’s requirements.

1.95 SYSTEM ACCEPTANCE CERTIFICATE

As used herein, “System Acceptance Certificate” shall have the meaning specified in Section 3.2 (System Acceptance Certificate) of Appendix B (Statement of Work).

1.96 SYSTEM REQUIREMENTS

As used herein, the term “System Requirements” shall mean business, functional and technical requirements for the NextGen MMS Solution to be developed and/or updated by Contractor under this Contract.

1.97 SYSTEM TESTING

As used herein, the term “System Testing” shall mean a scripted process in which the Contractor uses Test Scripts to test the operation of the system as a whole, rather than as component parts as will have been done in the Unit Testing phase.

1.98 TEST SCRIPTS

As used herein, the term “Test Script” shall mean a detailed step-by-step instruction list for a tester to follow to verify that the system can correctly accomplish the intended objective(s). A test script describes keyboard and mouse actions and display screen interactions. Test scripts shall allow the tester to follow every relevant option and/or decision tree branch to its conclusion.

1.99 TASK(S)

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Appendix B (Statement of Work) and any applicable Work Order.

1.100 TRAFFIC MANAGEMENT CENTER

As used herein, the term “Traffic Management Center” shall mean and refer to a DPW facility located on the first floor of the Annex Building adjacent to the DPW Headquarters Building in Alhambra, California, principally used for centralized coordination of traffic signals in large areas of the County.

1.101 UNIT TESTING

As used herein, the term “Unit Testing” shall mean to conduct tests of the system’s component parts as they are developed, and shall include at a minimum all applicable unit-level tests described in each of the Specification Documents, and shall test all system configurations, integrations, reports, and add-ons (including the Mobile MMS Solution and the Spatial implementation) to ensure each unit operates as intended.

1.102 USE CASE

In general, a use case is a list of steps, possibly in the form of a flow chart, typically defining interactions between a role and a system, to achieve a goal. As used herein, the term “Use Case” shall mean and refer to a document describing a work process at DPW that is typically performed in MMS, such as performing catch basin maintenance, scheduling and carrying out a preventive maintenance routine, adding a new asset to the system, or processing a service request from the public.

1.103 USER ACCEPTANCE TESTING

As used herein, the term “User Acceptance Testing” shall have a meaning similar to System Testing, except that it is performed by DPW staff and may also, at staff’s option, include ad-hoc tests of their own design, as long as the tests performed relate to functions supporting the business needs of the Department, and as long as any ad-hoc test failures are documented, reproducible, categorized by severity and reported to Contractor and to County’s Project Manager.

1.104 WARRANTY SUPPORT; WARRANTY PERIOD

As used herein, the terms “Warranty Support” and “Warranty Period” shall have the meaning specified in Paragraph 56 (Warranties) of the Base Contract.

1.105 WORKSHOP

As used herein, unless otherwise noted, the term “Workshop” shall have the meaning specified in Section 2.4.3 (Workshops) of Appendix B (Statement of Work).

1.106 WORK ORDER

As used herein, the term “Work Order” shall mean the agreed upon terms of any component of Optional Services to be provided by Contractor to County pursuant to the Contract.

APPENDIX B
ATTACHMENT 2
ASSET CLASS AND ASSET COUNTS SUMMARY
(from Background – Current Maximo Use At The Department)

The initial letter of the name of each Asset Class is an internal identifier as to which Division or Group or Section in the Department is responsible for that Asset Class. For example, H SIGNAL is a traffic signal asset class maintained by Operation Services Division, Traffic Operations and Engineering Section.

- A = Aviation Division
- B = Building Maintenance, part of Operation Services Division (OSD)
- C = Common assets shared among multiple Divisions, generally maintained by OSD
- D = Water Resources Division, but assets usually maintained by Flood Maintenance Division
- F = Flood Maintenance Division
- H = Traffic Operations and Engineering Section, part of OSD
- P = Programs Development Division, but assets usually maintained by Road Maintenance Division
- R = Road Maintenance Division
- S = Sewer Maintenance Division
- W = Waterworks Division

<u>ASSET CLASS</u>	<u>DESCRIPTION</u>	<u>NUMBER OF ASSETS</u>
AVIPAVE	AIRPORT PAVEMENT	180
B3WMXVAL	3 Way Mixing Valve	14
BAC	Air Conditioners	20
BAHFAN	Air Handler Fan	11
BAHFLTR	Air Handler Intake Filter	9
BAIRCOMP	Air Compressor	7
BAIRDRY	Air Dryers	2
BAIRHAND	Air Handlers	11
BANGDRIV	Angle Drive	2
BBOILER	Boilers	3
BBOOSTPM	Booster Pump	1
BCHILLER	Chillers	2
BCIRCPMP	Circulating Pump	4
BCLDCOIL	Cold Coil	8
BCLDDAMP	Cold Damper	3
BCLNGTWR	Cooling Towers	3
BCONDMPMP	Condenser Water Pump	2
BCTBASIN	Cooling Tower Basin	2
BCTFAN	Cooling Tower Fan	2
BCTFILL	Cooling Tower Fill	2
BCTFILTR	Cooling Tower Filter	1
BCTSTRN	Cooling Tower Screen / Strainer	1
BDRAINS	Building Drains	24
BDRNKFTN	Drinking Fountain	33
BECODMPR	Economizing Damper	4
BELDAMPR	Electric Damper	88
BELEQUIP	Electrical Equipment	103
BEMERGEN	Emergency Power Generator	3
BENGCTRL	Building Energy Mgmt Controls (NOVAR)	53
BEQUIP	Equipment	12
BEXHFANS	Exhaust Fan	14
BFIREEXT	Fire Extinguisher	6
BFPUMP	Fire Sprinkler Pump	2

BFREEZE	Freezer	1
BHOTCOIL	Hot Coil	7
BHOTDAMP	Hot Damper	3
BHUMID	Dehumidifier/Humidifier	1
BHVAC	HVAC System	811
BHWTRPMP	Hot Water Pump	4
BICE	Ice Machines	3
BMBDDCV	Mixing Box - Dual Duct Constant Volume	384
BMBDDVAV	Mixing Box - Dual Duct Variable Air Volume	44
BMBVAV	Mixing Box - Variable Air Volume	42
BMOTOR	Motors	70
BOSADAMP	Outside Air Damper	5
BOSAFAN	Outside Air Fan	5
BPCHWP	Primary Chilled Water Pump	2
BPKGUNIT	Package Units	6
BPNDAMPR	Pneumatic Damper	4
BPUMP	Pumps	1
BREFRIG	Refrigerators	7
BRELFAN	Relief Fan	8
BSCHWP	Secondary Chilled Water Pump	2
BSDPMP	Storm Water Pump	3
BSENSOR	Sensor	44
BSFAN	Supply Fan	1
BSMOKFAN	Smoke Exhaust Fan	2
BSMRTLOC	Smart/programmable Lock with Access Control on select doors, gates, etc.	36
BSTEAMER	Food Steamers	12
BSWRPUMP	Sewer Pump	2
BTANK	Tanks	1
BTSTAT	Thermostat	483
BVFD	Variable Frequency Drive	13
BWATTREA	Process Water Treatment	4
BWTRHTR	Water Heaters	4
CAC	COMMON AIR CONDITIONING	4
CBKFLOW	COMMON BACKFLOW DEVICES	393
CBLDG	COMMON BUILDINGS	1,756
CEQUIP	GENERAL EQUIPMENT INVENTORY	1,412
CFUELTN	COMMON FUEL TANKS	56
CHEAT	COMMON HEATERS	31
CKEYS	COMMON KEYS AND LOCKS	5
CMECHEQ	COMMON MECHANICAL EQUIPMENT	1
CMETER	COMMON METER	121
CTRASH	COMMON TRASHCAN	88
CYARDS	COMMON PUBLIC WORKS SITES AND YARDS	72
DBLOWOFF	DISTRIBUTION PIPE BLOWOFF STATION	80
DFITTING	DISTRIBUTION PIPE FITTING	81
DINFCD	INJECTION WELL CASING	268
DINHEAD	INJECTION WELL HEAD	268
DINPROJ	INJECTION WELL PROJECT	192
DINVAULT	INJECTION WELL VAULT	192
DMETER	DISTRIBUTION PIPE METER	4
DMHOLE	DISTRIBUTION PIPE MANHOLE	15
DOBFCD	OBSERVATION WELL CASING	989
DOBPROJ	OBSERVATION WELL PROJECT	613
DOBVAULT	OBSERVATION WELL VAULT	613
DPIPE	DISTRIBUTION PIPE	214
DPOther	DISTRIBUTION PIPE OTHER ITEM	10
DPRV	PRESSURE REDUCTION VAULT	5
DVALVE	DISTRIBUTION PIPE VALVE	138
FBARPROJ	FLOOD BARRIER PROJECTS	42

FBOOM	FLOOD DEBRIS BOOMS AND DEBRIS NETS	5
FBRIDGE	BRIDGE OVER FLOOD CONTROL ASSET	1
FCB	FLOOD CATCH BASINS	22,150
FCDS	FLOOD CDS UNITS	92
FCHANNEL	FLOOD CHANNELS	662
FCONN	FLOOD DRAIN CONNECTIONS	138,962
FCRIBDAM	FLOOD CRIB DAMS	181
FDAM	FLOOD DAMS	15
FDBASIN	FLOOD DEBRIS BASINS	172
FDRI	FLOOD DEBRIS RETAINING INLETS	333
FDTBASIN	FLOOD DETENTION / RETENTION BASINS	33
FDWD	FLOOD DRY WEATHER DIVERSIONS	29
FFIRESTR	FLOOD FIRE STRUCTURES	46
FGAGESTA	FLOOD STREAM GAGING STATIONS	75
FMBNKMNT	FLOOD EMBANKMENT	84
FMECHEQP	FLOOD MECHANICAL EQUIPMENT	1,457
FOBWELL	FLOOD OBSERVATION WELL	25
FPMPLNT	FLOOD PUMP PLANTS	68
FPUMP	FLOOD PUMPS	117
FSPRDGRD	FLOOD SPREADING GROUNDS	27
FSPS	FLOOD SEDIMENT PLACEMENT SITES	36
FSTDRAIN	FLOOD STORM DRAINS	6,802
FSTRMCPT	STORMCEPTOR UNITS	1
FVALVE	FLOOD VALVES	105
FWATANK	FLOOD WATER TANKS	20
FWQBASIN	FLOOD WATER QUALITY BASINS	3
HBRLITE	HIGHWAY BRIDGE LIGHTS	19
HCRBPNT	CURB PAINT	1,471
HCURBRED	RED CURB PAINT	20,017
HGUIDE	Guide Markers	1
HHSL	HIGHWAY SAFETY LIGHTS	115
HILLSGN	ILLUMINATED SIGNS	9
HITS	INTELLIGENT TRANSPORTATION SYSTEMS	58
HITSCOMM	ITS COMMUNICATIONS	1
HMARK	STREET MARKINGS	37,092
HPEDOV	PEDESTRIAN OVERCROSSING LIGHTS	15
HPEDTUNL	PEDESTRIAN TUNNEL LIGHTS	4
HPKLOT	PARKING LOT LIGHTS	7
HPMPHSE	PUMP HOUSE LIGHTS	22
HRPM	RAISED PAVEMENT MARKERS	3,589
HSIGN	TRAFFIC SIGNS	128,196
HSIGNAL	TRAFFIC SIGNALS	1,983
HSNS	STREET NAME SIGNS	69,667
HSOFFIT	SOFFIT LIGHTING	56
HSTLITE	STREET LIGHTING	919
HSTRIP	STREET STRIPING	10,180
HTRANS	OPS TRANSPORTATION UNIT	1
HTUNNEL	HIGHWAY TUNNEL LIGHTS	10
PBPATH	BIKE PATHS	293
RBASIN	ROAD BASINS (DBAA - Drainage Benefit Assessment Area)	11
RBRIDGE	BRIDGES AND STRUCTURES	1,732
RCURB	ROAD CURBS	1
RDCODE	ROAD CODES	39,502
RDRAINS	ROAD DRAINS	7,688
RGUARD	ROAD GUARDRAILS	617
RMEDIAN	ROAD MEDIANS	177
RPEP	PARKWAY EROSION PROTECTOR	376

RRAMPS	ROAD CURB RAMPS	41
RSWEEPER	ROAD SWEEPER	5,696
RTREES	STREET TREES	169,317
RWALK	ROAD MISSING SIDEWALK	738
RWALL	ROAD WALLS	89
RXGUTTER	ROAD CROSS GUTTERS	1
SBLOWER	SEWER BLOWERS	93
SCOMPR	SEWER COMPRESSORS	90
SGNRTR	SEWER GENERATORS	25
SLINES	SEWER LINES	112,563
SMCLIENTS	SEWER FACILITIES (MAINTAINED FOR OTHER AGENCIES)	21
SMHOLE	SEWER MANHOLES	110,963
SMOTORS	SEWER MOTORS	314
SPERLINE	SEWER LINE PERIODICS	3,482
SPUMPS	SEWER PUMPS	320
SPUMPSTA	SEWER PUMPING STATIONS	162
SSPHN	SEWER LINE SIPHONS	132
SWTPEQP	SM TREATMENT PLANT EQUIPMENT	3
SWTPLANT	WASTEWATER TREATMENT PLANTS	4
WCHLOR	WATERWORKS CHLORINATION STATIONS	25
WCOMPR	WATERWORKS COMPRESSORS	3
WFLUSH	WATERWORKS FLUSHOUTS	29
WGNRTR	WATERWORKS GENERATORS	5
WHYDRANTS	WATER HYDRANTS	7
WINTRCON	WATERWORKS INTERCONNECTIONS	25
WLINES	WATER LINES	162
WMETERS	WATER METERS	139,320
WPUMPS	WATER PUMPS	154
WPUMPSTA	WATERWORKS PUMP STATIONS	69
WREGSTA	WATERWORKS REGULATING STATIONS	87
WSAMPLE	WATERWORKS SAMPLING STATIONS	61
WTANKS	WATERWORKS WATER TANKS	117
WVALVES	WATERWORKS WATER VALVES	16,111
WWELLS	WATERWORKS WELLS	65

Total = 1,065,934

APPENDIX B
ATTACHMENT 3
INITIAL PARTIAL LIST OF DPW USER REQUIREMENTS
(from Design Phase – Initial Partial DPW User Requirements)

This partial list of user requirements is a distillation of the results of a series of workshops conducted in 2013 with representatives of the five maintenance divisions. This list is provided principally to communicate the depth and variety of user requirements and to document specific items or issues known by users that, if possible, should be addressed or corrected as part of the upgrade project. This is not a complete or exhaustive list of system requirements. The Department understands that (a) some of these user requirements may be completely met with out-of-the-box native functionality of the most current version of Maximo, and (b) a very few of these user requirements may not be feasible and will not become an actual Contract requirement upon recommendation of the Contractor and concurrence of the County’s Project Manager with the advice of the Core Team. For user requirements listed below that fall under either (a) or (b), the Contractor shall document the determination in an appropriate Specifications Document.

Requirements that specifically state “Assess...” in the “Short Description” column (for example, PW-002 and PW-018) call for the Contractor to work with appropriate DPW staff to investigate the issue/item/function, assess and document one or more possible solutions, and provide a detailed recommended solution (including a supporting discussion) with a cost and time estimate.

This list may be useful in preparing an initial draft of the Requirements Traceability Matrix and in preparing initial discussion lists for the workshops.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-001	n/a	Standard Maximo 7.x base application and add-on application functionality	All standard functionality available in the version of Maximo 7.x to be implemented at the Department, including standard functionality available in all add-ons that are included in this Project, such as but not limited to Maximo Spatial, should be available as appropriate to the Department’s needs. Nothing in the requirements listed herein should be interpreted as limiting the features or capabilities of Maximo that the Department requires, unless the limitation is specifically listed.
PW-002	ASSIGNMENT MANAGER	Investigation into replacing Road Maintenance Division Scheduling Application w/ Maximo Scheduler	Road Maintenance’s current stand-alone scheduling system allows its crews to enter daily and monthly maintenance crew schedules. NOTE: Maximo’s Scheduler capability has been previously dismissed by the Road Maintenance Division due to the effort to maintain the Maximo required data.
PW-003	ASSIGNMENT MANAGER	Simplify Weekly Schedule Process using Maximo’s Assignment Manager	Currently, the weekly schedule process is cumbersome and time-consuming. Based upon the Department’s review of the built-in Assignment Manager, the Core Team believes that the Assignment Manager will suit our needs.
PW-004	CONFIGURATIONS / SCRIPTING	Allow the administrator to set the field tab order (how the cursor moves from one field to the next upon pressing the <TAB> key) in the Work Order and Asset apps	Tab key navigation is too difficult to use in our current version 6 for two reasons: 1. The user has to wait until he or she gets a “blinking cursor” before the tab function works. 2. The field tab order is not set to Division preference on any of the Work Order or Assets screens.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-005	CONFIGURATIONS / SCRIPTING	Change Maximo's LDAP configuration and set up SSO	The current LDAP implementation at the Department established by IBM for Maximo requires that user accounts and security groups be managed by the DPW server group. The Department would like this changed in the upgrade so the Business Support Group can manage user and security accounts without having access to LDAP system administration. 1. Provide guidance/"best practices" on differences between LDAP and SSO. 2. Provide instruction on configuring Maximo and relevant systems for LDAP and/or SSO
PW-006	CONFIGURATIONS / SCRIPTING	Allow user the choice to copy or not copy Asset Specification Attribute Values to New Asset	When an existing asset is copied to create a new one, Maximo copies the asset's specification attribute names and the attribute values for the new asset. The Department would like the user to be able to select whether attribute values are copied or not via a dialog box, check box, or functionally equivalent method.
PW-007	CONFIGURATIONS / SCRIPTING	Data Validation upon keyboard data entry	Data quality and field validation improvements are needed across several Maximo modules.
PW-008	CONFIGURATIONS / SCRIPTING	Efficient Method for the Dispatch Team to Receive and Utilize Field Crew Schedules	Currently, the various divisions send Dispatch a hardcopy list of crews that are scheduled for the current date. These are sent to Dispatch either in paper form or by fax each morning. These crew lists are kept in a stack and when a job comes in for that division, the dispatcher sorts through the stack and finds the right crew for that division and work location. Dispatch then assigns the work to that crew. Dispatch could use an electronic method of receiving these crew assignment lists and efficiently utilizing them in Maximo.
PW-009	CONFIGURATIONS / SCRIPTING	Search by Person vs. Employee Number	The Department requires the capability to search on the employee name instead of the employee number in any Maximo module having that capability. Currently the employee number is used as the unique identifier for Person and Labor records since several employees have the same or similar names.
PW-010	CONFIGURATIONS / SCRIPTING	Asset Specification Tab Attribute Sequencing (Ordering of Attributes)	Attribute sequencing capability is required. In Maximo 6.2.3 when new attributes are added to the list on the Specifications tab and sequence numbers are appropriately adjusted, the new attributes get added to the list in the intended order. The Department requires that this functionality also be present in the new system.
PW-011	CONFIGURATIONS / SCRIPTING	Streamlined employee look-up (i.e., show only applicable employees on the pull down list; not all Department employees)	This may possibly be set up via Conditional Expressions.
PW-012	DIVISION-SPECIFIC	Dedicated Flood Maintenance Division Request for Service (RFS) Screen	This is one of the approximately 25 custom new work order and related screens anticipated under this Contract; this one is for Flood Maintenance Division.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-013	DIVISION-SPECIFIC	Develop individualized screens (work order, assets, etc., as needed) for different work groups in each of the Divisions, based on each group's needs	This refers to the approximately 25 separate work order and other screen designs for the desktop: on average five each for the five principal maintenance divisions, as discussed in 2.4.5(m) of this SOW.
PW-014	DIVISION-SPECIFIC	Have Division-specific (and ideally work group-specific) value lists	Require all appropriate pull down lists to be pertinent to the division. Cluttering the screens and lists with data from other divisions leads to data input errors and makes the system less intuitive. This may possibly be set up via Conditional Expressions.
PW-015	DMS AND ATTACHED DOCUMENTS	Integration with Document Management System (DMS); review the Department's document management process relative to Maximo, specifically the DPW DMS based currently on FileNet and planned to eventually be replaced by SharePoint	Road Maintenance Division believes that the DMS should be the primary source for linked documents and the creation of new linked documents in Maximo should only be used for documents that need not exist on the DMS. Waterworks requires not only the capability of selecting a record from DMS and attaching it to a work order or asset in Maximo, but also the ability of attaching all forms of electronic files including but not limited to images, video, emails, PDF files, Word/Excel documents, etc. Flood Maintenance Division requires an easy to use method of attaching all forms of electronic files (pictures, video, emails, Word files, PDF files, etc...) to assets and work orders. Contractor needs to develop/provide a Best Practice for choosing between Maximo's "Attached Documents" feature and the external DMS. An interface between DMS and Maximo is required.
PW-016	DMS AND ATTACHED DOCUMENTS	Method for Linking Sewer Videos, Photos, and Reports to Maximo work orders	Sewer Maintenance Division captures approximately 5,000 large videos per year of sewer lines, as well as creating reports, as part of their ongoing Condition Assessment Program. These items are currently stored in an application outside of Maximo. Sewer Maintenance Division would like to link video(s), photo(s), and/or PDF report(s) from its review of the data captured during the Condition Assessment to work orders generated in Maximo.
PW-017	DMS AND ATTACHED DOCUMENTS	Use Security Permissions to restrict deletion of links to documents	Most users in Maximo now have the capability to delete a linked document from a Maximo record. Road Maintenance Division believes that this security grant should be given out sparingly because a number of problems can be created by deleting such a link.
PW-018	ECAPS INTEGRATION (TIME, MATERIALS, ETC.)	Assess additional Electronic County Accounting and Purchasing System (eCAPS) interface opportunities beyond those described below in PW-019	Explore how inventory and purchasing capabilities in Maximo could work automatically / hand-in-hand with those in eCAPS. A careful evaluation by the Contractor of the business processes and the value of using Maximo for some or all of these processes is required prior to identifying specific solution methods.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-019	ECAPS INTEGRATION (TIME, MATERIALS, ETC.)	Enter Actual Time and Equipment Mileage/Hours and Look Up Inventory Availability and Assign Materials in Maximo	<p>Road Maintenance Division, Operational Services Division, Sewer Maintenance Division, and Flood Maintenance Division all require the ability to enter timesheet data directly into Maximo and have Maximo interface with the County’s eCAPS TIMEI timesheet application to enter the data from Maximo into TIMEI, while still providing for the required management timesheet review/approval process. The Maximo-TIMEI system implemented at the L.A. County Sheriff Department and approved by the County Auditor-Controller may be able to be used for this, possibly with some minor changes and configuration. The system should include an interface with the DPW Leave Request System (a web-based in-house app).</p> <p>Similarly, the Maximo-eCAPS interface must support equipment mileage/hours to be entered into Maximo, reviewed and approved, and transferred to eCAPS.</p> <p>The extent of the interface needed between Maximo and the eCAPS Material and Inventory modules must be determined with the Contractor in one or more workshops as part of the project. However, the following is known:</p> <ol style="list-style-type: none"> 1. Integration should enable the maintenance person to determine whether the material is in stock from within Maximo. 2. A material planning process needs to be established as material data is kept in eCAPS and maintenance personnel do not have access to this data while performing their maintenance work. 3. One-way integration to eCAPS is required to bring the eCAPS Item Master list information regarding inventory balances to Maximo (perhaps as often as 2-3 times per day). 4. Two-way integration to eCAPS may be required. This could transfer material reservations that would be created in Maximo to the warehouse eCAPS users. Maximo might also transfer “pick lists” over to eCAPS.
PW-020	FAILURE HIERARCHIES	Develop Failure Hierarchies (Problem-Cause-Remedy) to support future failure analysis	Failure reporting with Problem, Cause, and Remedy is needed. DPW does not currently capture data regarding failure of key assets. Related to this: the Department’s existing use of “Failure Code” to identify asset class may need to be re-evaluated and revised. Industry specific and possibly asset type specific PCR tables are required from the Contractor.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-021	FUTURE STATE	Custom Work Order report based on Work Type	<p>Flood Maintenance Division would like to have a different version of the work order report that is unique for the type of work that is being done on the work order. Most of the fields on the work order would be the same, but the intent is to capture the different metrics that exist for the major types of work that Flood Maintenance Division does from day to day. The main examples of this are shown below:</p> <ul style="list-style-type: none"> • Inspections (no metrics required) • Catch basin clearance <ul style="list-style-type: none"> o Tons of debris removed o Cubic yards of debris removed • Right of way clearance <ul style="list-style-type: none"> o Tons of debris removed • Soft bottom clearance <ul style="list-style-type: none"> o Tons of debris removed • Fence repair <ul style="list-style-type: none"> o Linear feet installed • Weed spraying <ul style="list-style-type: none"> o Acres sprayed o Gallons of weed spray applied
PW-022	FUTURE STATE	Future State AMC Deficiency Processes	<p>Per Flood Maintenance Division:</p> <ul style="list-style-type: none"> 10.12.1 Need for Automatic Pre-population of Child WO Fields 10.12.2 Need for Automatic Check of WO Fields 10.12.3 Need for Automatic Attachment of a Photo to a Work Order 10.12.4 Need for Classification of WOs by Type of Work
PW-023	FUTURE STATE	Future State Channel Inspection Processes	<p>Per Flood Maintenance Division:</p> <ul style="list-style-type: none"> 10.11.1 Need to Track Meter Readings 10.11.2 Need to List Documented Connections 10.11.3 Need for Work Order Checklists 10.11.4 Need for an Electronic “Grey Sheet” 10.11.5 Need for Connection Query by Status 10.11.6 Need for Automatic Memorandum Generation
PW-024	FUTURE STATE	Future State PM Processes	<p>Per Flood Maintenance Division:</p> <ul style="list-style-type: none"> 10.13.1 Need for Reassignment Notification 10.13.2 Requirement for PM Number to be displayed on Both Parent WOs and Child WOs 10.13.3 Need for Electronic Map and Picture of Facility 10.13.4 Requirement for Crew Daily Report to be generated by Maximo 10.13.5 Requirement for Pictures to Auto-Attach to WOs 10.13.6 Required Fields 10.13.7 Need for Integration to eCAPS for Actual Hours 10.13.8 Automatic Generation of WO Report at Closure

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-025	GIS / SPATIAL	Ability to see all assets on a road code (specifically assets from non-road divisions)	The Department wants to be able to “see” all assets that “share” the same alignment as a road segment asset. These assets could include trees, traffic signs and signals, sewer lines, flood control drain lines, and others. Although assets like traffic signs and Road Maintenance Division-maintained trees that are explicitly linked to the road segment’s corresponding Location record (aka “road code” or Road Central Data Base (RCDB) record) already can be easily viewed from the Location record, other assets types (such as underground lines) that share the same physical alignment are not referenced on the RCDB Location record. In order to “see” these assets, appropriately configured GIS functionality is required.
PW-026	GIS / SPATIAL	GIS Integration, with special attention to incorporating “Road Codes” and other RCDB-related assets and locations into a GIS-centric Maximo implementation	Reconciling, relating, and maximizing the effectiveness and utility of GIS Data and MMS Location / Asset Data as it pertains to the RCDB.
PW-027	GIS / SPATIAL	Traffic Signal Maintenance Application - replacement opportunity	Traffic Signal Maintenance Application is a potential for replacement by Maximo. This application would potentially be redundant once the Maximo Spatial Asset Manager is implemented. The GIS view would be available from within Maximo and the cities could have access to service requests to make the initial request for service, and work orders to view the requested and in progress. For this to occur, the Department would have to review their policy on access from outside the department. In addition if all of this work was managed from within Maximo functionality workflow could be utilized to generate progress notices based on status changes, or appropriate criteria, which would make the Department proactive with service communication with an automated capability requiring no additional ongoing labor effort. One additional potential would be the billing aspect of the work. From the Maximo actuals a report or an integration to eCAPS could be generated to initiate the billing automatically as well.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-028	GIS / SPATIAL	Implement an effective form of linear asset capabilities using the ESRI ArcGIS product rather than Maximo's Linear Asset module	<p>Based on an IBM product demo of Maximo's Linear Assets add on, the Department has decided not to obtain the Linear Assets product from IBM, principally due to how IBM implemented linear via creating multiple copies of the Asset Specification attributes for attributes that change over distance. For instance, a single road segment (and single asset) that has five changes in surface treatment (say, alternating among chip seal, rubberized chip seal, and slurry seal) would require five attribute lines just to record surface treatment. Since many of the Department's assets classes have specs that have many attributes, this was deemed to be unwieldy. Conversely, it was observed that linear changes might be better recorded in the GIS database using ESRI ArcGIS tools. Initial indications at the time this was examined suggested Maximo Spatial could support additional ArcGIS tools and widgets that could in turn support maintaining linear data on the GIS side rather than the Maximo side.</p> <p>Waterworks has a number of asset types, such as water lines, that have linear attributes such as key valves that are generally placed one mile apart. Waterworks is therefore interested in having linear capabilities as part of this project. Also, the Department would like to identify specific point locations along linear asset types (such as road segments) where work orders are performed. The Department therefore requires assistance to use ESRI Arc-GIS functionality within Maximo to provide linear asset capabilities where possible.</p>
PW-029	IC/ID	Illicit Discharge Reporting	<p>Maintenance data related to illicit discharges should be captured in Maximo. Road Maintenance Division would like to have a mechanism for reporting illicit discharges in Maximo. Additionally as part of the upgrade project, with the GIS integration to Maximo a solution could be detailed that includes GIS location identification of illicit connections or discharges. There are several potential options including Work Orders as well as the Maximo Quick Reporting functionality. The detailed solution could include a hand held device and mobile MMS functionality as well, but would need to be defined based on the upgraded GIS and Service Request capability in Maximo V7.6. This likely will not be 'just' a cloned app, or a report, or a workflow—it is more likely to be a collection of Maximo features brought together to form a solution for the multi-division IC/ID activity.</p>

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-030	IC/ID	Support the use of Maximo on mobile devices specifically for IC/ID activities	<p>As an example, building the “grey sheet” component could increase the efficiency of reporting suspected illicit connections and decrease paperwork and duplicate data entry.</p> <p>A grey sheet is a document completed when an illicit connection is found and in part prompts the creation of an MMS work order. The grey sheet has fields for several data including (a) MMS asset number, (b) MMS asset description, (c) nearest cross street, (d) line size in inches, and (e) material type. The grey sheet may also include a photo of the connection.</p>
PW-031	IMPORT / EXPORT	Complete Loading Waterworks, Operational Services Division-HQ Assets	Waterworks Division and Operational Services Division-HQ Section have a large number of asset records maintained in external systems that need to be entered into Maximo. This may involve the development or revision of one or more extensive asset or location hierarchies. Waterworks also would like a provision be included that existing records in Maximo (not including water meter records) will be archived, and that all asset data in GIS be imported into Maximo so that each spatial asset corresponds to a record in Maximo. It’s our opinion that this approach (i.e. “starting from scratch”) will be easier than trying to match existing Maximo records to the correct spatial data which would probably have to be done manually.
PW-032	IMPORT / EXPORT	Mass field updates (aka bulk data entry)	Ability to import a large amount of data into Maximo from Excel, such as 1,000 new Asset records with associated specification data.
PW-033	INTERFACES AND INTEGRATIONS	Develop and Implement an Interface with, and Assess Integration to the City Services Request Tracking System (CSRTS)	<p>This requirement has two parts:</p> <p>(a) Contractor to provide an interface between Maximo and CSRTS that will provide a reduction in duplicative data entry between CSRTS and Maximo.</p> <p>(b) Contractor to assess the feasibility and effectiveness of replacing the CSRTS with Maximo at a future time.</p>
PW-034	INTERFACES AND INTEGRATIONS	Connect Maximo to SCADA Systems	Sewer Maintenance Division has requested that Maximo enable a connection to its ClearSCADA system for the purpose of creating work orders based on factors such as pump run times. Waterworks separately has two Wonderware SCADA systems, possibly one or both of which may need to have a Maximo interface.
PW-035	INTERFACES AND INTEGRATIONS	Customer Service Management Dashboard (CSMD)	Maintain communication from Maximo to CSMD (“How Am I Doing?”) as needed.
PW-036	INTERFACES AND INTEGRATIONS	Electronic Development and Permit Tracking System (eDAPTS)	Need to maintain current communications between the two systems - Maximo and eDAPTS.
PW-037	INTERFACES AND INTEGRATIONS	Assess the use of Service Requests within MMS to replace the Facilities Management Work Request Website	Replacement of the Facilities Management Work Request Website will eliminate the current “back door” data writing and replace it with approved front-end data entry, ensuring Maximo applies appropriate checks and relationships to input data. The existing DPW system has complex approval workflows that would need to be replicated in Maximo.

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PW-038	INTERFACES AND INTEGRATIONS	Graffiti Abatement Referral System (GARS)	Need to ensure that this in-house system continues to talk with Maximo and work as desired.
PW-039	INTERFACES AND INTEGRATIONS	Interface to eDAPTS	In order to eliminate the Half Sheet, Maximo would need to be interfaced with eDAPTS (Electronic Development and Permit Tracking System). This would allow the data that was previously entered onto the Half Sheet to be entered into Maximo and transmitted electronically to eDAPTS.
PW-040	INTERFACES AND INTEGRATIONS	Interface to Waterworks Division's CIS and InfraMap (mobile) systems	Waterworks has a billing system (CIS) that, as a part of its normal functionality, creates work orders. The idea behind CIS was that it was supposed to send its work orders over to Maximo for action. In addition to a work order number, it keeps track of a compound key that consists of address code + customer account number. This way, if the Waterworks customer moves, a new address code gets paired up to the customer code. The CIS compound key may need to be added to Maximo in order to keep the same customer code basis in each system. In more general terms, the existing Maximo-CIS interface needs to be enhanced. Additionally, Waterworks has a (currently limited to one district) mobile system based on InfraMap (aka iWater) that may need an interface or integration with Maximo.
PW-041	INTERFACES AND INTEGRATIONS	Interface with eCAPS Work Location Table	The eCAPS Work Location Table is a special table related to the Department's provision of public works services to various cities. It requires data be input that is equivalent to data stored in Maximo for work orders that correspond to work done for the cities. Fiscal and Programs Development Divisions should be involved in the Contractor's development of the interface.
PW-042	INTERFACES AND INTEGRATIONS	Interface with Road Matrix System	Two-way interface with the external Road Matrix application is needed. GMED (Geotechnical and Materials Engineering Division) staff mostly are not Maximo users at the present time. They access the Road Code in the asset table. Road Matrix is an Oracle DB that stores the pavement condition index from 0 to 100 rating (0=totally failed and 100=perfect new condition). GMED wants the road codes sent over to the Road Matrix system. Road Maintenance also asks GMED frequently what condition of the road is in.
PW-043	INTERFACES AND INTEGRATIONS	Assess replacing DPW's current Lock-Out / Block-Out (LOBO) application with Maximo's built-in functionality	LOBO is a potential for replacement by Maximo. Maximo provides a comprehensive Lock Out Tag Out functionality that manages the safety of personnel and the workplace. Lock out and tag out operations list how to eliminate hazards from work assets. The operations describe how to remove work assets from service and place them back into service. Maximo provides functionality with multiple capabilities related to personnel and workplace safety including Safety Module, Hazards Application, Precautions Application, Tag Out and Lock Out Procedures, and Safety Plans Application.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-044	INTERFACES AND INTEGRATIONS	Road Inspection Maps - replace with Maximo	Use GIS integration and multiple Assets per Work Order capability to streamline Road Inspection process and replace Road Inspection Maps originally from the Psomas program.
PW-045	INTERFACES AND INTEGRATIONS	Assess Transportation / Fleet Management replacement of DPW's current fleet management system with the Maximo add-on module	The Maximo for Transportation Industry Solution is a candidate to replace the current fleet management system. Maximo for Transportation provides the unique functionality required to manage and improve the productivity of critical fleet equipment assets. Maximo for Transportation has advanced asset management capabilities for asset status, meter change-out and history, meter import, component and position codes, serial number changes, and warranty recovery.
PW-046	METERS / CONDITION MONITORING	Edit Meter Reading Date	Our current Maximo v6.2.3 does not allow the user to edit the meter reading date after the record has been saved. This presents an issue due to errors during the input process and discrepancies that may exist between the Maximo date and the date on the written form.
PW-047	METERS / CONDITION MONITORING	Replace the entering of Asset actuals (such as condition or measurement values) on Asset Spec with better mechanisms to prevent overwriting history.	Use Condition Monitoring or Meters or other Maximo tools to replace the current practice of entering asset-specific time-varying data (such as condition rating or tree diameter) on the Asset Specifications.
PW-048	MISCELLANEOUS	Link DPW Service Contracts to WO and Asset	n/a
PW-049	MISCELLANEOUS	Provide a list of Maximo Shortcut Commands	n/a
PW-050	MOBILE	Assess Bar Codes and Scanning (mobile MMS functionality)	Coupled with the need for mobile capability is the need to bar code assets and scan them with a remote device as a means of taking an inventory of the asset or for creating a work order for the asset.
PW-051	MOBILE	DataSplice integration	DataSplice integration will be needed by Road Maintenance Division, Operational Services Division, and likely by Flood Maintenance Division as well, and possibly Sewer Maintenance Division before the v7.x go live; the Maximo Contractor and DataSplice will need to collaborate to a degree to ensure DataSplice can correctly use Maximo 7.x upon Go Live. DataSplice is currently set up within the DPW firewall, but this may change during the course on the Maximo upgrade project to move DataSplice to the DMZ to remove the need to VPN. This would require an increase in security.
PW-052	PMs, JOB & WORK PLANS	Create a Weed Treatment PM with two different types of job plans (pre-seeding and weed control)	Flood Maintenance Division requires a method for creating on PM with two different types of job plans for weed treatment at the same time. One type of weed treatment is for pre-seeding. The other type is for weed control – spraying the weeds after large patterns of weed growth have already emerged. (These two different types of weed treatment job plans may need to be done in different seasons in the Maximo PM module.)

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-053	PMs, JOB & WORK PLANS	Develop and load Job Plans and PMs for Waterworks, Operational Services Division-HQ	Waterworks used the PM functionality in Maximo version 4, but have not been able to use it in version 6 because the data has not been created to support it. Critical areas to create Job Plans and Preventive Maintenance records include the following: <ul style="list-style-type: none"> • Valve maintenance • Fire hydrant maintenance • Routine water line flushing • Water quality sampling Operational Services Division has a small number of Job Plans partly developed. These Job Plans contain only the task information on them. There is no data regarding the Labor, Materials, Tools, and Contractor Personnel needed to perform the work.
PW-054	PMs, JOB & WORK PLANS	Match PM Workload to Available Resources	Currently, for some operations, more PM work orders are generated than the available resources can handle. If PMs cannot be executed when they are due, they might be cancelled or they might accumulate in a WSCH or other “open” status state. The Department needs better ways to match the PM work order workload with the resources.
PW-055	PMs, JOB & WORK PLANS	Provide Multiplier Functionality	Develop and implement one or more effective methods to replace current Multiplier Functionality customizations through OOTB processes and/or configuration changes.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-056	PMs, JOB & WORK PLANS	Provide Multipliers for Work Plan and PM	<p>The <u>Job Plan Multiplier</u> in the Work Order Tracking module is a custom function that allows the user to enter a multiplier value on a Job Plan. The purpose of this field entry is to multiply a standard job plan's resources (labor, material, tools) by the number entered into the multiplier field. (For example, a standard Job Plan for mowing grass has resources identified on it for mowing 1 acre. If they mow 20 acres, the multiplier would multiply the resources used by 20). The <u>PM Multiplier</u> is intended to perform a similar function on a PM so that PM-generated work orders have a multiplied result.</p> <p>The PM multiplier, developed by IBM under the Maximo 4 to Maximo 6 upgrade project, does not reliably work as designed.</p> <p>Both of these custom functions need addressed in detailed workshops as part of the Maximo 7.x upgrade project to review applicable out of the box functionality and system set up to determine how both of these custom functions can be replaced with non-custom functionality.</p> <p>Road Maintenance requires an effective means to estimate the scale of work required.</p> <p>Flood Maintenance Division requires a feature that allows the use of a single job plan for a predefined size of job (i.e. mowing 1 acre) that will be scaled up to the correct size in a Preventive Maintenance work order (i.e. scaled up 20 times for a 20 acre site).</p>
PW-057	PMs, JOB & WORK PLANS	Write PM number to all work orders created by PM hierarchy	<p>The Department requires the capability to write the PM number to all work orders in the hierarchy. Currently, we are using PM hierarchies. The purpose of this functionality is to identify all of the assets at a given location and to create a separate work order for each. The problem with this function is that the PM number from which the work orders are created does not appear on all of the work orders that the PM generates. Instead, the PM number is written only to the parent work order and not to each child work order.</p>
PW-058	REPORTING	Annual Report of Work Performed by Individual	<p>The Department needs a way to (a) report on all of the work orders that any given person was listed on for the current year (or for any other user-defined time period), (b) report how many work orders the person completed during the time period, and (c) be able to report on all of the personnel that worked on one particular WO.</p>
PW-059	REPORTING	Asset specification print screen capability	<p>Road Maintenance Division requires the capability to directly print from Maximo the complete Asset Specifications for a given displayed asset, including table header information.</p>

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-060	REPORTING	Create specified Sewer Reports	<p>1. Corrective & Periodic Work: Maintenance tasks are documented by WO for both corrective work and periodic work (Preventive).</p> <p>2. Service Requests: Service Requests that emanate from homeowners, businesses, and other sources.</p> <p>3. Manhole Inspections: They conduct periodic inspections of man-holes. Sewer wants productivity information regarding these inspections and the history of the inspection written to each individual man-hole.</p> <p>4. Periodic Segment Cleaning: Periodic cleanings of the segments between man-holes are also conducted.</p> <p>5. Point Repairs & Manhole Adjustments: Manhole adjustments in addition to manhole repairs, saddle connections and sewer line point repairs are conducted</p> <p>6. Overflow Tracking: Overflow responses are also tracked by the Sewer Division. This information is tracked and needed for required reporting to various agencies.</p> <p>7. Productivity Reports: SPRODDIV and SPRODYARD (by yard and by crew)</p>
PW-061	REPORTING	Crystal Reports Integration	Currently, the Department has widespread expertise in creating Crystal reports to access Maximo data. Several Divisions require that Crystal Reports be integrated with Maximo version 7. Additionally, a large library of Crystal reports exist for the Maximo 6 installation; at least a significant number of these need to be converted for use in Maximo 7.
PW-062	REPORTING	Simplify Reporting	Waterworks needs a simpler way to generate reports. Currently, they use Crystal Reports, but have insufficient expertise to create and edit the reports. They would like to have a means of creating simple reports that would be more user-friendly. Additionally, Operational Services Division is not satisfied with the results achieved using Crystal Reporting. They would like to have a tool that would be easier to use and could generate simple reports. Operational Services Division would like to have more printing options and report creation options in the new release of Maximo. They would also like to be able to create their own reports from commonly used applications such as Specifications. Maximo 7.x's BIRT ad-hoc reporting capability may be sufficient to address these needs.
PW-063	START CENTERS / KPIs	Completed Work Order KPI	Divisions require a Start Center KPI that counts and displays all work orders that have been in the status Complete (COMP) for a specified period of time. They do not want an individual listing of all such work orders displayed as a Start Center Result Set.
PW-064	START CENTERS / KPIs	Dashboard Analytics and standardized "role based" Start Centers	The Department needs to be informed when exceptions are occurring versus their current plans. For example, Operational Services Division would like to know how many PM work orders are late at any given time based on their scheduled completion date. They would also like to be kept aware when key assets fail. These types of issues could be addressed through the use of queries, result sets, and KPIs (Key Performance Indicators) in Maximo. Standard "role based" Start Centers may be needed for this.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-065	START CENTERS / KPIs	KPI's, Benchmarks, and Performance Goals	After evaluating the Department's hierarchical structure, provide relevant sample Performance Metrics (including KPI's, Benchmarks, and Performance Goals) from public and/private agencies engaged in similar activities and functions (Facilities/Plant Infrastructure Maintenance, Flood Control, Road Construction and Management, Sewer/Waste Management, Water Service Utility/Provider) and implement applicable metrics here at DPW.
PW-066	SYSTEM ADMINISTRATION	Update T-Tables as part of the upgrade	The Department created a series of "T-tables" that are used for creating reports. These tables reduce the need to perform certain database "joins" when creating reports. Currently, the tables contain old terminology from Maximo version 4 (EQNUM instead of ASSETNUM, for example). These tables need to be updated so that the naming is consistent with Maximo version 7.
PW-067	SYSTEM ADMINISTRATION	Database Refresh	Provide guidance/"best practices" on refreshing environments.
PW-068	SYSTEM ADMINISTRATION	Using Maximo Migration Manager to manage change across the environments (Development, Test/Staging, Train, and Production)	Provide instruction on using Maximo Migration Manager to manage DPW/local custom configurations from one environment to another. In particular: <ol style="list-style-type: none"> 1. Creation of Migration Manager groups (sets of Maximo objects to be migrated) 2. Creation of Migration Manager packages 3. Tracking external files (classes, SQL scripts, etc. required to make the package promotion successful) 4. Deploying the package 5. How/where history is logged/stored 6. How to set security restrictions 7. How to enable/disable workflow for approval of packages
PW-069	SYSTEM ADMINISTRATION	Using Deployment Manager to manage change across the environments (Development, Test/Staging, Train, and Production)	Provide instruction on using IBM's Deployment Manager to manage Vendor/Industry add-on's, fix packs, cumulative hot fixes, etc. across all environments.
PW-070	TRAINING	BIRT Report Training	Training in BIRT should be included in the training plan for the upgrade. The training provided to the Core Team in TR-711 by IBM (June 2014) did not adequately cover the entire BIRT training need. Ad hoc report training (at least) should be provided to most users and actual BIRT report development essentials should be provided to select users.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-071	TRAINING	Track communications and provide shift turnover mechanism by use of Communications and Work Log Function in WO Tracking	<p>The Maximo Communications Log functionality, available in Maximo 6.2.3 as well as in Maximo 7.x, can be used to provide a simpler way to capture communication related to work requests. Users are currently tracking communications related to Work Orders by copying the text of e-mails into the Long Description field associated with the Work Order Description field. The Work Log function also serves to provide a shift turn over mechanism in Maximo.</p> <p>Road Maintenance Division currently does not utilize the Communication Log function. They would like to adopt this capability in the upgrade and use it to conduct turnover from one shift to another when work duration lasts longer than one shift. This would be useful as well for the other Divisions.</p>
PW-072	USERS / LABOR / SECURITY GROUPS	Set Up Work Groups, Craft, Labor, and Owner	Need to develop the Department's understanding on (a) how to define and configure people groups, (b) how to optimize the setup of user permissions, and (c) how to best move from current setup to use of the Owner field in the new system.
PW-073	WORKFLOWS AND ESCALATIONS	Develop a Workflow for GARS	As part of its contracted-out graffiti abatement programs (GARS), the Department has a requirement for the use of the Maximo Service Request or Work Order and Workflow. The SR/WO could be created and routed to the contractor as an owner group. If the contractor rejects it, they could do this through reassigning the work. The work would be reassigned to the Operational Services Division painters using workflow and would end up in this group's inbox.
PW-074	WORKFLOWS AND ESCALATIONS	Notification of Late WO actions	The Divisions need one or more easy ways to be notified when work orders remain open and are not being processed or worked on. This <u>might</u> be implemented using a combination of workflows and escalations.
PW-075	WORKFLOWS AND ESCALATIONS	Notification to adjust PM frequency based on inspection results	For Sewer Maintenance (but generally applicable to other Divisions): The preventive maintenance program in Maximo generates hydro cleaning every 6 months. Often, the crews go out and look at the line and there's no problem. If this same thing occurs for 3-4 cycles of the PM (18 to 24 months) they want Maximo to send them a notification informing them that the frequency can be changed to a lower frequency (18 or 24 months).
PW-076	WORKFLOWS AND ESCALATIONS	Work Order Workflows	Several Divisions require one or more Maximo workflows be developed to automate the processing of work orders. It is estimated that each of the five maintenance divisions will require at least 4 to 6 workflows of moderate or greater complexity, with an estimate total of 25 workflows.
PW-077	WORK ORDERS	Adjust number of records displayed on WO list tab	n/a

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-078	WORK ORDERS	Change status on WO without using Change Status dialog box (BSG: division originally requested a pull down value list, but “Change Status” shortcut toolbar buttons will also suffice)	n/a (native functionality in Maximo 7.x)
PW-079	WORK ORDERS	Improve Data Searches on Work Orders	Consistent search capability is required. Oftentimes maintenance personnel have difficulty locating records in Maximo because key details have been manually entered in the long description field instead of a data field. Another issue is that the personnel entering data onto the long description field do so in an inconsistent manner. The Department needs a way to more effectively search for and fetch data that has been entered into the work order. Implementation of this requirement <u>may</u> be via a combination of process improvements at DPW and required field setups on the work order screen.
PW-080	WORK ORDERS	Duplicate Work Order Notification	Divisions would like to receive a notification from Maximo when they enter a new work order and another open work order already exists for the same location and the same problem code.
PW-081	WORK ORDERS	Enable Multiple Assets on a work order and enhance the use of Routes, and generate a single work order from a PM with Multiple Assets	n/a
PW-082	WORK ORDERS	Improve the Pot Hole Repair Reporting process	Currently the Road Maintenance Division worker logs in to eCAPS (not Maximo) and enters in the number of pot-hole repairs that were done during the shift (i.e. “I repaired 14 pot-holes today”). Location information is not captured in this process. Road Maintenance Division might consider as a potential solution creating a work order for each day for each crew that works on pot-hole repair. As the crew spots a pot-hole and repairs it, they could add an asset to the previously assigned work order. This way, the asset history would be captured in Maximo. Evaluate this and other possible solutions to identify and implement the best process.
PW-083	WORK ORDERS	Listing of Active Work Orders by person group or “assigned to” value	This may likely be implemented using Maximo out-of-the-box functionality focusing on the “OWNER” and similar fields and replacing current DPW non-optimal use of the WOLABLNK and related data fields.
PW-084	WORK ORDERS	Load and Use Safety Plans	n/a

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-085	WORK ORDERS	Make various Work Order fields required at Division level	<p>Various Divisions want to make certain fields required; not every Division agrees on the same fields. For example, Road Maintenance Division would like the following fields to be made required for their division: Task Order, Units, Job Plan, Problem Code, Template Project No., EmpLoc (this can be through the completion of the Supervisor or Assigned fields being completed, this is one of the main query criteria), Description.</p> <p>Other Division-specific examples can be provided upon request by the County's Project Manager.</p> <p>The "Work Type" field should be made required in all circumstances in order to support Risk Management needs.</p> <p>A series of workshops will be required to fully develop this requirement for all the Divisions.</p>
PW-086	WORK ORDERS	Mass work order reassignments	Need the ability to reassign a large number of work orders to a different person using one operation.
PW-087	WORK ORDERS	Measurement date should update the actual completion date on WO	n/a
PW-088	WORK ORDERS	Measurement Point on Task	Provide instruction on how to add a measurement point on a task
PW-089	WORK ORDERS	Support the easy development (including ad hoc creation) of work order estimated and actual cost displays and reports	Display and reporting of resource and cost estimates is required without use of the "Select Action > View Costs" command. Currently, WO resources (labor, material, and tools) cannot be reported on because the fields shown on the "Select Action > View Costs" screen are non-persistent.
PW-090	WORK ORDERS	Timely close out of work orders	Develop and use a set of Escalations (probably Division-specific) to auto-Close work orders of specified status values when they meet specified criteria.
PW-091	WORK ORDERS	WOLABLNK > OWNER and SUPERVISOR	Replace the current customization that populates the Supervisor field based on the Assigned To field through OOTB processes and/or configuration changes.
PW-092	WORK ORDERS	Work Order Checklist	Flood Maintenance Division (and possibly other Divisions) requires that a series of checklists be created in Maximo according to the type of work that is being conducted by the division. For each major type of work, they would like to have a unique checklist that lists everything that the maintenance worker is required to verify and take action on. This checklist should print with the work order and allow the maintenance worker to enter a check mark against each listed item.

REF. NO.	CATEGORY	REQUIREMENT – SHORT DESC.	LONG DESCRIPTION OR DIVISION COMMENTS (WHERE NEEDED)
PW-093	WORK ORDERS	Work Order Estimate to Actual Process Flow (beyond mere TIMEI Integration)	Flood Maintenance (and possibly other Divisions) requires a work order to flow from estimated to actual in 3 stages: <ul style="list-style-type: none"> • First, a work order has estimated amounts of labor, equipment, and materials for generic resources. • Second, the generic resources will be updated with actual resources with the amounts still being estimated. When replacing with actual, the lists used to select should be resources only available to the group (Superintendent) • Third, the estimated amounts will be updated with actual hours worked or used. Other divisions may need this functionality as well.
PW-094	WORK ORDERS	Work Order GL Account on Duplicated Records	User must be able to duplicate work order completely (including WO GL account).
PW-095	WORK ORDERS	Work Order Number on Measurements (probably using Automation Scripts)	<ol style="list-style-type: none"> 1. Provide “best practices” on using automation scripts 2. Provide instruction on creating and maintaining automation scripts 3. Provide guidance on replacing current customization that attaches the WO number on measurements with an automation script
PW-096	WORKSHOPS	Capturing Dynamic Data - WO Specs / Assets Specs	Need instruction on best practices relating to recording Specifications in the Work Order rather than on or in addition to the Asset.
PW-097	WORKSHOPS	Conduct at least five detailed reports workshops, one for each division	Present at the workshop should be: <ul style="list-style-type: none"> > ITD personnel generally responsible for the specific report development > One or more representative(s) from each division who is aware of division reporting requirements > A report development consultant > A lead consultant experienced with both Maximo functionality and its data structure Need to map each existing Crystal and Actuate report to BIRT, Ad Hoc, new Crystal, Cognos, etc., as part of the Contractor’s responsibility for preparing new and updated reports, etc.
PW-098	WORKSHOPS	In-Depth Workshop(s) on Classifications	Need to develop the Department’s understanding of Classifications, in particular how they most can be usefully applied to work orders, service requests, as well as to assets and locations.
PW-099	WORKSHOPS	In-Depth Workshops to Determine Asset and Location Hierarchies and Cost Roll Up Best Practices	For each area, a top-level Asset or Location needs to be identified in order to have something to roll all costs up to.
PW-100	WORKSHOPS	Possibly “un-default” inherit status change on WO status change dialog	This issue will require discussion with all the Division stakeholders (Core Team) to determine the Department’s preferred default behavior for this.

APPENDIX B
ATTACHMENT 4
LIST OF WORKSHOPS
(from Design Phase - Workshops)

The descriptions on the line entries under the column headed “PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES” is for guidance only and should not be interpreted as representing the complete content of the corresponding Workshop. The Contractor is responsible for ensuring that each Workshop adequately covers all relevant issues related to the Workshop subject.

The selected Contractor may need to conduct additional Workshops beyond those described below in order to ensure the Department’s Project objectives and operational requirements are clearly identified, described, and addressed. Such additional Workshops will be performed by the Contractor at no additional cost to the County.

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Administration	System Administration	Document system administration functions and responsibilities, such as setting up and maintaining user accounts and security groups; generating and reviewing system, error, and audit logs; establishing and maintaining system security; monitoring system performance; system backups and refreshes; system patches; post-upgrade system change management and documentation; maintenance of the post-upgrade short term Maximo 6 archive and the later migration of the archive to a data warehouse system; etc.
Administration	Technical Architecture, Infrastructure, System and Data Security, and System Performance	<p>Identify the hardware and software requirements and system configuration needed to develop the required Maximo infrastructure at the Department and to ensure acceptable system performance. This will address at least all of the following: clustering, load balancing, Single Sign-On, HTTPS, LDAP and LDAPS, user load, load balancing, server and JVM configuration, Oracle, AIX, Windows Server 2012, Maximo Integration Framework (MIF), Cognos Reports and Crystal Report Integration, ESRI ArcGIS and Maximo Spatial, interfacing with one or more mobile solutions, attached/linked documents, and the four environments (MAXPROD7, MAXTEST7, MAXDEV7, and MAXTRAIN7). Also ensure all system and data security issues are identified and addressed. The DPW Security Information Officer or a designated representative shall be a participant in this Workshop.</p> <p>It will also address measuring and benchmarking system performance at both the Department Headquarters and at selected field yards both for the Department’s current Maximo system as well as the new system at various stages (testing, dress rehearsal, and Go Live, and possibly others).</p> <p>It will be at this workshop that the Contractor will recommend to the County’s Project Manager and selected IT staff a performance testing tool for use in tuning the production system, such as IBM’s Maximo Activity Dashboard (also known as PerfMon), IBM’s Rational, Reflective Solutions’ StressTester, HP’s Load Runner, or Core Development Limited’s MaxTAF, or some other appropriate application for performance testing.</p>

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
<p>Analytics and Performance Measures</p>	<p>Basic Performance Metrics</p>	<p>1. Define standard KPIs, Result Sets, etc. for performance measures (Division-specific or Asset class-specific or other, as needed) that can be included on Role-based Start Centers and/or standard reports. Examples include but are not limited to:</p> <ul style="list-style-type: none"> a. Annual maintenance cost/unit (such as cost per acre of channel bottom cleared, or cost per pothole repaired). b. Labor hours/unit of activity (such as hours to perform a standard inspection, useful for comparing different work groups performing the same work). c. Annualized corrective maintenance cost for a specific set of assets compared to the average corrective maintenance cost per asset for that asset class. d. Estimate vs. actual comparison for completed or closed work using job/work plans. e. Backlogged work as percentage of all work. f. Avg # of Days in which Work Order Status=WSCH. g. Avg # of Days between Work Order Status change from WAPPR to next status change. h. Avg # of Days between Work Order Status change from WSCH to next status change. i. Avg # of Days between Work Order Status change from COMP (Physical work completed) to CLOSE (Work Order finalized). j. Rolling 3, 6, and 12 month avg # of Work Orders in which Status=RESPOND. k. Rolling 3, 6, and 12 month avg # of Work Orders in which Status=WMATL. l. Rolling 3, 6, and 12 month avg # of Work Orders in which Status=CAN/REFERRED. <p>2. Advise the Department in how to implement equivalent performance measures (where feasible) in its existing Maximo 6.2.3 production system to begin gathering benchmark measures .</p>
<p>Analytics and Performance Measures</p>	<p>Advanced Performance Metrics, Predictive Asset Management and Analytics, and Asset Lifecycle Management</p>	<p>Contractor to provide industry best practices for using Maximo to develop and enhance advanced performance metrics, predictive asset management and analytics, and develop asset lifecycle management guidelines for the Department. As a required baseline, the Contractor shall include an implementation of applicable IBM Maximo BI Workpacks, which are bundled with Maximo v 7.6.</p> <p>Contractor will also assess the following pre-packaged reporting and analytics solutions (and any other similar pre-packaged tools as may be identified by either the Contractor or the Department) for application to the upgraded Maximo system to determine which one(s), if any, to include in the upgrade project. A change order may be needed to provide funding for purchasing and implementing any selected tool(s)/solution(s).</p> <ul style="list-style-type: none"> 1. Asset Analytix Maximo Reporting 2. ClearPeaks Maximo Analytics 3. OASIS for Maximo 4. MaxInsight 5. IBM's Predictive Maintenance and Quality 6. IBM's Predictive Asset Optimization 7. IBM's Watson Explorer and/or Watson Analytics

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Assets and Locations	Asset and Location Hierarchies, Classifications, and Specifications (note: more than any other, due to the large amount of work it encompasses, this “workshop” will likely be a series of actual workshops spread over a period of time)	<ol style="list-style-type: none"> 1. Evaluate (and modify if needed) existing asset and location classifications. 2. Evaluate (and modify if needed) existing location hierarchies. 3. Evaluate (and modify if needed) existing asset hierarchies. 4. Evaluate (and modify if needed) existing asset and location specifications and attributes. 5. Determine business needs for “rolling up costs” to an asset, a higher level asset, a location, or a higher level location, and then identify asset and location requirements and logistics needed to implement solutions to these needs. <p>Known Issues:</p> <ol style="list-style-type: none"> a) The Department’s current asset classifications are very closely related to failure classes (currently termed “facility classes” by DPW). With the goal of establishing a robust Failure Class: Problem-Cause-Remedy system in the upgrade, this needs to be thoughtfully re-evaluated and revised if needed. b) Where should asset and location x,y coordinate data be kept, in Maximo specifications or in the GIS? c) What about assets or locations that are linear (i.e., have two (or more) pairs of x,y coordinates)? d) Some asset specifications currently contain condition data that needs to be moved to condition monitoring or meter applications; these need to be identified and a plan established in an applicable Tracking Matrix and/or Specifications Document for moving the data to appropriate locations in the upgraded Maximo. e) “Costs” may involve eCAPS data imports to Maximo, which is a subject of other Workshops. f) One or more activities in this workshop may involve GIS, which is a subject of other workshops. g) One GIS consideration is whether to concatenate the Department’s current separate fields for Street Name, Address Number, and Direction on asset records to facilitate address-based geolocation or to keep these fields separate to facilitate report sorting by street name. h) It is expected there will be significant changes to the existing asset and location hierarchies; at least one division may abandon their current hierarchies and replace them to implement best practices.
Assets and Locations	Condition Monitoring, Meters, Measurement Points, and PCR	<p>Develop and document “Condition Monitoring” and “Failure Reporting” processes. Review current procedures and develop preferred practices for the upgraded system for collecting, recording, and using data on asset conditions using Maximo Condition Monitoring, Meters, Measurement Points, and other relevant features to support condition reporting. Develop Problem-Cause-Remedy tables for every appropriate asset class to support robust failure reporting.</p> <p>Known Issues:</p> <ol style="list-style-type: none"> 1. Some asset condition data is currently stored in asset specifications; these need to be relocated to more appropriate condition monitoring, meter, or measurement point locations. 2. Data gathered by the processes established herein may be useful (or even required) for the development of performance metrics, lifecycle management, and predictive asset management and analytics, which are subjects of another workshop.

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Assets and Locations	Asset and Location Issues in Maximo Spatial/GIS	<p>Determine requirements for implementing Maximo Spatial.</p> <p>Maximo Spatial/GIS topics include but are not limited to:</p> <ol style="list-style-type: none"> 1. IBM-recommended, Contractor-recommended, and industry-recommended best practices related to implementing Maximo Spatial with ESRI's ArcGIS for road systems, flood control systems, sewer systems, waterworks systems, and other systems relevant to the Department. 2. Review of existing asset and location records and corresponding DPW GIS layers and features. 3. Establishing "System of Record" for various data. 4. Establishing and testing linkages and synchronization between Maximo records and ESRI ArcGIS records. 5. Establishing best practices for future additions and changes to Maximo asset and location records with GIS counterparts. 6. Establishing best practices for future additions and changes to GIS asset and location records with Maximo counterparts. 7. GIS Data Preparation on Editing System. 8. GIS Data Created and Maintained Natively in Maximo. 9. GIS Data Created and Maintained Externally but Synchronized with Maximo Spatial. 10. GIS Data Created Externally Once and then Maintained Natively in Maximo Thereafter. 11. Pros and Cons of Storing GIS Externally vs. Within Maximo. 12. Maximo SDE Preparation (required fields, triggers) 13. Maximo GIS data loading. 14. GIS Object Configuration. 15. Maximo Map Administration. 16. Security Considerations. 17. Data updates utilizing FME or other third-party tools. 18. Determining how to implement a form of linear assets using the ESRI ArcGIS capabilities and accessing such linear features from within Maximo.

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Configurations	Screens, Screen Design, and Cloned Applications	<ol style="list-style-type: none"> 1. Examine all screens (Work Order, Asset, etc.) of the Department’s existing system and determine if and how to bring over various user-created fields, such as for Supervisorial District, Jurisdiction, Employee Location, Thomas Guide Page/Grid, NPDES, Through Location, and Project Number/CC among others (see also the Workshop for “Data/Data Move to Maximo 7” for related requirements for this item). 2. Evaluate how DPW currently uses the custom WORKORDER.WORKORDER field (having value list = N, W, and Y) and determine if and how it should be brought over to the new system, 3. Evaluate the need to bring over existing Cloned Applications at the Department to the new system: Dispatch, Disaster Repair Projects, Permits, and Work Request. 4. Required New Screens: Each Division requires several work-team-specific screens (mostly scaled-down clones of the Work Order Tracking screen) to be developed, tested, and available upon Go Live; some screens may need to be configured for always-connected mobile devices (possibly using IBM’s Maximo Everyplace). The Contractor should plan to develop approximately 25 separate work order and other screen designs for the desktop: on average five each for the five principal maintenance divisions; this does not include mobile device screens. 5. In order to support Problem-Cause-Remedy and asset management analysis (subjects of other workshops), work order screens should be configured to capture information regarding “as found” condition, “root cause”, “action taken”, and “as left” asset condition in the context of planned and reactive inspection and maintenance activities. 6. Determine if and how to implement a useful CM/PM (corrective maintenance/preventive maintenance) system, possibly including differentiating between reactive corrective maintenance and proactive corrective maintenance, for use in management analysis of work types. 7. Determine what other screen configurations may be needed to implement requirements from secondary stakeholders. 8. Determine what role, if any, should be played by work order, job plan, PM, and other specifications beyond asset and location specifications.
Configurations	Workflows	Identify all use cases, business rules, and other operational requirements that should be addressed by Maximo workflows, and identify and describe in detail all workflows needed to implement them.

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Configurations	Conditional Expressions, Escalations, Automation Scripting, Other Native Maximo Configuration Functionality, and Triggers	<p>Maximo’s Conditional Expressions, Escalations, Automation Scripting features, and possibly other native configuration functionality, will be needed to implement various DPW business rules and requirements and to replace current Application Extensions, Java Class File Extensions, and triggers, which are listed in Attachment 5 “Listing Of Application Extensions And Triggers” of this SOW. These rules and requirements must be identified and implementation solutions identified. “Triggers” shall be considered a least preferred method for implementing a business rule or requirement. Actual custom code or custom code extensions are not desired in this project and will not be approved unless there is no other option for implementing a mission-critical function, and only upon a written request with justification by the Contractor to the County’s Project Manager and only upon the Department’s written approval.</p> <p>Known Issues:</p> <ol style="list-style-type: none"> 1. Each Division may have unique requirements for automatic work order closure which may require a complex escalation instruction set. 2. The Department’s current Maximo 6.2.3 uses various Application Extensions to implement certain business rules and processes; these all need to be replaced with out-of-the-box (OOTB) Maximo configuration functionality or otherwise handled. 3. DPW has identified certain OOTB Maximo functionality that it requires be overridden (possibly using automation scripting) to support its business needs; one example is the need to be able to edit the date and time of a meter reading after the meter reading has been saved. 4. IT staff can provide copies of all current Maximo 6.x triggers and Application Extensions used at the Department.
Configurations	Multipliers	Evaluate the current usage of the Department’s work plan and PM multipliers, determine the need by divisions for one or both to be brought in to the new system, and develop a mechanism for this.
Configurations	Consider un-defaulting “Inherit Status Change” on WO status change dialog	This issue will require discussion with all the Division stakeholders to determine the preferred default behavior for this feature.
Data	Document Management	<p>Capture requirements for creating, storing, and associating non-Maximo data information such as digital photos, Material Safety Data Sheets, design drawings, standard operating procedures, and other work order, asset, or project related documentation.</p> <p>Known Issues:</p> <p>The Department is currently using both Maximo’s Attached Document feature and an external link to the Department’s Document Management System (DMS). Each system has its advantages over the other, but having two systems for associating external photos and documents with work orders or assets confuses users. DPW would like to implement a best practice for this process.</p>

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Data	Safety Plans and Other Safety-related Features	<p>1. Capture safety and hazardous conditions and materials practice requirements.</p> <p>2. Hazardous conditions or materials notification.</p> <p>3. Safety procedures in job plans.</p> <p>4. Hazardous conditions based upon location or asset driven from environmental concerns.</p> <p>Known Issues:</p> <p>a) DPW has developed its own LOBO application; refer to “Configurations - External Systems” for additional details.</p>
Data	Data Move to Maximo 7	<p>1. Identify “static” data (such as job plans, PMs, crafts, persons, assets, etc.) that do not change frequently.</p> <p>2. Develop a plan for migrating appropriate static data to the new Maximo system, making changes as may be needed to certain data and certain fields to accomplish project objectives.</p> <p>3. Identify obsolete fields (like ASSET.EQSTATUS) that should be removed or emptied of data .</p> <p>4. The existing system as configured by the Department features many user-created fields the names for which do not exhibit a standard naming convention. Any of these fields that will be brought over to the new system should also be renamed to adhere to a standard naming convention so that user-created fields can immediately be identified. Such a naming convention might simply be to prefix all user-created field names with a unique identifier, such as “pw_”. For example, the current Maximo 6.2 user-created fields WORKORDER.CSRTSNUM and ASSET.INDEX2 might become WORKORDER.pw_CSRTSNUM and ASSET.pw_INDEX2.</p> <p>5. Identify “dynamic” data (such as work orders) that changes frequently.</p> <p>6. Develop a plan for migrating dynamic data to the new Maximo system, making changes as may be needed to certain data and certain fields to accomplish project objectives.</p> <p>Known Issues:</p> <p>a) At the time this RFP was drafted, there were hundreds of thousands of “active” work orders in the production MMS. With the Contractor’s assistance, the Department will work to reduce this number as much as possible well in advance of the Dress Rehearsal. However, it is expected that several thousand MMS work orders may need to be migrated by the Contractor to the new system, possibly using the XML flat file/Excel import/export capability of Maximo 7. The Contractor will need to work with Division representatives to determine appropriate data mapping.</p> <p>b) How to identify which of the remaining active work orders need to be brought over to the new system and how to bring them over during the Go Live process.</p> <p>c) What should be the “final” status in the old Maximo system of active work orders moved to the new system?</p>

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Data	Road Code	<p>DPW uses a number-based code system to identify point locations (which are Maximo Locations) that define the start and end points of roadway segments, as well as identifying infrastructure items such as signs, traffic signals, and roadway trees that are aligned with the road segments. All of these are Maximo Assets. This "Road Code", based on a Road Central Database (currently in the form of a Maximo Location hierarchy), has been passed down with a few changes since mainframe days and is still actively used for locating specific segments of roads, primarily for reporting purposes. The Spatial GIS capability of the new Maximo system may, over time, largely replace using the road code to identify roadway segments. However, the road code will be needed for some time, at least for reporting purposes. This workshop will help further identify how the road code will be implemented in Maximo in parallel with Spatial GIS. One specific issue to be determined for the new system will be the best relationship between the Road Central Database (RCDB), the Road Code, Maximo's Location system, and the Spatial GIS.</p>
Integrations and Interfaces	CIS Interface	<p>Waterworks' Customer Information System. The existing interface behavior is deficient in that service requests closed on the CIS side do not automatically close the corresponding work orders on the MMS side. This needs to be corrected.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	InfraMap Interface	<p>InfraMap by iWater is currently part of a pilot project in one district of the Waterworks Division. Depending on the results of that pilot, an InfraMap-Maximo Interface may be required.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	CSRTS Interface	<p>Program Development Divisions' City Services Request Tracking System.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	Customer Service Management Dashboard Interface	<p>Internal "How Am I Doing?" application.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Integrations and Interfaces	eCAPS Interface/ General Ledger (GL) Accounts	<p>This external system may require several distinct interfaces with the new Maximo system, including but not necessarily limited to:</p> <ol style="list-style-type: none"> 1. TimeI (“time-eye”) is the eCAPS County-approved timesheet application. An interface between Maximo 7 and TimeI has already been developed under contract by IBM for the Los Angeles County Sheriff’s Department. DPW requires the Contractor to acquire it, modify it as may be needed, and implement it at DPW. Discussion: When a work order is initially created, it contains estimated usage amounts for generic labor (crafts) and equipment resources. When a work order is ready to be scheduled for actual work, an easy, efficient method to convert the generic labor and equipment resources into specific resources (both labor and equipment) is required. Since a work order may take several days or weeks or more to complete, an easy, efficient method to track the amount of actual work each resource was used for each day on a daily basis is required. The County eCAPS timesheet is processed on a semi-monthly basis, typically 1st - 15th and 16th – end of month. Work orders may last for multiple timesheets. This daily tracking of resource usage must then be transferable to eCAPS through an interface that is either automated with scripts at night or triggered as dictated by select users. In addition, if the work order is in progress over multiple days or weeks, resources may be added or deleted to the work order, depending on the task being worked on that day. An easy, efficient method to update the resources on a work order that is in process of being worked on is required. 2. DPW wishes to implement the best interface(s) reasonably available for materials, labor rates by craft and by person (including requirements for continuing updates from eCAPS), materials rates, equipment usage, warehouse stock levels, etc., consistent with our business needs (to be identified in this workshop). 3. Improve the existing interface between eCAPS and Maximo and establish configurations and procedures in Maximo that provide imports or exports of data related to persons (name employee number, organizational assignment, job title, etc.) and to better support name changes (such as due to marriages) easily update changes in supervisors and employee base locations, handle assignment transfers in blocks upon the departure or transfer of an employee from the Department, provide for certain contractors (who are not employees but need to be treated like employees by Maximo), etc. <p>The Integration workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	eDAPTS Interface	<p>DPW permitting application (also plays a role in IC/ID workshop).</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Integrations and Interfaces	Graffiti Abatement Referral System Interface (GARS)	<p>GARS is used by the Department to assign graffiti removal requests to one or more contractors.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	Project Information Website Interface	<p>PIW tracks infrastructure construction projects such as staffing information, schedules, financial information, project locations, and supporting documents.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	Road Matrix Interface	<p>External pavement management system.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	SCADA Interface	<p>FMD has one SCADA system. WWD has two SCADA systems. SMD has one SCADA system. Water Resources Division has five SCADA systems, some of which may be maintained by one or more of the five maintenance divisions. At the time of the preparation of this Statement of Work, only one to three SCADA systems are projected to need an MMS interface.</p> <p>The workshop will develop the requirements for the interface(s), the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	Sewer Condition Assessment Video System Interface	<p>The Sewer Condition Assessment Video System is a COTS program that allows the user to identify detailed information on the sewer infrastructure and condition assessment information, integrating with high quality MPEG video records of sewer inspections.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Integrations and Interfaces	ICIS/The Works Interface	<p>ICIS/The Works (ICIS=Interactive Customer Inquiry System) is an application with GIS capability that accepts customer input via both web-based forms (ICIS) and a mobile phone app (The Works) developed by the Department. It offers a one-stop solution for County residents to report and track certain maintenance services (such as potholes, illegal dumping, graffiti, etc.). If the service is not handled by Los Angeles County (determined via automated GIS lookup), ICIS/The Works will provide the user with the appropriate jurisdiction contact information.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	BrM (Pontis) Bridge Management Interface	<p>AASHTOWare BrM (formerly Pontis) Bridge Management records an inventory of the bridges the Department owns or maintains, as well as bridges in many city jurisdictions of the County, all of which the Department inspects on a periodic basis; it records maintenance and preservation activities, analyzes bridge performance and deficiencies, and is the approved application for making bridge inspection reports to the State of California.</p> <p>The workshop will develop the requirements for the interface, the process and communication flows between the systems to be supported by the interface, and one or more representative sample scenarios of how the interface will be used. Interfaces shall be part of the Maximo Integration Framework.</p>
Integrations and Interfaces	Interfaces to/from Other External Systems	<p>DPW has several other IT systems external to and having interfaces with its Maximo 6 beyond those listed above under separate workshops. Some of these external systems should either have their functionality be incorporated into the upgraded Maximo 7 system or have interfaces designed with Maximo 7 to facilitate their continued use. This workshop should include as output the required plans and specifications for whichever solution is selected by DPW upon advice of the Contractor. These other external systems include but are not limited to:</p> <ol style="list-style-type: none"> 1. Lock-Out-Block-Out (LOBO) 2. Traffic Signal Maintenance Application 3. Road Maintenance Division Scheduling Application 4. Facilities Management Work Request Website
Inventory	Item Master	Determine the applicability of Maximo's Item Master feature at the Department. If it is determined to be applicable, develop plans for implementation.
Inventory	Inventory	<p>Establish consistent processes for requesting, receiving, and returning inventory items for jobs.</p> <p>Known topics:</p> <ol style="list-style-type: none"> 1. Purchasing is also related to inventory and is captured in a separate but linked module 2. Pre-packing materials 3. Returns 4. Bulk materials 5. Satellite warehouses and "Pantries" 6. Work order parts management 7. Kit list notification, forecasting & satellite storerooms 8. Purchasing
People	Groups	Person Group, Work Group, Owner Group, Crew Management. Transition from using WOLABLNK in v6 to Owner in v7. How to assign and re-assign (bulk) when needed. How to assign to and manage work by crews.
People	Resources	Labor, Crafts, Qualifications, and Skills.

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
People	Users and Security Groups	Permissions, Security Groups: Philosophy and best/recommended practice of many groups w/ small security increments vs. one security group per “standard role”, or some combination.
Planning & Scheduling	Crew and Calendar Management and Scheduling	Establish and set up crew calendars and schedules, develop Division-specific best practices for using Maximo for setting up and maintaining crew calendars and scheduling work.
Planning & Scheduling	Inspections and Routine Maintenance (may include Routes or multiple assets on a single work order)	<ol style="list-style-type: none"> 1. Capture unique requirements pertaining to the planning, execution, field data capture, generation of follow-up activities, and reporting related to inspection and minor maintenance activities such as weekly pump station inspections, annual catch basin inspection and condition-based pumping, drainage ditch inspections, etc. 2. Work status, work order charging and GL assignment, work order assignment, job plans, failure and condition reporting.
Planning & Scheduling	Job Plans	Review, update, remove. and add to (as needed) the Department’s Job Plans.
Planning & Scheduling	Preventive Maintenance	<ol style="list-style-type: none"> 1. Determine most effective way to leverage Maximo capabilities to support strategies and integrate preventive / predictive work with project and reactive work. 2. Review, update, remove, and add to (as needed) the Department’s PMs. 3. Identify issues related to preventive maintenance, predictive maintenance, lifecycle cost analysis, and risk-based maintenance (This may be related to workshops in the “Analytics and Performance Measures” category).

CATEGORY	WORKSHOP	PURPOSE(S), LIKELY TOPICS, AND KNOWN ISSUES
Reporting	BIRT, Crystal, and Cognos Reports	<p>1. DPW has determined that a combination of Maximo’s built-in BIRT reporting (both ad-hoc and stored reports), Crystal Reports, and Cognos Reports will best serve its needs.</p> <p>2. Review and analyze both the out-of-the-box (OOTB) BIRT reports and DPW’s existing Crystal, Actuate, and Cognos Reports to:</p> <ul style="list-style-type: none"> a. Identify which of DPW’s current reports can easily be replaced with minor revision by OOTB BIRT reports and identify the revisions needed. b. Identify which current Crystal reports are needed in the new system and should be revised to make them conform to the new system’s schema and identify the revisions needed. c. Identify which current Cognos reports are needed in the new system and should be revised to make them conform to the new system’s schema and identify the revisions needed. d. Identify which OOTB BIRT reports, with any required minor revisions, might serve DPW business needs and identify the revisions needed. e. Based on the above, develop a matrix identifying all existing DPW reports and how each report will be addressed in the new system. Also in this matrix identify “new” reports based on existing BIRT reports. <p>Known Issues:</p> <ul style="list-style-type: none"> a) DPW has approximately 127 “standard” run-time Crystal reports available to users. A few of these reports are obsolete and several are simple variations on each other (such as the same base report but a different sort order or different filter applied). It is expected that at least a few of these can be replaced by OOTB BIRT reports with minor revisions, if there is good reason to migrate them to BIRT. b) Various Divisions have their own Crystal reports developed and maintained by them. Some of these will also need to be updated to conform to the new system’s schema. c) In reference to the workshop “Integrations – eCAPS Interface/General Ledger (GL) Accounts”, note that the TimeI interface developed by IBM is in the form of a text-based report that is used to export timesheet data from Maximo to eCAPS. d) DPW wishes to use this upgrade to solve a long unmet need to have a report developed that lists all the work orders a laborer worked on (and the dates and number of hours each day) in a given time period, especially if laborer was assigned as part of a crew (not the work order’s owner) or if the labor hours are entered under a task or sub-task (nested tasks). e) It is unknown at the time this document was prepared how the Cognos/BI functionality provided as part of Maximo 7.6 would be implemented, but this topic should be included in this workshop as well.
Reporting	Financial Reports	<p>Mainly using Cognos reporting tools, update existing and develop new reports that tie together cost (actuals) data from eCAPS with asset or work order data from Maximo. Such reports include essential estimates vs. actuals reports, equipment meter reports, cost per asset and cost per work order reports, and FEMA reports, among others.</p>

APPENDIX B
ATTACHMENT 5
LISTING OF APPLICATION EXTENSIONS AND TRIGGERS
(from SOW Part 1 – BACKGROUND AND CURRENT MAXIMO USE)

Below are listed the current Application Extensions and Triggers in the Department's existing Maximo 6 system. The relevant file names and brief descriptions are provided. The actual code can be obtained by the Contractor from DPW IT staff.

Listing of Application Extensions

1 - Work Order Number on Measurements

Components:

- LAFldWOPointNum.class
- LAFldWOMeasurementValue.class
- LAFldWOMeasureDate.class

These classes satisfy the DPW Maximo 6 business requirement that the work order number be put onto the measurement record.

2 - Measurement Points on Task

Components:

- LAFldWOJobPlan.class

When a job plan is applied to a work order, the component will copy the pointnum and assetnum fields to the job plan record on the work order.

3 - Work Order GL Account on duplicated records

Components:

- LAWO.class
- LAWO_Stub.class
- LAWORemote.class
- LAWOSet.class
- LAWOSet_Stub.class
- LAWOSetRemote.class

When a work order is duplicated, clear the GL account and all associated GL account detail fields displayed at the bottom of the WO screen.

4 - Work Plan Multiplier

Components:

- LAFldWOPM4.class

When the field WOPM4 is changed, recalculate values on the labor, material, and tools records. This functionality completes only when the work order status is something other than WAPPR or WSCH.

Calculations are as follows:

Labor: laborhrs * newvalue / oldvalue
 Material: itemqyt * newvalue / oldvalue
 Tools: hours * newvalue / oldvalue

5 - Work Order Field Population

Components:

- LAFldWOPMNum.class
- LAFldLaborcode.class
- LAFldPersonID.class
- LAFldPartialGLAccount.class
- LAFldWOLoc.class
- LAFldStatus.class

When a work order is created from a PM the following values are set:

- Workorder set to 'W'.
- Rectype set to 'DPW STAFF'.
- Assigneddate set to server date.
- Reqdate set to changedate from work order.
- If the supervisor is not null, set the following values:
 - Supervisor set to WOLABLNK value.
 - Requestby set to reportedby.
- If the WOLABLNK field changes, set the assigneddate field to the server date.

Listing of Triggers

1. PW_ASSET_AFT_U_T.trg - Delete data from "T" tables when classification is removed from asset.
2. PW_ASSET_BF_I_T.trg – Clears the "lastwodate" & "lastwo" fields.
3. PW_ASSET_T.trg – Delete row from "T" table.
4. PW_ASSETSPEC_T.trg – Update data on "T" table based on the ASSETSPEC table.
5. PW_ASSET_FCONN_U_T.trg – Send email to drainstatus@dpw.lacounty.gov when failurecode = 'FCONN' and new status in ('ILLICIT', 'SUSPECT').
6. PW_CIS_MMS_COMPLETE_WO_T.trg – Update UTL023 when a work order is complete and failurecode in ('WMETERS', 'WMADDR')

7. PW_MMS_CANCEL_CIS_WO_T.trg - Update UTL023 when a work order is cancelled and failurecode in ('WMETERS', 'WMADDR')
8. PW_MMS_INSERT_WO_CIS_T.trg – When a new workorder is created, a record is created on the UTL023 table for CIS to create a CIS work order.
9. PW_MMS_UPDATE_CIS_T.trg - When a workorder is updated, a record is updated on the UTL023 table for CIS to update the CIS work order.
10. PW_WO_PCA_ECAPS_I.trg – Creates a new project number in eCAPS staging table.
11. PW_WO_PCA_ECAPS_U.trg – Creates a new project number in eCAPS staging table.
12. PW_WONUM_ENCRYPT_BF_IU_T.trg – used to encrypt work orders numbers.
13. PW_WORKORDER_CSRTS_I_T.trg – Emails dosmena@dpw.lacounty.gov when a possible CSRTS work order is requested.
14. PW_WORKORDER_DISPATCH_I_T.trg – Create a record when a new work order is created by “Dispatch” to track the history.
15. PW_WORKORDER_SURVEY_OSD_U_T.trg – For work orders created from the OSD work request, an email survey is sent to the requestor when the work order is completed.
16. PW_WORKORDER_SURVEY_UI_T.trg – For work orders created from the FACM work request, an email survey is sent to the requestor when the work order is completed.

APPENDIX B
ATTACHMENT 6
DELIVERABLE ACCEPTANCE

INTRODUCTION

Deliverables, as identified in the Statement of Work or Project Change Orders, shall be subject to the following Process for Receiving, Reviewing, and Accepting Deliverables (“Process”).

For the purpose of this Process, the **Contractor’s Project Manager** shall act on behalf of the Contractor unless otherwise stated herein; and the **County’s Project Manager**, or a person that the County’s Project Manager formally designates, shall act on behalf of the County unless otherwise stated herein.

Step 1. NOTIFYING COUNTY OF AN EXPECTED DELIVERY

At least one (1) week prior to the time that a Deliverable is to be delivered to County in accordance with the Project Implementation Plan schedule, Contractor shall notify County via email of the planned delivery, indicating the name of the Deliverable, the Deliverable number as listed in the Statement of Work (which is also identified for invoicing), the item number as listed in the work breakdown structure in the Project Implementation Plan, the version number, and the expected date of delivery. Contractor may include or attach a list of recommended criteria for County to use in reviewing the Deliverable, although County reserves the right to use different criteria as it deems appropriate within the agreed-upon scope of this project.

Contractor may skip this step for Deliverables that are maintained on an ongoing basis or regularly submitted on a monthly or more frequent basis.

Step 2. PREPARING THE DELIVERABLE

For document Deliverables, Contractor shall prepare the document as an electronic PDF file, with the file name as follows: DPW NextGen MMS Project Deliverable [name of deliverable] version [version number].pdf. The header or footer of each page of the document shall contain the phrase “DPW NextGen MMS Project Deliverable” and the name of the deliverable, the Deliverable number as listed in the Statement of Work (which is also identified for invoicing), the item number as listed in the work breakdown structure in the Project Implementation Plan, the version number, the date delivered, and the page number. Contractor shall also deliver five (5) paper copies of any charts or tables that exceed 11x17 inches. PDF files must be openable, text-searchable, and printable using Adobe Acrobat Reader. The Contractor may not affix any copyright notice or claim of ownership or rights to the document that suggest any entity but the County of Los Angeles owns or has copyrights to the document.

For desktop-software Deliverables, such as large data tables, Microsoft Project or Excel files, System mock-ups, etc., where the Deliverable cannot be fully reviewed as a PDF file but can be opened or executed on a Department desktop computer, Contractor shall prepare a file using the same file-naming convention as for document Deliverables.

For software or data Deliverables to be installed into the System, Contractor shall prepare the file(s) in accordance with a naming convention and change-control procedure to be determined.

For continuous Deliverables, such as ongoing logs, etc., Contractor shall prepare a written description of the Deliverable when the initial version of the Deliverable is ready for review.

Step 3. TRANSMITTING THE DELIVERABLE

For document and desktop-software Deliverables, Contractor shall email the Deliverable to County. The email shall have the Deliverable's name and version number in the email's subject line, and the body of the email shall serve as a cover letter indicating that this is a formal delivery. If a file is too large to be sent via email attachment, Contractor place the file on the Project's Document Sharing and Issues Tracking Application (or similar arrangement) and insert the link to that specific file into the body of the email.

For software or data Deliverables to be installed into the System, Contractor shall electronically load and install the files into the appropriate NextGen MMS Project test environment (MAXTEST7, or an appropriate alternative) through a formal change-control process to be determined, closely coordinated with the DPW IT Division's change-control procedures and tools. Contractor shall notify County by email as soon as the software has been delivered, with the Deliverable's name and version number in the email's subject line.

When the Deliverable is transmitted, Contractor shall also submit an Acceptance Certificate (to be developed) in accordance with Section 33 (Approval of Work) of the Contract. County's Project Manager will sign this form when the Deliverable is accepted (at Step 9 below).

Step 4. REVIEWING THE DELIVERABLE

A Deliverable is considered "out of sequence" when a required preceding Deliverable (based on the sequence shown in the Project Implementation Plan) has not yet been delivered and accepted. County may, at its option, postpone its review of an out-of-sequence Deliverable until all preceding Deliverables have been accepted.

For document Deliverables, County shall distribute copies of the Deliverable to designated reviewers, who will identify any deficiencies and needs for improvement or correction.

For software or data Deliverables to be installed into the System, County shall, with Contractor assistance, exercise or test the System with the delivered software installed, and make detailed notes of any deficiencies, anomalies, and needs for improvement or correction.

For other Deliverables, County may require Contractor to conduct a demonstration or walkthrough of the Deliverable as part of its review.

Step 5. PREPARING THE DELIVERABLE RESPONSE

County shall consolidate and integrate reviewer notes into a well-organized written Deliverable Response that clearly explains what in particular is deficient, questionable, or needs improvement or correction and, if relevant, references any specific requirements or criteria. The Deliverable Response shall indicate either that (a) the Deliverable is accepted, or (b) the Deliverable needs to be revised and go through another review cycle.

Step 6. TRANSMITTING THE DELIVERABLE RESPONSE

County shall email the Deliverable Response to Contractor, and/or hold a conference to present and discuss the Deliverable Response, within the following timeframes:

DELIVERABLE	DELIVERABLE DETAIL	TIMEFRAME FOR COUNTY'S DELIVERABLE RESPONSE
1	Task 1: Project Start Up: Project Management Kick Off and Core Team Kick Off Meetings Deliverables: a) Approved Project Implementation Plan b) Approved Minutes of both Kick Off Meetings	a) 5 Business Days b) 5 Business Days (each)
2	Task 2: Install and Configure Initial Development and Testing Environments Deliverable: a) Initial Environment Technical Specification Document b) Approved Field Certifications	a) 5 Business Days b) 5 Business Days (each)
3	Task 3: Mobile MMS Solution Selection (Workshops, Identify Solution Candidates, Assist with Vendor and Product Selection, Participate in Negotiations, Etc.) Deliverable: a) Comprehensive set of disconnected and connected mobile Maximo Use Cases for LACDPW b) Mobile MMS Solution Requirements Document c) Product Evaluation/ Demonstration Checklist d) Memorandum, reviewed and approved by the LACDPW Project Manager, from the Contractor to the LACDPW Project Manager summarizing the results of the Mobile MMS Solution Selection process	a) 8 Business Days b) 5 Business Days c) 5 Business Days d) 5 Business Days
4	Task 4: Design Phase: Use Case Updates, Workshops, Requirements Traceability Matrix, Specifications Documents, Etc. Deliverables: a) Approved updated, revised, and/or additional Use Cases b) Workshop notes c) Approved Requirements Traceability Matrix d) All Approved Specifications Documents identified in this task, including the "Additional Items" Specifications Document and the Gap Analysis report and Recommendations Document, if applicable	a) 8 Business Days b) 3 Business Days c) 8 Business Days d) 8 Business Days (each)
4-A	Task 4-A: Industry Best Practice Subject Matter Expert Consultants (OPTIONAL) Deliverable: a) Subject Matter Experts (SMEs) to provide industry-specific Maximo Best Practices during the Use Cases and Workshops phases of Task 4	a) N/A
5	Task 5: Install and Configure Training and Production Environments Deliverable: a) Approved Field Certifications	a) 5 Business Days

DELIVERABLE	DELIVERABLE DETAIL	TIMEFRAME FOR COUNTY'S DELIVERABLE RESPONSE
6	Task 6: MMS System Solution Build Phase Deliverable: a) Approved Updated Requirements Traceability Matrix and Updated Specification Documents	a) 8 Business Days (each)
7	Task 7: Develop an MMS User Training Plan Deliverable: a) Approved MMS User Training Plan (including user and administrator training for the Mobile MMS Solution)	a) 8 Business Days
8	Task 8: Develop Training Materials and Conduct User Training Deliverables: a) Approved Training Materials b) User Training Completed, with signed releases if appropriate	a) 8 Business Days b) 3 Business Days
9	Task 9: Testing Deliverables: a) Approved Comprehensive Testing Plan b) Approved Unit Testing Completion Report c) Approved System Testing Completion Report d) Approved User Acceptance Testing Completion Report e) Approved Performance Testing and Tuning Configuration Report	a) 8 Business Days b) 3 Business Days c) 3 Business Days d) 3 Business Days e) 8 Business Days
10	Task 10: Implementation: Dress Rehearsal and Go Live Deliverables: a) Final copies of the Dress Rehearsal Task List, the Dress Rehearsal Checklist, the Go Live Task List, and the Go Live Checklist b) Updated Design Phase Requirements Traceability Matrix to record the final Maximo 7 "as-built" state c) Updated Specification Documents to record the final Maximo 7 "as-built" state d) Updated final Field Certifications documenting the final installation, system environments, and configurations for all four environments	a) 5 Business Days b) 8 Business Days c) 8 Business Days d) 5 Business Days
11	Post Go Live Support and Work Acceptance Deliverables: a) Approved memorandum from the Contractor to the LACDPW Project Manager summarizing the work performed during the thirty (or more) days of Post Implementation Support performed by Contractor and certifying that any and all Severity 1, Severity 2, Severity 3, or Severity 4 defects have been resolved and that the system has met all performance targets and approved and documented requirements for a period of at least fifteen (15) consecutive calendar days b) A Final Project Implementation Plan c) A copy of all Project-related data in the Document Sharing and Issues Tracking Application	a) 5 Business Days b) 8 Business Days c) 8 Business Days

Step 7. DISCUSSING THE DELIVERABLE RESPONSE

If desired, Contractor may discuss the Deliverable Response with County, and County may revise the Deliverable Response.

Step 8. REVISING AND RESUBMITTING THE DELIVERABLE

If the Deliverable Response indicated that the Deliverable needs to go through another review cycle, Contractor shall revise the Deliverable based on County's feedback in the Deliverable Response. Contractor shall submit the revised Deliverable using sequential version numbers (or release numbers) to identify each revision submitted. Along with the revised Deliverable, Contractor shall submit:

- A Response Tracking Sheet which indicates how each item on the Deliverable Response was addressed in revising the Deliverable
- A Deliverable Change Log which clearly points out (a) what has changed since the previous version of the Deliverable, and (b) all cumulative changes from the initial version that was submitted

Contractor shall take care to ensure that each change from previous versions of a Deliverable are called out in the Deliverable Change Log. County reserves the right to ignore or make retroactive changes to any item where a change has not been clearly and completely called out.

Each time a revised version of the Deliverable is submitted, it shall go through all the steps in this Process.

Step 9. ACCEPTING THE DELIVERABLE

When the Deliverable Response indicates that the Deliverable is accepted, County's Project Manager and County's Project Director will sign the Task/Deliverable Acceptance Certificate and the Process ends. **For document deliverables**, the County shall add the word "final" to the file name.

Step 10. MAINTAINING THE DELIVERABLE

For one-time Deliverables, after a Deliverable has been accepted, any further changes made during the course of the Project shall be made by adding amendments that County and Contractor both agree to. After the completion of the Contract, the County may make further changes to the Deliverable; if this is done, the County shall indicate the document has changed by adding the word "modified" to the file name. County shall own the Deliverable and may incorporate its contents, or portions thereof, into any subsequent work products as County deems fit. Contractor shall keep a copy of the final Deliverable, and any amendments, in its project records.

For continuous Deliverables, Contractor shall maintain, administer, and utilize the Deliverable in accordance with applicable specifications and purposes. County may from time to time review the status of the Deliverable, and shall indicate to Contractor any deficiencies that require re-working.

APPENDIX B
ATTACHMENT 7
SUMMARY OF EXISTING REPORTS
(from Design Phase - Reports)

The following are summaries of existing MMS reports use at DPW. The data in the third through sixth columns are indicators of report complexity. Actual values for specific reports are not guaranteed by the Department to be accurate. The data appearing in the seventh column represent how many versions of the report exist. For instance, there may be a version that provides detail while another provides only summaries, or one version may be grouped differently than another version. The data in this table are provided to the Proposers for use as an aid in developing their proposals, cost estimates, project schedules, and plans.

These reports are in Crystal Reports format:

Report ID	Report Description	Tables	Sub-reports	Groups	User Input Parameters	Ver-sions
ASSET_RGUARD.rpt	Guardrail Inventory	5	0	0	0	1
AssetRecord-EditHistory.rpt	Asset Record Update or Insert - Count by User	3	0	3	3	1
CFA001A1_6.rpt	Facility Report - inventory for a specified facility class and a specified attribute of that facility class.	3	3	5	4	1
CFA0021_6.rpt	Facility Count - Lists facility classes and counts the number of each facility currently active	2	0	2	1	1
F0002_6.rpt	Channels inventory	3	0	2	2	1
F0002Sum_6.rpt	Channels inventory - responsible organization summary	3	0	2	2	1
F0003_6.rpt	Crib dams inventory	3	0	6	2	2
F0004_6.rpt	Debris basin inventory	3	0	6	2	2
F0005_6.rpt	Debris retaining inlet inventory	3	0	6	2	2
F0006_6.rpt	Fire structure inventory	3	0	6	2	2
F0007_6.rpt	Dam Inventory	3	0	6	2	2
F0008_6.rpt	Mechanical Equipment Inventory	4	0	6	2	2

F0009_6.rpt	Pump Plant Inventory	3	0	2	2	2
F0011_6.rpt	Spreading Grounds Inventory	3	0	6	2	2
F0012_6.rpt	Stream Gaging Station Inventory	3	0	6	2	2
F0013_6.rpt	Sediment Placement Site Inventory	3	0	6	2	2
F0019_6.rpt	Flood Maintenance Division - Channels Summary Report	2	0	0	0	1
F0020_6.rpt	Flood Maintenance Division - Storm Drains Summary Report	2	0	0	0	1
F0027_6.rpt	Detention/Retention Inventory	3	0	6	2	2
FCB_Report_6.rpt	FMD Catch Basin Inventory	4	0	1	2	1
FMDrev_6.rpt	FMD Request For Storm Drain Connections	2	0	1	1	3
ICID001_6.rpt	ICID Data Entry Report	2	0	0	4	1
MMSF0017_6.rpt	Flood Maintenance Division - Facility Location Information	2	0	4	3	1
MMSF0064_6.rpt	Flood Maintenance Division - Resource Projection Report	1	1	2	6	1
MMSF0065_6.rpt	Flood Maintenance Division - Work Order Resource Requirement Report	2	2	4	11	1
MMSR0025_6.rpt	CDB Location /Facility/Equipment Street Name Errors	3	0	0	0	1
NOSPECS_6.rpt	MMS Facilities With No Specification Report	2	0	2	2	2
PBPathInv_6.rpt	Lists each segments of bike path that is considered an individual asset and provides detailed specification data	5	0	3	3	1
R04DFCY_6.rpt	Road Drain Inventory For Jurisdiction (Deficient)	2	0	0	4	4
R0005B_6.rpt	Road Code Inventory - lists each segment of street that is considered an individual asset	4	0	6	4	2
R0006_6.rpt	Maintenance Managment System - Road Code Summary	2	0	0	2	1
R0007_6.rpt	Road Code Mileage Summary by Surface Type	3	0	13	3	1

R0008_6.rpt	Pavement Windshield Survey	2	0	0	3	2
R0015AN_6.rpt	Bridge Inspection Listing by Alignment Name	4	0	2	0	1
R0015BR_6.rpt	Bridge Inspection Listing by Bridge Number	4	0	2	0	1
R0018BR_6.rpt	Bridge Inspection Listing by State Bridge Number	3	0	2	0	1
R0018JR_6.rpt	Bridge Inventory by Jurisdiction	3	0	6	1	1
R0019_6.rpt	RPT Type	5	0	6	7	1
R0019Sum_6.rpt	Trees Inventory (All Data) - Responsible Organization Summary	2	0	6	2	1
R0020_6.rpt	Trees Cash Contract Listing	3	0	6	5	3
R0020Q_6.rpt	Trees Cash Contract Listing - Species Count by Height	2	0	4	7	2
R0021_6.rpt	Road Drains Inventory	5	0	12	4	2
R0041_6.rpt	Letter Template to Residents for Tree Trimming Appointment	2	0	4	1	1
R0045_6.rpt	Summary of Median Length by Jurisdiction	2	0	4	1	1
RDR460A1_6.rpt	Bridge/Structure Detail Report	3	0	0	4	1
RDRAINS.rpt	2011 Road Drainage Structure Inspection Report	2	0	1	0	2
RDRAINS-20110802.rpt	Road Drainage Structure Inspection Report	2	0	1	1	1
RFA0100_6.rpt	Road Code Specification, location, and description data check	4	0	0	1	2
RLO001_6.rpt	Street Coordinate Reference List	3	0	6	0	1
SFA011_6.rpt	Pump Stations and Treatment Plant Guide	2	1	6	0	1
TS_AL_CI_6.rpt	Traffic Signal Inventory (Alpha) - City	3	0	6	0	6
W0003_6.rpt	Meters Inventory	4	0	10	3	2
W0008_6.rpt	Valves Inventory	4	0	8	3	2
CPM001-1	Lists PMs that are overdue for work order generation	2	0	5	3	1

C0062_6	PM and Job Plan	3	1	0	9	1
CWO001_6	WORK ORDERS NOT COMPLETED IN 120, 240, AND 480 DAYS, status non-c*, non-PM	3	1	3	1	1
CWO025_6	Work Order Listing Report (By Status)	3	0	2	7	3
CWO026_6	Work Request Listing Report (By Status)	3	2	2	7	3
FWO001_6	FLOOD MAINTENANCE DIVISION MMS WORK ORDER OVER 6 MONTHS OLD - {1@AREA}	2	0	2	4	1
FWO002_6	FLOOD MAINTENANCE DIVISION CANCELLED MMS WORK ORDERS REPORT - {1@AREA}	6	2	2	2	1
MMSC0001_6	WORK ORDER CHECKING REPORT - COMPLETED	6	1	4	2	2
MMSF0030_6	Work Order Listing Report (By emp loc by asset description)	3	0	4	9	2
MMSO0008_6	OSD Supervisor's Work Order Report	2	0	2	7	1
MMSR0051a_6	Work Order Summary Report	3	1	2	7	1
MMSS0040_6	Sewer Maintenance Work Order - Inspect sewer manholes	6	0	0	8	2
MMSS0041_6	Sewer Maintenance Work Order - Clean Sewer Line	5	0	0	8	1
MMSS0042_6	Sewer Maintenance Work Order - Adjust Manhole	5	0	0	8	1
MMSS0043_6	Sewer Maintenance Work Order - Control Vermin	6	0	0	8	1
MMSS0044_6	Sewer Maintenance Work Order - Install Sewer Saddle	6	0	0	8	1
MMSS0045_6	Sewer Maintenance Work Order -Sewer Line Service Request	5	0	0	8	1
MMSS0046_6	Sewer Maintenance Work Order - Inspect sewer by closed circuit television	6	0	0	8	1
MMSS0047_6	Sewer Maintenance Standard Work Order Form	5	0	0	8	1

MMSW0042_6	Electro Mechanics Work Order - LA County Waterworks Districts	5	0	0	9	1
pvsunp_6	Work Orders Planned Vs. Unplanned by division, by org, by priority, by work type based on gross work order count	2	3	10	3	1
SDCONN_6	List of Storm Drain Connection	4	0	1	2	1
SPRODDIV_6	Sewer Maintenance Productivity Report - Collection System Division Report	2	0	2	2	1
SPRODYARD_6	Sewer Maintenance Productivity Report - Collection System by Yard	2	0	2	3	2
WMD0001_6	Illicit Discharges List	1	0	0	2	1
WMD0002_6	Drains List for Location	2	0	0	1	1
WO_LDF_6	List of Damaged Facilities by Work Order Number - for disaster	1	0	0	7	1
WOASSIGN_6	Work Order Assignment Listing	3	0	2	5	1
WOBYEMPNO	Work Order Report - Current WO's assigned to Employees	2	0	0	1	1
WOHIER_6	Work Order Hierarchy Listing	3	0	2	0	1
WOINSPECT	FMD Inspection and related work orders - east area	3	0	1	0	1
WORRecord-EditHistory	MMS work order record update or insert count by user	1	0	2	3	1
CWO026_6	Work Request Listing Report by Status	3	1	4	7	3
cwo020	Work Order Report	10	--	1	1	1
dpw_jpdetail_act	Job Plan Detail	11	--	1	0	1
dpw_WO041_act	Water Services Work Order	5	--	0	0	1
dpw_woprint_act	Work Order Print	12	--	1	0	1
dpw_workld_act	Work Order Tracking List with Long Descriptions	6	--	0	1	1
dpw_wotrack_act	Work Order Tracking List with Long Descriptions	2	--	0	0	1

None	Rental Equipment Meters	3	2	4	4	1
None	Rental Equipment Usage Report by Minor Class	2	3	3	5	1
None	Equipment Replacement Priority Report	5	1	1	2	1
None	Rental Equipment Working Days In Shop and Availability Report	2	2	12	5	1
None	Equipment Replacement Priority Report Based on Metered Use and Age	5	0	2	1	1

These reports are in Actuate format (discontinued by IBM) and will need to be developed into BIRT, Crystal, or Cognos reports:

Report ID	Report Description	Tables	Sub-reports	Groups	User Input Parameters	Ver-sions
cwo020	Work Order Report	10	n/a	1	1	1
dpw_jpdetail_act	Job Plan Detail	11	n/a	1	0	1
dpw_WO041_act	Water Services Work Order	5	n/a	0	0	1
dpw_woprint_act	Work Order Print	12	n/a	1	0	1
dpw_workld_act	Work Order Tracking List with Long Descriptions	6	n/a	0	1	1
dpw_wotrack_act	Work Order Tracking List with Long Descriptions	2	n/a	0	0	1

There are no existing reports in Cognos format.

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version 6-10-15.docx

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PW-23	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

VERIFICATION OF PROPOSAL

FORM PW-1

DATE: _____, 201____ **THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:**

1. This Declaration is given in support of a Proposal for a Contract with The County of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.

2. Name of Service: _____

DECLARANT INFORMATION

3. Name Of declarant: _____

4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).

5. My Title, Capacity, Or Relationship to the Proposer(s) is: _____

PROPOSER INFORMATION

6. Proposer's full legal name: _____ Telephone No.: _____

Physical Address (NO P.O. BOX): _____ Mobile No.: _____

e-mail: _____ Fax No.: _____

County WebVen No.: _____ IRS No.: _____ Business License No.: _____

7. Proposer's fictitious business name(s) or dba(s) (if any): _____

County(s) of Registration: _____ State: _____ Year(s) became DBA: _____

8. The Proposer's form of business entity is (CHECK ONLY ONE):

Sole proprietor Name of Proprietor: _____

A corporation: Corporation's principal place of business: _____

State of incorporation: _____ Year incorporated: _____

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: _____

Secretary: _____

A general partnership: Names of partners: _____

A limited partnership: Name of general partner: _____

A joint venture of: Names of joint venturers: _____

A limited liability company: Name of managing member: _____

9. The only persons or firms interested in this proposal as principals are the following:

Name(s)	Title	Phone	Fax
---------	-------	-------	-----

Street	City	State	Zip
--------	------	-------	-----

Name(s)	Title	Phone	Fax
---------	-------	-------	-----

Street	City	State	Zip
--------	------	-------	-----

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? No Yes

If yes, name of parent firm: _____

State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? No Yes If yes, please list the other name(s):

Name(s): _____ Year of name change: _____

Name(s): _____ Year of name change: _____

12. Is your firm involved in any pending acquisition or merger? No Yes

If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.

I declare under penalty of perjury under the laws of California that the above information is true and correct.

Signature of Proposer or Authorized Agent: _____ Date: _____

Type name and title: _____

**SCHEDULE OF PRICES FOR
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
NEXTGEN MMS PROJECT**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

It is understood and agreed that the County, at its sole discretion, has the option to expand any approved subtask to better achieve the County's objectives of this Project and/or to reduce or discontinue any approved subtasks due to time constraints or lack of effectiveness in achieving the County's objectives for this Project. The County reserves the right to reallocate funds, any unspent task funds, or surplus funds to better achieve the County's objectives for this Project.

Please note the following:

- **The cost of software licenses, if any, shall not be included in the Contractor's pricing for this contract.**
- **Items 1 through 11 are subject to 15% holdback/retention.** (County will hold 15% of each payment and release these holdback/retention funds as the final project payment upon acceptance of all deliverables and issuance by the County of the Work Acceptance Certificate)
- **Item 10 (Implementation: Dress Rehearsal and Go Live) should equal no less than fifteen percent of the Total Proposed Price.**
- **Items 12 (Project Management) and 13 (Start of Warranty Period) should have no price associated with them.**

Item No.	Summary Description and Deliverable(s)	Unit	Proposed Price	Estimated # of Weeks from "Notice to Proceed" to Item Completion
1	Task 1: Project Start Up: Project Management Kick Off and Core Team Kick Off Meetings Deliverables: a) Project Implementation Plan b) Minutes of both Kick Off Meetings	lump sum		
2	Task 2: Install and Configure Initial Development and Testing Environments Deliverables: a) Initial Environment Technical Specification Document b) Actual working systems configured as required in the MAXDEV7 and MAXTEST7 environments c) Field Certifications Forms	lump sum		
3	Task 3: Mobile MMS Solution Selection (Workshops, Identify Solution Candidates, Assist with Vendor and Product Selection, Participate in Negotiations, Etc.) Deliverables: a) Comprehensive set of disconnected and connected mobile MMS Use Cases for DPW b) Mobile MMS Solution Requirements Document c) Product Evaluation/ Demonstration Checklist d) Memorandum and Report from the Contractor to the County's Project Manager summarizing the results of the Mobile MMS Solution Selection process	lump sum		

Item No.	Summary Description and Deliverable(s)	Unit	Proposed Price	Estimated # of Weeks from "Notice to Proceed" to Item Completion
4	Task 4: Design Phase: Best Practice Experts, Use Case Updates, Workshops, Requirements Traceability Matrix, Specifications Documents, Etc. Deliverables: a) Updated, revised, and/or additional Use Cases b) Workshop notes c) Requirements Traceability Matrix d) All 22 Specifications Documents identified in this task, including the "Additional Items" Specifications Document and the "Gap Analysis" Report and Recommendations Document	lump sum		
4-SME	Task 4-SME (OPTIONAL): Subject Matter Expert Consultants Deliverable: a) Subject Matter Experts (SMEs) to provide industry-specific Maximo Best Practices during the Use Cases and Workshops phases of Task 4	lump sum		
5	Task 5: Install and Configure Training and Production Environments Deliverable: a) Actual working systems configured as required in the MAXTRAIN7 and MAXPROD7 environments b) Field Certifications Forms	lump sum		
6	Task 6: MMS Solution Build Phase Deliverable: a) Develop and implement the solutions specified in the Requirements Traceability Matrix and the various Specification Documents developed in the Design Phase b) Updated Requirements Traceability Matrix and Updated Specification Documents	lump sum		
7	Task 7: Develop an MMS User Training Plan Deliverable: a) MMS User Training Plan (including user and administrator training for the Mobile MMS Solution)	lump sum		
8	Task 8: Develop Training Materials and Conduct User Training Deliverables: a) Training Materials b) User Training Completed, with signed releases if appropriate	lump sum		
9	Task 9: Testing Deliverables: a) Comprehensive Testing Plan b) Unit Testing Completion Report c) System Testing Completion Report d) User Acceptance Testing Completion Report e) Performance Testing and Tuning Configuration Report	lump sum		

Item No.	Summary Description and Deliverable(s)	Unit	Proposed Price	Estimated # of Weeks from "Notice to Proceed" to Item Completion
10	Task 10: Implementation: Dress Rehearsal and Go Live Deliverables: a) Conduct the successful Dress Rehearsal b) Conduct the successful Go Live c) Final copies of the Dress Rehearsal Task List, the Dress Rehearsal Checklist, the Go Live Task List, and the Go Live Checklist d) Updated Design Phase Requirements Traceability Matrix to record the final Maximo 7 "as-built" state e) Updated Specification Documents to record the final Maximo 7 "as-built" state f) Updated final Field Certifications documenting the final installation, system environments, and configurations for all four environments	lump sum		
11	Post Go Live Support and System Acceptance Deliverables: a) Post Go Live memorandum from the Contractor to the County's Project Manager summarizing the work performed during the thirty (or more) days of Post Go Live Support b) Final Project Implementation Plan c) Copy of all Project-related data in the Document Sharing and Issues Tracking Application	lump sum		
12	Project Management (Contractor shall include in its prices for Items 1 through 11 a proportional share of all costs related to the Contractor's project management, including the preparation, revision, and delivery of various status reports and meeting/workshop notes. No separate "Project Management" price shall be shown and no separate "Project Management" item will be invoiced or paid.)	N/A	N/A	
13	180 day Warranty Period commencing upon the end of the Post Go Live support period and issuance of the Work Acceptance Certificate	N/A	N/A	
TOTAL PROPOSED PRICE:		\$		

Change Orders and Optional Services Fixed Hourly Rate

Proposer's fixed hourly rate for the purpose of calculating the cost for any Project Change Order or in response to a request by the County for Optional Services (Statement of Work, Section 4), if any:

\$ _____ / hour

The County, at its sole discretion, will determine the necessity of any such Optional Services.

The Change Orders and Optional Services Fixed Hourly Rate will not be calculated as part of the Total Proposed Price

**SCHEDULE OF PRICES FOR
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
NEXTGEN MMS PROJECT**

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
E-MAIL		
PHONE	MOBILE	FACSIMILE

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COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:
Company Address:
City: State: Zip Code:
Telephone Number:
(Type of Goods or Services):

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost, and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost, and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. ATTACH THE AGREEMENT.

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Title:
Signature: Date:

CONFLICT OF INTEREST CERTIFICATION

I, _____

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) _____

of _____
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	
Authorized representative	
Signature	Date

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

As Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners):

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within ten business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

- I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*).
- I have submitted my three most recent annual tax returns with my application.
- I have been in operation for at least one year providing transitional job and related supportive services to program participants.
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants, and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SIGNATURE _____

DATE: _____

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
- 2. Name of Litigation/Judgment: _____
- 3. Case Number: _____
- 4. Court of Jurisdiction: _____
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
- 2. Name of Litigation/Judgment: _____
- 3. Case Number: _____
- 4. Court of Jurisdiction: _____
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ Date: _____

NEXTGEN MAINTENANCE MANAGEMENT SYSTEM (NEXTGEN MMS)
MAXIMO UPGRADE AND SERVICES (2015-IT011)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Proposer's Name

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: _____ Date: _____

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206.

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation.

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

-
- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:
-
-

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm:	County Webven No.
Print Authorized Name:	Title:
Authorized Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

1. It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code, Chapter 2.160;
2. that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
3. it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**NEXTGEN MAINTENANCE MANAGEMENT SYSTEM (NEXTGEN MMS)
MAXIMO UPGRADE AND SERVICES (2015-IT011)
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracies in the information provided in this form, or this form and your proposal, may subject your proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following Minimum Mandatory Requirements:

1. The Proposer must have at least three years of continuous experience implementing client Maximo systems at version 6.0 or higher. **Subcontracting is not allowed to meet this requirement.**
 - Yes. Proposer meets the experience requirement stated above. Please complete the chart below. (In addition to responding on this form, as specified in Section 2.9.6.2, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Name	Dates of Experience (Mths/Yr to Mths/Yr)	Maximo Version Implemented	Detailed Description of Experience	Page Number*

*List the page number in the proposal containing the proposer's experience.

No. Proposer does not meet the experience requirements stated above.

2. The Proposer must have managed or led some combination of at least three successful client upgrades to Maximo v 7.x or three successful new Maximo v 7.x implementations or re-implementations. **Subcontracting is not allowed to meet this requirement.**

Yes. Proposer meets the experience requirement stated above. Please complete the chart below. (In addition to responding on this form, as specified in Section 2.9.6.2, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Upgrades to Maximo v 7.x:

No.	Client's Name	Previous Maximo Version	Upgraded Maximo Version	Description of Service Performed	Page Number*
1					
2					
3					

* List the page number in the proposal containing this detailed experience.

AND/OR

New Maximo v 7.x implementations or re-implementations:

No.	Client's Name	Previous Maximo Version	Upgraded Maximo Version	Description of Service Performed	Page Number*
1					
2					
3					

* List the page number in the proposal containing this detailed experience.

No. Proposer does not meet the experience requirements stated above.

3. The proposer and/or its subcontractor(s) must have managed or led at least one successful integration of Maximo (with Maximo Spatial) with a client's ESRI ArcGIS system.

Yes. Proposer meets the experience requirement stated above. Please complete the chart below. (In addition to responding on this form, as specified in Section 2.9.6.2, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Maximo with Maximo Spatial, integrated with a client's existing ESRI ArcGIS system:

No.	Client's Name	Maximo Version	ESRI ArcGIS Version	Description of Service Performed	Page Number*	Subcontractor (Yes or No)
1						
2						
3						

* List the page number in the proposal containing this detailed experience.

No. Proposer and/or its subcontractor(s) does not meet the experience requirements stated above.

4. The proposer's planned Project Manager for this Project must be a full-time employee of the Contractor. This person must have a minimum of two (2) years' experience in successfully implementing IBM Maximo v 7.x. **Subcontracting is not allowed to meet this requirement.**

Yes. Proposer's planned Project Manager meets the experience requirement stated above. Please complete the chart below. (In addition to responding on this form, as specified in Section 2.9.6.2, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Project Manager's Name	Dates of Experience (Mth/Yr to Mth/Yr)	Maximo Version Implemented	Detailed Description of Staff Experience	Page Number*

* List the page number in the proposal containing this detailed experience.

No. Proposer does not meet the experience requirements stated above.

5. The proposer's planned staff must submit a copy of a valid and active certification to perform Maximo system implementations as evidenced by holding one or more of the following IBM certifications applicable to Maximo v 7.1 or greater:

- IBM Certified Advanced Deployment Professional
- IBM Certified Infrastructure Deployment Professional
- IBM Certified Deployment Professional
- IBM Certified Solution Advisor
- IBM Certified Solution Designer

Subcontracting is not allowed to meet this requirement.

Yes. Proposer's planned staff meets the experience requirement stated above. Please complete the chart below. (In addition to responding on this form, as specified in Section 2.9.6.2, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Staff's Name and Planned Role	Type of Certifications	Valid/Active Dates	Page Number*

* List the page number in the proposal containing this certification and their detailed experience.

No. Proposer does not meet the experience requirements stated above.

**NEXTGEN MAINTENANCE MANAGEMENT SYSTEM (NEXTGEN MMS)
MAXIMO UPGRADE AND SERVICES (2015-IT011)
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

I declare under penalty of perjury that the above information is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name:	
Address:	
Authorized representative:	Date:
Signature:	

REQUIRED CONTRACT CERTIFICATION

Please complete, date and sign this form. The person signing the form must be authorized to certify on behalf of the Proposer. I certify on behalf of the Proposer that (check applicable box and sign below):

- The Proposer (i) accepts all terms and conditions specified in Appendix A (Required Contract) to the RFP, as such may be modified by County following the release of the RFP prior to the commencement of the Contract negotiations or execution of the resultant Contract, and (ii) shall not raise any exceptions or objections to the Required Contract, as such may be modified by County, if County elects to negotiate with the Proposer and award the Proposer the resultant Contract.
- The Proposer (i) takes exceptions to Appendix A (Required Contract) to the RFP, which are attached hereto, and (ii) acknowledges and agrees that County may, in its sole discretion, find that such exceptions are material enough to deem the proposal non-responsive and not be subject to further evaluation or may deduct points from the Proposer's evaluation score, as further specified in Section 2.9.7.2 (Required Contract Certification (Section C.2)) of the RFP.

Signature

Date

Name

Title

STATEMENT OF WORK CERTIFICATION

Please complete, date and sign this form. The person signing the form must be authorized to certify on behalf of the Proposer. I certify on behalf of the Proposer that (check applicable box and sign below):

- The Proposer (i) agrees to provide all tasks, subtasks, deliverables, goods, services and other work as specified in Appendix B (Statement of Work) to the RFP, as such may be modified by County following the release of the RFP prior to the commencement of Contract negotiations or execution of the resultant Contract, and (ii) shall not raise any exceptions or objections to such Statement of Work, as such may be modified by County, if County elects to negotiate with the Proposer and to award to the Proposer the resultant Contract.
- The Proposer (i) proposes revisions to Appendix B (Statement of Work) to the RFP, which are attached hereto, and (ii) acknowledges and agrees that County may, in its sole discretion, find that such revisions are material enough to deem the proposal non-responsive and not be subject to further evaluation or may deduct points from the Proposer', as further specified in Section 2.9.7.3 (Statement of Work Certification (Section C.3)) of the RFP.

Signature

Date

Name

Title

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

APPENDIX D

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Appendix A through L, inclusive, of this Contract (Appendix A-L) and this PRS, Appendix A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Appendix A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Liquidated Damages	As described in Section 31 (Liquidated Damages) of the Contract.	\$500 per day per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Daily/weekly/monthly report – submitted and approved.	\$50 per business day per report that is late or not corrected / approved.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Items 1, 2, and 11 of Schedule of Tasks and Payments	Project Deliverables submitted and approved.	\$100 per business day per report that is late or not corrected / approved.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Reports (Other Than Those in B.1 and B.2 above)	Filed and approved within time frame requested.	\$50 per business day per report that is late or not corrected / approved.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

APPENDIX D

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Appendix A through L, inclusive, of this Contract (Appendix A-L) and this PRS, Appendix A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Appendix A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
<p>C. EMPLOYEES</p> <p>1. Contractor's Employee Criminal Background Investigation</p>	<p>Prior to the start of the Contract and continuation of the Contract the Contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who <u>do not</u> pass or are not certified shall be immediately removed.</p>	<p>\$100 per employee per day who is not certified as passing the background check.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>2. Employees well oriented to job; Maintain knowledge of system requirements</p>	<p>Employees must have thorough knowledge of facilities and system and their needs.</p>	<p>\$50 per error or omission resulting from lack of orientation; possible suspension.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	
<p>3. Staffing</p>	<p>Staffing levels are equal or exceed Contract requirements.</p>	<p>\$50 per occurrence.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

APPENDIX D

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Appendix A through L, inclusive, of this Contract (Appendix A-L) and this PRS, Appendix A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Appendix A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Training program	Document training of each employee.	\$250 per untrained employee.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Maintain knowledge of County Policy of Equity and other required County policies and rules	Completion of training of all accepted standards for equitable practices related to work performed for the County.	\$50 per employee, per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall request approval of the County in writing of any change in of its Project Manager.	\$250 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

APPENDIX D

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Appendix A through L, inclusive, of this Contract (Appendix A-L) and this PRS, Appendix A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Appendix A-L, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Supervisors speak, read, write, and understand English	On-site supervisor can effectively communicate in English with County Contract Manager.	\$100 per day for use of non-English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of Contract and on a timely basis there-after.	\$200 per day; work/Contract; possible suspension; possible termination for default of Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; possible suspension; possible termination for default of Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in Contract.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

APPENDIX D

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Appendix A through L, inclusive, of this Contract (Appendix A-L) and this PRS, Appendix A-L shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Appendix A-L, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. License and Certification	All license and certifications as outlined in the minimum requirements for Contractor.	\$200 per day; possible suspension; possible termination for default of Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of Contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Division Report

Prior Memo

Memo

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

(Obtain latest version from IRS website)
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
 Internal Revenue Service

Notice 1015

(Rev. December 2014)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babySAFE.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

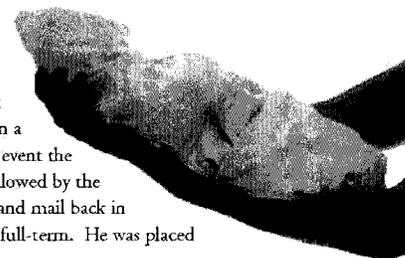
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- 2.202.010 Findings and declarations.
- 2.202.020 Definitions.
- 2.202.030 Determination of contractor non-responsibility.
- 2.202.040 Debarment of contractors.
- 2.202.050 Pre-exemption.
- 2.202.060 Severability.

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005; Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.

(2) The frequency and/or number of incidents and/or duration of the wrongdoing.

(3) Whether there is a pattern or prior history of wrongdoing.

(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

Page 4 of 5

- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best

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interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.gov/charities/statutes.php/>

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix M is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.