



REQUEST FOR PROPOSALS

For

COUNTYWIDE COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) SOFTWARE SJCDPW-RFP-23-04

October 23, 2023



**San Joaquin County
Department of Public Works
1810 East Hazelton Avenue
Stockton, California 95205
(209) 953-7452**

Solicitation #SJCDPW-RFP-23-04

**COUNTY OF SAN JOAQUIN
DEPARTMENT OF PUBLIC WORKS**

**Countywide Computerized Maintenance Management System (CMMS) Software
Request for Proposals
SJCDPW-RFP-23-04**

1.0 INTRODUCTION

San Joaquin County (County) comprises the Stockton–Lodi–Tracy metropolitan statistical area within the regional San Jose–San Francisco–Oakland combined statistical area. The County is located in Northern California's Central Valley just east of the very highly populated nine-county San Francisco Bay Area region and is separated from the Bay Area by the Diablo Range of low mountains with its Altamont Pass. The County encompasses an area of 1,426 square miles, including 35 square miles of water and waterways, with seven cities — Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy — The San Joaquin County Department of Public Works (SJCDPW) has a long history of providing responsive public service and innovative programs while operating under sound fiscal principles.

SJCDPW requests technical proposals from qualified consulting firms to undertake, perform, and complete the tasks set forth in Request for Proposals (RFP) – SJCDPW-RFP-23-04. The selected consulting firm (CONSULTANT) will perform professional services for the Countywide Computerized Maintenance Management System Software (CMMS).

SJCDPW desires to transform current processes into a data-driven service tool designed to receive, track, and display status on service requests via various portals (i.e., phone, web, customer service representative, etc.). The qualified consulting firm will convert these service requests into work orders as circumstances dictate, and be able to store and utilize the data captured as a result of all service related activity to conduct data analysis to calculate cost of services provided by SJCDPW, and identify areas of importance based on activity (trend analysis).

SJCDPW also desires the ability to provide financial forecasts for services based on stored accurate data and to communicate with the SJCDPW's financial system to ensure sound, strategic cost and expenditure analysis for budget forecasting long-range financial planning.

1.1 SUMMARY OF REQUEST FOR PROPOSAL

RFP Title: Computerized Maintenance Management System (CMMS) Software and Support

Proposal: The PROPOSER's proposal shall comprise of eight elements:

1. Software Supply, Installation, and Training
2. Software Maintenance
3. Software Demonstration
4. CMMS Configuration
5. CMMS Implementation, Testing, and Training
6. Costs a) Software b) Maintenance, c) Configuration and Implementation d) Extras
7. Customer References
8. Suggestions to Scope of Services

1.2 BACKGROUND

SJCDPW would like the CMMS to provide coverage county-wide across all divisions and departments within the County.

SJCDPW is a local authority servicing a population of approximately 779,233 people within the County that would be utilizing this program. SJCDPW Road Maintenance Division and Utilities Maintenance Division would be the primary users.

The Road Maintenance Division is responsible for the operation and maintenance of 1,600 miles of County roads. Functions of this Unit include the following:

- Repair of roadway surfaces by patching and sealing.
- Preventive maintenance and pavement life extension by placing chip seal costs.
- Control of roadway vegetation by moving and herbicide spraying; re-grading shoulders.
- Cleaning and maintaining roadside ditches, culverts, and storm drainpipes.
- Street sweeping and roadway debris removal.

The Road Maintenance Division maintains 277 bridges, 364 minor structures, 3 ferry landings, and numerous barricades and guardrails throughout the County. Roadway signage and marking activities include fabricating, installing and maintaining traffic signs; painting centerlines and other traffic markings; and installing raised pavement markings. Road Maintenance Division has 85 staff to conduct field work.

The Utility Maintenance District Division budget provides for the operation and maintenance of the various utility districts governed by the Board of Supervisors (BOS). This budget funds the staffing, services, and equipment needed to provide domestic water, sanitary sewer, and storm drain pumping services to the residents of these districts.

Services are provided to customers within a variety of County Special Service Districts, representing the equivalent of a city of more than 18,000 in population. The Utility Maintenance District Division operates and maintains 30 water systems with 52 wells; 3 sewage treatment plants; 9 sewage pumping stations; and 68 storm drain pumping stations. These systems are spread throughout the 1,448 square miles of the County. The Utility Maintenance Division has 20 staff to conduct field work.

1.3 CURRENT ASSET MANAGEMENT AND CUSTOMER SERVICE PROGRAMS

County Road Maintenance Division and Utilities Division basic asset inventories are held in many different applications, predominantly spreadsheets. Maintenance work is planned and administered by the maintenance supervisors using hand-developed schedules and documentation. The County currently utilizes GoRequest to track work requests and to provide some preventative maintenance scheduling.

Note: GoRequest current contract with SJCDPW includes Work Order Module that has been implemented in the last few years. It would be desirable for the new CMMS to work with GoRequest but it is not required.

2.0 PRELIMINARY WORK SCOPE

SJCDPW's Preliminary Work Scope (SCOPE) is shown as EXHIBIT "A". Interested firms will need to response to all tasks as defined in EXHIBIT "A".

3.0 SERVICES PROVIDED BY SJCDPW AND RESTRICTIONS

SERVICES PROVIDED BY SJCDPW

SJCDPW will provide the following services and/or information to the CONSULTANT:

- Access without charge to data, reports, and maps that currently exist in County files, which are necessary for carrying out the requested services; and
- Cooperation of assigned SJCDPW staff in carrying out the work on the CMMS without undue delay.

Access to information is limited to data of record in County files and in the formats as recorded. The CONSULTANT shall check and verify existing information and conditions and notify SJCDPW of any deficiencies or concerns.

SJCDPW reserves the right to eliminate, reduce or modify the SCOPE or to perform any of said work with SJCDPW staff.

4.0 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Each page of the proposal must be numbered, and the total number of pages may not exceed fifty (50) pages or twenty five (25) double-sided, standard pages (8 ½ by 11”). The page limit applies to all content with the following exceptions: an optional table of contents, not to exceed one page; any folder, cover or section dividers; the required Debarment and Suspension Certification and other attachments described below.

The Technical Proposal does not include cost or rate information. County will only request Cost Proposal from the highest ranked CONSULTANT. Costs for preparing and submitting a response to this RFP are entirely the responsibility of firm and shall not be chargeable in any way to SJCDPW.

The required content, described below, includes a Cover Letter, Executive Summary, Approach and Work CMMS, and Schedule and Task Effort Worksheet.

4.1 COVER LETTER

- A. Authorization and Compliance: The technical proposal must be delivered with a cover letter signed by an official or representative authorized by CONSULTANT to negotiate and commit to terms regarding the RFP. CONSULTANT shall provide a brief statement addressing the ability of the CONSULTANT and any subconsultant to comply with the indemnification requirements as outlined in Section 10.0 “INDEMNIFICATION REQUIREMENTS,” and the required minimum insurance as outlined in Section 11.0 “INSURANCE REQUIREMENTS”. CONSULTANT shall also provide a brief statement affirming that the proposal terms shall remain in effect for one hundred twenty (120) days following the date proposal submittals are due.
- B. Affirmative Action CMMS: CONSULTANT shall attest to its affirmative action CMMS or other policies aimed at eliminating unlawful discrimination and provide a brief statement about the CONSULTANT’s adoption and compliance with its CMMS or policy.
- C. Conflict of Interest: CONSULTANT shall disclose to SJCDPW any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required. A potential conflict of interest may include, but is not limited to, work related to CMMS in the Garden Acres Community, contracts with County departments, cities, developers, current clients, and other parties who may have a financial interest in the outcome of the CMMS. At the County’s discretion, a potential conflict of interest may be waived or factored into the final award decisions and/or a modified scope of work. Please refer to EXHIBIT E “Boilerplate Consultant Agreement” for more information about conflict of interest.
- D. Debarment and Suspension Certification: In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, CONSULTANT shall certify that there are currently no suspensions, debarments, voluntary exclusions or ineligibility determinations by any federal agency. The completed Debarment and Suspension Certification, Attachment “A”, shall be submitted as part of the proposal; however, it is excluded from the RFP’s maximum allowable length.

- E. State Prevailing Wage Rates: CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1773, and all federal, state, and local laws and ordinances to the work.
- F. Signature and contact information: The cover letter shall be signed by CONSULTANT's Project Manager and an official authorized to negotiate and contractually bind CONSULTANT with the County regarding the requested services. The Project Manager shall be the main contact with SJCDPW for technical and contractual issues. **Please provide the telephone number, email, and office location of the Project Manager.**
- G. Optional, Additive Scope of Work: CONSULTANT shall provide a brief statement acknowledging SJCDPW's option to request optional, additive work as described in the Preliminary Work Scope. The statement shall further recognize that CONSULTANT and SJCDPW will execute a Task Order specifying the additional services requested and the negotiated amount of additional compensation.

4.2 EXECUTIVE SUMMARY

The proposal includes a summary of the approach, work CMMS, schedule, and capabilities of CONSULTANT, subconsultants, and professional personnel. The summary should indicate an understanding of the purpose of CMMS and the required services.

The Statement of Qualifications (SOQ) portion of the proposal shall contain the following information for the CONSULTANT and all subconsultants:

- A. A summary of the CONSULTANT's overall capabilities, history, recent and related experience, and expertise. The proposed relationships among all key personnel and support staff that are expected to provide services for the CMMS should also be identified. Provide information on the CONSULTANT's experience related to providing the requested services for the CMMS. Provide information on the CONSULTANT's current workload, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the CMMS within the time constraints stated.
- B. Resumes of key personnel anticipated to participate in the CMMS and an explanation of the function that each key person will be performing. Provide information on the key personnel's experience related to providing services for the CMMS. Similar information is required for each subconsultant's proposed personnel utilized, if any, and the approximate percentage of their contribution.
- C. A recent history (within the past three years) of the successful utilization of CONSULTANT's CMMS software in three Public Works environments in the following areas:
 1. Software Supply, Installation, and Training
 2. Software Maintenance
 3. Software Demonstration
 4. CMMS Configuration
 5. CMMS Implementation, Testing, and Training
 6. Costs a) Software b) Maintenance, c) Configuration and Implementation d) Extras
 7. Customer References
 8. Suggestions to Scope of Services
- D. Provide an example of a positive track record of delivering CMMS software maintenance services to three Public Works clients for the past five years.
- E. Provide three instances where the PROPOSER(s) software has been initially used for CMMS activities by a Public Works Department that have, over time, developed an Enterprise Asset Management System (EAMS) comparable, or larger, in size to that of the County.

4.3 APPROACH AND WORK CMMS

The technical proposal will include a work plan, which delineates the approach to complete the requested services for the CMMS. The work plan should demonstrate the CONSULTANT's understanding of SJCDPW's SCOPE, refine and/or expand the SCOPE to reflect the CONSULTANT's approach and address the CONSULTANT's capability to complete the SCOPE within the proposed schedule. The work plan should include the following:

- A. Identify the CONSULTANT's Project Manager and detail the specific responsibilities of the project Manager. Identify the Person-In-Charge when the project Manager is not available.
- B. List all subconsultants providing services to the CONSULTANT for the completion of the SCOPE and describe their functional roles. Include the names, addresses, and current telephone numbers of the CONSULTANT and the name of the key representative assigned. Provide a description and an organizational chart of the proposed team structure.
- C. Identify who will be performing quality control and provide a breakdown and percentage of time that will be devoted by the CONSULTANT in performing this function related to work effort and products.
- D. Describe the approach and methodology that will be used to provide the required services including any equipment. The specific level of work effort and subsequent work products must be emphasized. The level of detail must clearly delineate between major and minor work tasks.
- E. *Identify any supplemental tasks deemed necessary and recommend alternatives, which may enhance the CMMS, reduce cost, or expedite delivery.*
- F. Indicate where the work is to be performed. If the work is to be shared among CONSULTANT's different offices, identify the locations and the work to be performed in each CONSULTANT or office.
- G. A description of CMMS experience and knowledge of the immediate area of the County.
- H. Indicate how much staff time CONSULTANT assumes SJCDPW or other agencies will devote to the preparation or completion of the tasks outlined in the preliminary work scope.

4.4 SCHEDULE

The CONSULTANT shall prepare and submit a comprehensive schedule to reflect the time frames required for completing each task of the SCOPE and show work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. Milestones, which are interdependent, and the completion date of each milestone must be identified. The CONSULTANT shall indicate in the proposal whether the completion of SCOPE can be realistically completed in more or less time than that stated. The CONSULTANT is encouraged to develop additional detail regarding the work schedule, suggest changes within the constraints of the duration and end dates, and suggest changes to expedite delivery of the requested services.

The Schedule shall include the tentative date of execution of the Consultant Services Agreement by the County BOS and the issuance of Notice to Proceed according to the schedule in Section 7.1 Consultant Selection Schedule.

4.5 COST PROPOSAL

County will only request Cost Proposal from the highest ranked CONSULTANT. The highest ranked CONSULTANT will submit the Cost Proposal in the following categories in digital format.

- a) Software
 - b) Maintenance
 - c) Configuration and Implementation
 - d) Customer Services Portal
 - e) Extra Charges (Ex. Customer reports, modifications)
 - f) Suggestions to Scope of Services
- Optional: The CONSULTANT'S may choose to provide an estimate for:
 Option 1: integration with existing GoRequest solution
 Option 2: Any features that San Joaquin County did not discuss but could improve efficiencies.

5.0 PROPOSALS SUBMISSION REQUIREMENTS

- 5.1 SJCDPW reserves the right to reject any and all proposals, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the qualifications or the proposals were deficient.
- 5.2 Costs for developing proposals are entirely the responsibility of the firm and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW's option.
- 5.3 Firm will have options of submitting proposals via hard copy **OR** through: <https://www.bidexpress.com>. Technical proposals received later than the bellow date and time will be rejected and returned to sender unopened. Proposals delivered by fax or email will not be accepted.

Hard Copy Submittal:

Two (2) copies and one (1) digital copy in a USB flash drive of the proposal, signed by an authorized representative, shall be delivered on or before **4:00 p.m. on Friday, November 17, 2023** to:

Nhan Tran
 County of San Joaquin
 Department of Public Works
 Bridge Engineering Division
 1810 East Hazelton Avenue
 Stockton, California 95205

The following information must be placed in the lower left corner of the sealed envelope/package containing the proposal:

Statement of Qualifications & Technical Proposals
**Countywide Computerized Maintenance Management System (CMMS) Software
 Request for Proposals
 SJCDPW-RFP-23-04**
 (Name of the CONSULTANT)
 OPEN BY SJCDPW CONSULTANTS SOLICITATION STAFF ONLY

***CAUTION:** SJDPW'S lobby is closed to the public on Friday from 12:00 – 5:00 pm.

BIDEXPRESS SUBMITTAL:

Firm may also submit proposals at <https://www.bidexpress.com> . One (1) electronic proposal, electronically signed by an authorized representative, shall be submitted on or before **4:00 pm on**

Friday, November 17, 2023. CAUTION: There is a vetting process for submitting proposals on BidExpress.

6.0 QUESTIONS

- 6.1 General questions regarding the solicitation procedure may be directed to Nhan Tran, Management Analyst II, at (209) 953-7452 or ntran@sjgov.org.
- 6.2 Technical questions about the requested services that might require a clarification of the RFP, should be submitted in writing to Nhan Tran at ntran@sjgov.org.
- 6.3 Any new information about the RFP, including responses to questions that warrant a clarification of the RFP and/or RFP addenda, will be posted on the San Joaquin County Public Works website:
<https://www.sjgov.org/departments/pwk/rfps-and-rfqs>
<https://www.bidexpress.com>
Firms are advised to register at this website to receive an email Notice of Release of Addendum if any new information is released.
- 6.4 The deadline for submitting questions is indicated below in the Consultant Selection Schedule.

7.0 CONSULTANT SELECTION PROCESS

- 7.1 Consultant Selection Schedule: SJCDPW will follow the Consultant selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to serve the best interests of SJCDPW:

Request for Proposals Released.....	Monday, October 23, 2023
Written Questions Submitted by.....	Thursday, November 9, 2023 by 5:00 pm
Release Response to Written Questions.....	Friday, November 10, 2023
Technical Proposals Due by 4:00 pm.....	Friday, November 17, 2023 by 4:00 pm
Notification/Scheduling Oral Interviews.....	Friday, December 8, 2023
Firms Oral Interviews.....	Wednesday, December 13, 2023,
Firms Notification, Selection/Ranking.....	Friday, December 15, 2023
Highest Ranked firm's Cost Proposal.....	Tuesday, December 19, 2023 by 4:00 pm
Negotiation with Highest Ranked firm.....	Thursday, January 4, 2024
Conclude Agreement Negotiations.....	Thursday, January 18, 2024

- 7.2 Proposal Evaluation: SJCDPW will review the proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in Section 4.0 "PROPOSAL FORMAT AND CONTENT REQUIREMENTS." SJCDPW may reject any proposal if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation in a proposal. A waiver of an immaterial deviation shall not modify the RFP documents, and it shall not exempt the firm from any terms of an executed consultant services agreement, should one be awarded.

SJCDPW will assemble a selection committee, comprised of SJCDPW staff members and other qualified individuals, which will evaluate submitted proposals and select a short list of firms for presentation-interviews. The evaluation for the written qualifications and technical proposals will be based on the criteria shown in Attachment "B".

Aside from the selection process described herein, firms or their representatives are prohibited from attempting to influence this consultant solicitation by contacting Selection Committee members, elected officials, SJCDPW staff, or other individuals and entities involved in selecting the

CONSULTANT or awarding the consultant agreement. Any such attempt to influence selection outside of the proscribed process will be grounds for disqualification.

7.3 Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with up to five (5) firms that are ranked the highest based upon written qualifications and proposals. SJCDPW may choose to increase or decrease the number of firms interviewed. Those firms invited to interviews will be notified of the dates and times of their interviews. SJCDPW anticipates that oral interviews will be arranged according to the schedule on Section 8.1. Consultant Selection Schedule. Firms will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered nonresponsive and the firm will be eliminated from further consideration. Oral presentations and interviews will be evaluated using the criteria shown in Attachment "B".

7.4 Cost Proposal: Highest ranked *firm selected for the CMMS shall submit a cost proposal within five working days after the ranking has been established*. The method of payment for CMMS will actual cost plus a fixed fee. The cost proposal will consist of a "not-to-exceed" price quotation along with current fee schedules, task hours, personnel wage rate sheets, and other costs. CONSULTANT shall provide specific hourly, daily, or monthly rates for each class of employee or piece of equipment. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fee (profit). Other direct costs may be set forth as independent cost items with supporting cost documentation. ***Please note SJCDPW policy and standard business practice does not allow CONSULTANT to add a mark-up to other direct costs and does not allow mark-ups on subconsultant fees.*** CONSULTANT's quote of estimated cost plus fee (profit) will be based upon specific rates of compensation and shall include supporting statements and schedules sufficient to allow determination of the itemized hours per task, cost per task, and levels of effort allotted to each task by the CONSULTANT as well as subconsultants.

County will only request Cost Proposal from the highest ranked CONSULTANT. The highest ranked CONSULTANT will submit the Cost Proposal in the following categories in digital format.

- a) Software
- b) Maintenance
- c) Configuration and Implementation
- d) Extra Charges (Ex. Customer reports, modifications)
- e) Suggestions to Scope of Services

Optional: The CONSULTANT'S may choose to provide an estimate for:

Option 1: Customer Service Portal or integration with existing GoRequest solution

Option 2: Any features that San Joaquin County did not discuss but could improve efficiencies.

7.5 Selection: SJCDPW will tabulate qualifications, written proposal, oral presentation, and interview scores to be used as the basis for selection, and firms will be ranked for consultant services agreement negotiations.

The requested cost proposal will be used as a starting point for agreement negotiations with the highest ranked firm selected on the basis of its qualifications and proposal. SJCDPW will then negotiate a consultant services agreement with the selected firm. If an agreement cannot be reached after a reasonable period of time, as determined by SJCDPW, then SJCDPW will terminate negotiations with the highest ranked CONSULTANT and negotiations will be opened with the next highest ranked firm. The compensation discussed with one prospective firm will not be disclosed or discussed with another firm. The selected firm will be the highest ranking proposal that has been successfully negotiated for award of the consultant services agreement. The successful firm and/or team will be requested to enter into a CONSULTANT services agreement with the County. SJCDPW's Boilerplate Consultant Services Agreement are shown as Exhibit "D". *The prospective*

firm is advised that SJCDPW's all boilerplate agreements reflect the County and SJCDPW's standard business practices which are set and not normally subject to substantive change. The prospective firm is also advised that the agreements will not be in force until it is approved by the County BOS. The CONSULTANT will be required to satisfy all insurance certification requirements before SJCDPW issues Notice to Proceed.

7.6 Pre Award Audit: Concurrent with Consultant Services Agreement negotiations, a pre-award audit evaluation may be required. The pre-award audit evaluation will be made to:

- Review the draft contract language.
- Determine the adequacy of the CONSULTANT's accounting system.
- Determine the reasonableness of the CONSULTANT's and subconsultant's rates and if the proposed CMMS costs are reasonable and allowable. Determine the financial capabilities of the CONSULTANT (cash flow).
- Protect Federal, State, and Local Agency interests by identifying concerns before any work is performed and money expended.

The pre-award audit will be performed in accordance with generally accepted government auditing standards promulgated by the United States General Accounting Office . The pre-award audit might be required before the Consultant Services Agreement is executed by the County BOS. 1 SJCDPW shall be proactive to resolve any audit findings or comments before execution of the Consultant Services Agreement. Audit findings or comments may necessitate the need for additional contract provisions as well as determine eligible and allowable costs. If audit findings or comments are not resolved to SJCDPW's satisfaction, then SJCDPW may terminate negotiations with the best ranked firm, and negotiations will be opened with the next ranked firm.

The cost proposal for the prime and all proposed subcontractors must contain a breakdown of all components of cost to include: labor base, rate, other direct costs, overhead, and fee. SJCDPW requires the CONSULTANT to cooperate with the auditors, and the agreement will be awarded only after the "Audit Disposition" has been completed and all outstanding issues have been resolved.

8.0 CMMS REQUIREMENTS AND STANDARDS

All CMMS work must meet the following requirements and standards:

- 8.1 CONSULTANT will work closely with SJCDPW and other affected cities and agencies involved in the CMMS. SJCDPW's Geographic Information System (GIS) Division will manage and administer CONSULTANT's work effort. SJCDPW will exercise review and approval functions through GIS staff, or designated representative, during the CMMS. CONSULTANT will present all memoranda, reports, change orders, and other documentation in the general form agreed to by SJCDPW. All work products will be the property of SJCDPW.
- 8.2 CONSULTANT will be solely responsible for the accuracy and completeness of all data contained in memoranda, working papers, reports, change orders and other documentation. GIS staff will exercise review and approval functions at key points and milestones during the CMMS and conduct CMMS status reports and meetings with CONSULTANT.
- 8.3 The CONSULTANT will implement and maintain quality control procedures during the preparation of memoranda, working papers, reports, CMMSs and drawings for the CMMS. The quality control procedures will be in effect during the entire time work is being performed for the CMMS. The quality

control procedures will establish a process whereby any calculations are independently checked, CMMSs are checked and corrected, and all CMMS-related memoranda, working papers, and reports are routed and received by the affected persons and then bound in appropriate files. All work products submitted to GIS for review are required to be marked clearly as fully checked and that the preparation of the material followed the established quality control procedures.

- 8.4 CONSULTANT will use Microsoft Project or compatible software approved by SJCDPW, in preparing the CMMS schedule showing work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. The CONSULTANT shall update the schedule throughout the CMMS with each progress billing and supply to GIS. CMMS schedule will be immediately revised by CONSULTANT should it become apparent that a task or milestone has not or will not be achieved.
- 8.5 The CONSULTANT will prepare and submit to GIS for review a monthly status report including a CMMS schedule critical path review and update, budget status, budget drawdown schedule, tasks completed, tasks percent completed, outstanding correspondence, and unresolved issues.
- 8.6 CONSULTANT will be required to obtain prior approval of the County Public Information Office (through GIS) for any communications with the public media pertaining to the CMMS. This includes news releases, interviews, advertisements, etc.
- 8.7 If CONSULTANT fails to provide the services as to be developed and set forth in a consultant services agreement, then SJCDPW will have the right to withhold payment and terminate the agreement at any time prior to completion upon receipt of written notice.

9.0 CMMS SCHEDULE / PROGRESS PAYMENTS

- 9.1 The timely completion of the various tasks outlined in this RFP is essential to assure the successful advancement of the CMMS and assure local program delivery and CMMS development. At the beginning of the work effort for the requested services, the CONSULTANT shall prepare a progress schedule showing clearly the various work tasks and the estimated time required for completion of each task. The progress schedule shall indicate major milestones, review stages, and other items critical to complete the CMMS.

The progress schedule shall be updated throughout the course of the services, and the original schedule will be retained as a basis of comparison. The CONSULTANT shall review the progress schedule to identify any potential scheduling problems and shall take steps to maintain or reconcile any anticipated or actual delays with the original schedule.

- 9.2 CONSULTANT shall submit payment requests monthly. The CONSULTANT shall submit monthly payment requests which shall include a detailed invoice of the costs incurred and an updated progress schedule. The progress payment invoice and updated progress schedule shall contain sufficient detail to define the amount of work performed and to allow an evaluation of the percentage of work accomplished with respect to the extent of budget expenditures made to date.

10.0 INDEMNIFICATION REQUIREMENTS

The consultant services agreement for the CMMS requires CONSULTANT to comply with the County's hold harmless and indemnification requirements.

A. The CONSULTANT shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees including without limitation reasonable attorneys'

fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the negligence or willful misconduct of CONSULTANT, its employees, officers, agents or subconsultants.

B. The duty of CONSULTANT to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at CONSULTANT'S own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the COUNTY.

11.0 INSURANCE REQUIREMENTS

The consultant services agreement for the CMMS requires CONSULTANT to comply with the County's insurance requirements.

- 11.1 CONSULTANT shall be required to obtain the minimum insurance required under this section and no work will be allowed until such insurance certificates evidencing the required coverage shall be furnished to the County. Certificates of insurance must indicate that the coverage cannot be reduced or canceled until thirty days' written notice has been furnished to the County. The County's minimum insurance requirements will not be subject to negotiation.
- A. CONSULTANT shall obtain and keep in full force and effect during the life of the consultant services agreement, at CONSULTANT's own expense, General Liability Insurance on an occurrence-based policy, including contractual liability with a combined single limit in the minimum amount of One Million Dollars (\$1,000,000), and automobile liability insurance with a combined single limit in the minimum amount of One Million Dollars (\$1,000,000). Such insurance shall be primary, shall name County as additional insured, and shall expressly indicate that such insurance is related to the CONSULTANT's activities under the agreement.
 - B. CONSULTANT shall obtain, at CONSULTANT's own expense, and provide evidence of Professional Liability Insurance on an occurrence-based policy with an aggregate limit in an amount no less than One Million Dollars (\$1,000,000).
 - C. Workers' Compensation Insurance: CONSULTANT shall take out and maintain, during the life of the agreement, workers' compensation insurance for all of the CONSULTANT's employees employed for the CMMS and, in case any work is sublet, CONSULTANT shall require subconsultants to similarly provide workers' compensation insurance for all of the latter's employees. If any class of employees engaged in hazardous work for the CMMS is not protected under the Workers' Compensation Statute, then CONSULTANT shall provide and shall cause any subconsultant to provide insurance for the protection of employees engaged in hazardous work.
- 11.2 CONSULTANT shall furnish a Certificate of Insurance to County upon execution of the consultant services agreement and prior to issuance of the Notice to Proceed, indicating that the CONSULTANT, at its expense, has purchased and is maintaining insurance from an insurer admitted to the State of California and satisfactory to County. Such certificates shall state that County shall be notified at least thirty (30) days before cancellation of the policy or any material change thereof. The above insurance shall be of the broad form coverage type, affording coverage on property in the care, custody and control of CONSULTANT. Adequate proof of insurance in compliance with the above requirements shall be furnished to the County. An additional insured endorsement to CONSULTANT's liability insurance policy naming the County, their officers and employees as additional insured shall be furnished to the County. Notwithstanding the above,

CONSULTANT's liability insurance policy shall be endorsed as primary insurance.

12.0 CONSULTANT PROVISIONS

12.1 Funding Requirements: It is mutually understood between the parties that the consultant services agreement may be written and will be valid and enforceable only if sufficient funds are made available to SJCDPW. In addition, the consultant services agreement may be subject to any additional restrictions, limitations, or conditions required in accordance with Federal, State, and Local requirements that may affect the provisions, terms, or funding of the agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated for the CMMS, the agreement shall be amended to reflect any reductions in funds. SJCDPW shall have the option to void the agreement under a thirty-day cancellation clause or to amend the agreement to reflect any reduction of funds.

12.2 Ownership of Data and Patent Rights: Upon completion of all work under the executed consultant services boilerplate agreement, ownership and title to all reports, documents, CMMSs, specifications, and work product materials as part of the agreement will automatically be vested in SJCDPW and no further agreement will be necessary to transfer ownership to SJCDPW. CONSULTANT shall furnish all necessary copies of documentation needed to complete the CMMS in performance of the agreement.

SJCDPW shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, such documents. In addition, no material prepared in connection with the consultant services agreement shall be subject to copyright in the United States or any other country. Each subconsultant services agreement shall contain provisions similar to the foregoing related to the ownership of data and the patent rights of the same.

12.3 Confidentiality of Data: All financial, statistical, personal, technical or other information relative to the operation of SJCDPW, which is designated confidential by SJCDPW, and made available to the CONSULTANT in order to carry out the agreement, shall be protected by CONSULTANT from unauthorized use and disclosure. Permission granted by SJCDPW to disclose information on one occasion relating to the agreement shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity other than SJCDPW.

CONSULTANT shall not comment publicly to the press or any other media regarding the executed consultant service agreement, or the actions of SJCDPW on the same, except to staff from SJCDPW, or CONSULTANT's own personnel involved in the performance of the agreement, or at public hearings, or in response to questions from a legislative committee. Each subconsultant service agreement shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

13.0 NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

SJCDPW has not established the goal for the DBE participation in the consultant contract for this CMMS. The County encourages respondents to this RFP provide DBEs the opportunity to participate in the performance of the consultant contract.

14.0 NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting the SOQ or proposal to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

15.0 GENERAL INFORMATION

15.1 Proposal Confidentiality: Prior to the County BOS executing the consultant services agreement, all firms' proposals and solicitation documentation will be designated confidential to the extent permitted under the California Public Records Act. After the consultant services agreement has been executed, or if the agreement is not to be executed and all proposals have been rejected, all responses will be regarded as public records. Any language in submitted proposals purporting to render confidentiality shall be regarded as non-effective and shall be disregarded.

15.2 SJCDPW Rights: SOQ's and technical proposals received within the prescribed deadline become the property of SJCDPW and all rights to the contents therein become those of SJCDPW. SJCDPW may investigate the qualifications of any firm under consideration, require confirmation of information furnished by a firm and/or require additional evidence of qualifications to perform the work described. SJCDPW reserves the right to:

- A. Modify the selection process as may be in their best interests.
- B. Reject any or all of the proposals if such action is in their interest.
- C. Issue subsequent RFP's.
- D. Cancel the entire RFP's.
- E. Correct technical errors and amend the RFP's by addendum prior to the final proposal submittal date process.
- F. Seek the assistance of outside technical experts in proposal evaluation.
- G. Approve or disapprove the use of any subconsultants.
- H. Negotiate with any, all or none of the RFP's respondents.
- I. Award an agreement to one or more Consultants.
- J. Accept other than the lowest cost proposal.
- K. Waive informalities and minor irregularities in proposals.

This RFP's does not commit SJCDPW to enter into a consultant services agreement, nor does it obligate

SJCDPW to pay for any costs incurred in preparation and submission of proposals or in anticipation of an agreement.

For inquiries about this RFP, see Section 7 QUESTIONS. Thank you for your interest in the CMMS.

Attachments and Exhibits

Attachment A: Debarment and Suspension Certification

Attachment B: Proposal/Qualifications Evaluation Worksheet

Attachment C: Disclosure of Lobbying Activities

Exhibit A: SJCDPW's Preliminary Work Scope

Exhibit B: Boilerplate Consultant Services Agreement

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person, associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

Signature of Consultant

CONSULTANT Name

QUALIFICATIONS EVALUATION WORKSHEET

CONSULTANT: _____
Subconsultants: _____

	(a) Weight	(b) Score 0-10	(a x b) Weighted Score
WRITTEN SOQ & TECHNICAL PROPOSAL			
A. CONSULTANT Profile and Overall Capabilities	1.00	_____	_____
B. Key Personnel	1.00	_____	_____
C. Similar and Primary Reference CMMSs.	1.00	_____	_____
D. Reference Checks	0.50	_____	_____
E. CMMS Approach and Work CMMS	3.00	_____	_____
F. CMMS Schedule	1.00	_____	_____
SUBTOTAL WRITTEN SCORE (75 points maximum)		_____	_____
ORAL PRESENTATION/INTERVIEW			
A. Demonstrated knowledge of required work	1.00	_____	_____
B. Demonstrated course of action to meet goals	0.75	_____	_____
C. Demonstrated capabilities of CONSULTANT team CMMS team	0.75	_____	_____
SUBTOTAL INTERVIEW SCORE (25 points maximum)		_____	_____
TOTAL SCORE (100 points maximum)		_____	_____

EVALUATOR: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier, if known

Congressional District, if known

6. Federal Department/Agency:

8. Federal Action Number, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
\$ actual planned

12. Form of Payment (check all that apply):
a. cash
b. in-kind; specify: nature value

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable

9. Award Amount, if known:

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:
Print Name:
Title:
Telephone No.: Date:

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (CMMSned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or CMMSned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction CMMS (0348-0046), Washington, D.C. 20503.