



EAST BAY REGIONAL PARK DISTRICT

OPERATIONS DIVISION

REQUEST FOR PROPOSALS

PROCUREMENT FOR

Computerized Maintenance Management System (CMMS)

Issue Date:

Proposal Due Date: March 23rd, 2018 4 p.m

Contact: Ruby Tumber, Management Analyst

East Bay Regional Park District

2950 Peralta Oaks Court

Oakland, CA 94605

(510) 544-2565

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF THE EAST BAY REGIONAL PARK DISTRICT (District) will receive proposals for the development of Computer Maintenance Management System by United States Mail or at the District's Administration Building at the Reception Desk located in the lobby of the building at 2950 Peralta Oaks Court, Oakland, California, 94605-0381 on or before March 23rd, 2018 at, or before, the hour of 4:00 p.m. Alternatively, proposals may be emailed to Ruby Tumber, Management Analyst, at rtumber@ebparks.org.

This RFP is issued by the Operations Division of the District. Bidders may obtain a physical copy of the RFP and addenda, if any, at the District's Administrative Building, 2950 Peralta Oaks Court, Oakland, CA 94605 or by emailing Ruby Tumber, Management Analyst, at rtumber@ebparks.org. The Request for Proposal will be available on the District's website at <http://www.ebparks.org/about/bids>.

All questions or requests for information must be directed to Ruby Tumber at rtumber@ebparks.org. No other District personnel is authorized to explain, interpret, or provide clarification concerning the RFP document. The District will not respond to phone or fax requests for information, and will not take or respond to questions verbally. All questions concerning this RFP shall be submitted on or before 4:00 p.m. on March 9th, 2018 by email to rtumber@ebparks.org. Questions submitted after 4:00 p.m. on March 9th, 2018 will not be accepted. Should answers to questions amend the RFP, the District will issue an Addendum. All responses to questions will be posted to the District's website (www.ebparks.org) under Bids/RFPs by 4:00 p.m. on March 15th, 2018.

The District reserves the right to amend the RFP prior to the final date of proposal submission. All bidders are responsible to obtain addenda issued. All addenda become part of the RFP. The Board of Directors reserves the right to reject any and all proposals, to modify the terms of the RFP either before or after the deadline for submission of proposals, to negotiate with one or more of the bidders, to call for additional proposals, or to refrain from accepting any proposal. The Contract for Services agreement the District expects to award shall in no event become effective until an award of contract is approved by Resolution of the Board of Directors.

The District's policy in awarding a Contract for Services will be based primarily on the most qualified bidder overall. The District will carefully investigate each bidder's background and experience in developing and servicing a Computer Maintenance Management System.

All bidders' responses and cost information shall remain undisclosed until a successful bidder is identified or, if all proposals are rejected, after rejection of all such proposals; following that date all proposals shall be subject to review and shall be deemed public record.

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General Overview

The East Bay Regional Park District (“District”) is committed to modernizing its work order process to epitomize efficiency of time, resources, and personnel. The District is interested in receiving bids from qualified vendors for an effective software solution that will allow multiple users, with varying degrees of permissions, to generate work requests and work orders in a fully integrated computerized maintenance management system (CMMS).

The software system should allow users to access and utilize an effective tool that provides a user-friendly platform for the creation, workflow, and approval of work requests and work orders, in addition to preventative and routine maintenance tasks. The system should have advanced reporting analytics, work order timekeeping, an inventory of assets, and mapping functionality. Though the District is interested in an integrated “off the shelf” package with basic, diagnostic reporting, that meets basic requirements without extensive modifications, there is also a desire for a high degree of customization to allow for renaming of fields and categories. To manage and standardize data, pre-generated fields or drop-down options are also highly preferred functionality. The CMMS software should include a routine or preventative maintenance schedule that will assist in budgeting and forecasting, but also aid in extending the longevity of District assets. The District aims to employ the system’s reporting capabilities to identify management and planning solutions, establish standards, and make hiring decisions. Additionally, the system should help track agency goals (e.g. completed projects, etc.), efficiency, and time usage

Project Background

The East Bay Regional Park District is the largest regional park system in the United States. The District manages over 121,000 acres with multiple different parks throughout Alameda and Contra Costa Counties. The Operations Division is the largest staffing component of the agency and assumes the lead role in managing, maintaining, and restoring the District’s parklands. Day-to-day administration of parklands is handled by the Operations Division, which comprises most of the District personnel of rangers and other field staff, naturalists, skilled tradesmen, clericals, and management. Work performed by Operations includes the management of all parklands, including managing thousands of miles of trails and over 250 campsites, as well as swimming areas, fishing docks, interpretive and education centers, play areas, golf courses and other recreational and event facilities. Aside from jobs executed by outside contractors, or larger scale capital renovations, most work orders and routine maintenance are performed in-house by staff in the Maintenance and Skilled Trades (MAST) Department, which includes carpenters, plumbers, mechanics, equipment operators, electricians, painters, and other skilled technicians.

The District has outgrown its current management system due to its inability to produce complex reports and advanced analytics. To better manage work requests in over 121,000 acres of open space and parklands, the District is looking for a tool that will not only facilitate basic work orders, but also streamline the way the District performs work.

Project Description

The desired outcome of the contract will be a CMMS software solution which will serve as a user-friendly management tool for work requests, tracking of routine maintenance, asset inventory, time management, interactive mapping, reporting, analysis, and forecasting.

The District intends to award a contract and licensing agreement to the bidder selected as the most qualified vendor to provide a CMMS system that best fits its needs, as identified in this document. The District is interested in a new CMMS system that is capable of:

- Functioning 24 hours a day, 7 days a week
- Providing a scalable solution that enables complete asset, preventative, and work management
- Eliminating manual paper processes and standalone systems
- Eliminating duplicative work
- Logging time and material costs
- Defining work flow capacities and permissions to automate the work order process
- Utilizing normalized data (e.g. drop-down or pre-filled options)
- Having customizable features (e.g. naming conventions, etc.)
- Performing a high degree of analysis and forecasting, including customized reporting and forecasting
- Mobile-accessibility (e.g. phone app)
- Providing multiple means of work order creation
- Providing advanced, interactive mapping (GIS component, ESRI compatible)
- Providing the District with all necessary requirements (e.g. software functionality, usability, performance, reporting, security, customizability, and integration with current systems)
- Meeting all District terms and conditions in this RFP.

The selected vendor will be expected to provide licensed software, installation, training, project management, maintenance and support. Conversion of existing data from the current vendor should be included in the proposal. The District reserves the right to forego data conversion or utilize a different solution, independent of this proposal. Server hardware requirements for the vendor's proposed solution will also be considered and should be included in the vendor's proposal. The District reserves the right to provide the recommended server hardware for this project, independent of this proposal. All required server specifications with sizing documentation should be included in the vendor's proposal.

This project description is to be used as a general guide and is not intended to be a complete list of all work or requirements necessary to furnish the system.

Proposal Submission

- Submit two printed copies by mail and one electronic copy to the addresses indicated below.
- A response to all questions is required.
- Proposals cannot be withdrawn or corrected after submission.

- Electronic **and/or** hardcopies of proposals must be **received** by the District on or before **March 23, 2018 at 4:00 p.m.** Proposals received after this date and time will not be considered. Proposals must be plainly marked on the outside of a sealed envelope or box: **“Proposal for Computerized Maintenance.”**

Mail or personally deliver to:

Attn: Ruby Tumber, Management Analyst
East Bay Regional Park District
Operations Division
2950 Peralta Oaks Court
Oakland, CA. 94605

OR

Transmit electronic copy to: rtumber@ebparks.org

- The vendor is responsible for all costs incurred in the preparation, demonstration, or negotiation of this proposal.
- The District reserves the right to reject any and all proposals, to modify the terms of the RFP either before or after the deadline for submission of proposals, to negotiate with one or more of the bidders, to call for additional proposals, or to refrain from accepting any proposal.

Proposal Format

Vendors must organize their proposals in the following format:

- Table of Contents
- Executive Summary
- Proposal Questionnaire (RFP Section 1.)
- Functional Specifications (RFP Section 2.)
- Pricing (RFP Section 3.)
- Attachments
- Signature – Proposals must bear the signature of a principal of the bidding company.
- Contract for Services Class C - The proposal shall include a statement of the consultant's willingness to accept the terms and conditions of the District's standard Contract for Services Class C (Exhibit A). Prospective consultants shall review the Contract for Services Class C, note any items that you cannot comply with, provide certificates of insurance in each category with required endorsements, and return this information with the proposal. Any requests for changes to the contract must be submitted with your proposal for consideration by the District.

Communications

All questions regarding this Request for Proposals, including but not limited to the proposal content, project approach, scope of services and budget for proposals, shall be submitted in writing to Ruby Tumber via email. All responses to questions will be posted on the District's website (www.ebparks.org) under Bids/RFPs.

Selection Process

Proposals will be evaluated by a District committee and rated according to satisfying project objectives, completeness, bidders' qualifications, answers to RFP questions and cost-effectiveness. The District will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project with advance notice to the bidder. The results of any references will be provided to the proposal evaluation committee and used in scoring the proposal.

Bidders should be able to meet the requirements of the District Contract for Services (Exhibit A). All certificates of insurance and endorsements will be required prior to the signing of the Agreement by the District. Any questions regarding the Contract for Services should be sent via email to rtumber@ebparks.org prior to submitting proposals. The District will invite a Short List of bidders to an in-person interview at its Headquarters in Oakland California.

Based on interview answers and proposal scores, the District will select a preferred bidder and release a Notice of Intent to Award. The selected bidder will be responsible for accepting the terms and meeting the requirements of the District Contract for Services prior to its award.

Evaluation Criteria

The agency will consider the following in its evaluation:

- Proposal response
- Software capabilities
- Company profile
- Proposed services
- Warranty, maintenance, and support
- Pricing

Proposal selection shall be based upon:

- A. Proposal (50%)
 1. Approach to completing the tasks involved in the project description and specifications, including quality and responsiveness of proposal **(20 points)**
 2. Professional experience developing, implementing and servicing CMMS systems, including information gained from references **(20 points)**
 3. Professional experience implementing CMMS systems with governmental organizations, specifically park and recreation departments **(20 points)**
 4. Qualifications of the project team members **(20 points)**

5. Competitiveness of pricing for all products and services **(20 points)**.
- B. Interview (50%)
1. Demonstration of project understanding and organized approach **(30 points)**.
 2. Communication and coherency of project team members **(30 points)**.
Demonstration of ability to address problems productively and work with District staff to develop cost efficient and effective solutions.
 3. Each selected vendor will need to demonstrate the following product features:
 - a. Service Requests – Work Orders – Work assignments – Work approvals
 - b. Preventative maintenance scheduling
 - c. Asset, facility, linear asset inventory
 - d. Logging and self-reporting options (e.g. time, material costs, mileage)
 - e. Photo and document uploads
 - f. Customization options
 - g. Ease of use
 - h. GIS interface with mapping capability
 - i. Reporting
 - j. Application interface capabilities
 - k. Any add-on modules (e.g. fleet management)
 - l. Any other pertinent features **(40 points)**.

Tentative Schedule

- Vendor questions may be submitted by email to rtumber@ebparks.org until **March 9, 2018 by 4 p.m PST**
- Proposals must be received by **March 23, 2018 at 4 p.m**
- Short list Vendor proposals chosen by **March 29, 2018 (subject to change)**
- Short list Vendors invited to one-day presentation/interview week of **April 16, 2018 (subject to change)**
- Tentative award of contract by Board of Directors in **May or June 2018**.

Compensation

Compensation for consulting services shall be based on the consultant's current fee schedule of professional services (including projected expenses.) The fee proposal will be a factor but may not be the deciding factor in the selection of the proposal.

Rejection Rights

All firms are hereby notified that the selection of a consultant for this project and any agreement for services resulting from the RFP is dependent upon the approval of the East Bay Regional Park District's Board of Directors. The District reserves the right to reject all proposals or to re-solicit if it is deemed to be in the public interest.

I. Proposal Questionnaire

I.1 Vendor Background

Vendor Information	
Company Name	
Address	
City, State, Zip	

Vendor Contact	
Name and Title	
Address	
City, State, Zip	
Phone	
Email	

1. Provide a brief company history, including total number of customers and years in business.
2. Does the vendor develop, sell, or support any software other than CMMS software? If so, describe.
3. What percentage of vendor employees are dedicated to public parks systems management?
4. List any certifications the vendor holds.
5. How many public agencies are currently using the vendor’s CMMS software?
6. Are any of these agencies specifically public park systems or governmental organizations?
7. How many agencies in California are currently using the vendor’s CMMS software? Please list the agencies.
8. How many current public agencies have used the vendor’s software for 3 years, 5 years, and 10 years, respectively?
9. Has the vendor ever been party to a buy-out, merger, or company acquisition? If so, explain.
10. Is the vendor currently a party to discussions of a buy-out, merger, or company acquisition? If so, please explain.
11. Has the company or any company employee ever been named in litigation or arbitration related to the company’s products or services? If so, explain.

1.2. Vendor References

Provide at least ten (10) references that are currently using a system similar to the proposed solution. At least five (5) of these references must be customers who have used the system for five years or more. References from a similar geographic area or scope of work will receive special consideration.

Include the following information:

- Agency name
- Address, city, state, zip
- Contact information
- Years using system
- Programs/modules in use

1.3. System Overview

1. Will any third-party vendors be used in the delivery of this solution? If so, please list the vendor and what service the vendor will be providing.
2. Provide a detailed overview of the proposed system.
3. Provide a detailed overview of the hosted environment including where the hosted servers are located, failover systems, and data backup.
4. Do all system modules query a single database? Describe the internal interface between proposed modules.
5. Describe the system’s customization capabilities.
6. Can agency administrators easily establish security privileges and permissions within the system? If so, please describe.
7. Can the system create both preformatted and ad hoc reports? Describe the system’s reporting capabilities.
8. Describe the system’s imaging capabilities including how users capture, store, and use media (e.g. photos and documents).
9. Can users attach all types of media files to an individual record (e.g., images and documents)? Can attachments be opened in their native formats?
10. Does the system can log time, travel time, or materials?
11. Describe additional servers that may be required and licenses needed for ESRI map integration.

Local Server Recommendations	
Server Use Case	
Minimum Hardware Specifications	

1. Provide the recommended specifications for user workstations.

Remote Workstations	
Operating Systems	
Minimum Hardware Specifications	

Mobile Unit Devices	
Operating Systems	
Minimum Hardware Specifications	

1.4 Implementation

1. Describe the typical implementation process for a project of this scope including the roles of key members of the implementation team.
2. Include the resume of the project manager assigned to this opportunity. Note whether the project manager is Project Management Professional (PMP) certified.
3. Provide a project organization chart, who will be involved with onboarding? Who will be the primary lead contact, etc.?
4. What tools are employed by the implementation team to collaborate with the agency regarding project milestones?
5. Describe the vendor’s training services.
6. Does the vendor provide a practice database that utilizes the agency’s data? If so, describe.
7. Describe all training documentation and instructional support available to the agency.
8. Has the vendor ever completed an implementation after the deadline or exceeded the agreed budget? If so, describe.
9. Has the vendor ever failed to complete an implementation? If so, describe.
10. Attach an implementation timeline that outlines specific milestones and deliverables.

1.5 User Licenses

1. Describe the proposed licensing structure (user, concurrent, etc.).
2. Provide the following information for each proposed component that requires a license. Add rows as needed.

Licensed Component Or Module	License Type (User, Concurrent, etc)	Number of Proposed Licenses

3. As the agency expands, will there ever be any additional charges for workstation licenses?
4. Using agency-defined privileges, will the agency be able to grant unlimited view-only licenses to outside departments, if needed?

I.7. Warranty, Maintenance, and Support

1. What is the length of the warranty? When does the warranty begin?
2. Does the warranty include both maintenance and support services?
3. What is included in the software license and how often must it be renewed?
4. Are there any costs associated with system updates, enhancements, and bug fixes? If so, describe.
5. Does the vendor provide a clearly defined process for customers to influence product enhancements? If so, describe.
6. Will the agency be required to update their system when a new enhancement is released?
7. When an enhancement becomes available, if the agency elects to retain a previous release, how long will the vendor provide maintenance for that release?
8. Does the vendor preserve agency customizations to the system during the enhancement process free of charge?
9. Will migrations of old data or system integration with existing software incur additional costs?
10. Provide a copy of the vendor’s standard support agreement.
11. What percentage of the support staff is dedicated solely to public park software?
12. Describe the account management resources available to the agency.
13. Describe the vendor’s standard support services.
14. For telephone support, provide the following information:
 - Does the vendor provide 24-hour support?
 - What is the vendor’s average support call duration?
 - What is the vendor’s average time to resolve issues?
 - What is the vendor’s first-call resolution percentage?
15. Does the vendor provide an online educational database? If so, describe.

I.8. Training

1. Please describe the pre-implementation training given for the following groups;
 - a. Management; reports, forecasting, workflow, and work order approvals
 - b. Field staff; work requests and approvals, logging of time and materials
 - c. Admin; workflow and reporting.
2. Please describe the onboarding process and timeline.

3. Please describe post implementation training including in-person and virtual. Please detail how much time is spent on post-implementation training, and what timeline there is.
4. Please describe ongoing training for the system for new employees or for refreshing current employees over time. Please also include any type of training provided for system upgrades and if there is a virtual training system.

2. Functional Specifications

Complete the following tables by selecting the correct column (Y / N / M) for each requirement. If additional explanation is required, information may be included in the comments column.

- Y Yes – The proposed software meets or exceeds the requirement.
- N No – The proposed software cannot meet the requirement.
- M Modification – The software must be modified to meet the requirement. Provide estimated costs and proposed delivery date.

These specifications are to be used as a general guide and are not intended to be a complete list of all work or requirements necessary to furnish the System.

2.1. System Overview

2.1.1 General System Specifications					
#	Description	Y	N	M	Comments
1.	Is the system hosted?				
2.	Are all system modules integrated through one central database to maximize information sharing and reduce redundant entry?				
3.	Can system modules be added, licensed, and implemented separately as needed?				
4.	Is system interfacing or integration possible with other systems?				
5.	Does the proposed solution include a screen for administrators to oversee all system modules?				
6.	Can users operate the system using function keys or keyboard shortcuts?				
7.	Can the agency hide fields or create different levels of permissions in the system without the need for vendor assistance?				
8.	Can the agency create custom fields?				
9.	Does the system provide spell check for narratives?				
10.	Does the system provide cut, copy, and paste functionality?				
11.	Does the system support the ability to create a backup without interrupting normal operations?				
12.	Is mobile or app-interface capabilities possible?				
13.	Is there a GIS / mapping component?				

14.	Does the system run on an industry standard relational database management system such as SQL Server?				
15.	Is the system fully compatible with Microsoft Windows platforms?				

2.1.2 Search					
#	Description	Y	N	M	Comments
1.	Can users search any field, on any screen, in any order?				
2.	Can searches be performed directly within the data entry screens, without the need for a separate search application or window?				
3.	Can users search using the following criteria: none, equal to, not equal to, less than, greater than, between (date/time, day of week, etc.)				
4.	Can users search any field with wildcard (“Search all”) characters?				
5.	Does the system allow search criteria to be non-case sensitive?				
6.	Can users search multiple criteria within the same table or search combined criteria across multiple tables?				
7.	Can users expand or refine a search with additional criteria?				
8.	Can the system display a list of all records matching the search criteria?				
9.	Can users create a new search based on previous search criteria?				

2.1.3 Reporting					
#	Description	Y	N	M	Comments
1.	Does the system offer preformatted or “off the shelf” reports?				
2.	Can the preformatted / ad hoc reports include data from multiple tables?				
3.	Can users easily define or limit the information included in a report (e.g. sort by specific fields)?				
4.	Can users create and save a report format, defining the applicable table, fields, column titles, etc.?				
5.	Can users create ad hoc reports using third party report writers, such as Microsoft Office and Excel?				
6.	Can users schedule recurring reports to run at user-defined times and dates?				
7.	Can users output reports in various formats such as PDF, Excel, and XML?				
8.	Can the system be preformatted to create reports				

	that highlight redundancies, inefficiencies, etc.?				
10.	Can the system create reports that include locational data based on mapping module (e.g. location or coordinates)?				
	Can reports be tailored to different users?				

2.1.4 Work Order Management					
#	Description	Y	N	M	Comments
1.	Does the system have the ability to generate multiple internal work requests?				
2.	Does the system have the ability to track the following minimum data on work requests / orders: -Date and time initiated -Status -Initiator / Originator ID -Assigned to ID -Priority number with emergency option -WO tracking number -Associated asset ID -Description -Location ID (with preference to pinpointing location on a GIS map) -Date and time initiated -Trade (e.g. plumbing, carpentry, electrical, etc.) -Labor and travel time -Materials costs -Additional user-defined fields				
3.	Can work requests be assigned or reassigned based on specified priority levels?				
4.	Can work requests be modified or rerouted?				
5.	Are there a variety of means a work order can be created (e.g. email), and can they be done remotely?				
6.	Does the system have the ability to create work order templates based on trade or type (e.g. irrigation, carpentry, etc.)?				
7.	Does the system have the ability to create work requests that incorporate "pins" that can be mapped to a GIS viewing applications?				
8.	Can a WO be generated by multiple means (e.g. desktop, email, text message, etc.)?				
9.	Does the system have the ability to compare estimated hours versus actual hours (e.g. labor and travel time)?				
10.	Can the system interface with email to generate reminders or warnings?				
11.	Can unlimited reference documents or pictures be attached to the WO?				
13.	Can attached reference documents or pictures be saved or edited without leaving the system?				

14.	Does the system provide the ability to track of a group of work orders as a “project?”				
15.	Does the system have the ability to create a WO for contracted services?				
16.	Can WOs be modified or cancelled?				
17.	Does the CMMS allow the administrator or user to specify the number of days an activity is due within?				
18.	Can the system track labor time, with separation of productive and non-productive (e.g. drive time) work time?				
19.	Does the system allow the ability to track costs or budgets?				
20.	Can requests be generated on another’s behalf?				
21.	Does the system allow for materials costs to inputted in the system?				

2.1.5 Preventative Maintenance					
#	Description	Y	N	M	Comments
1.	Does the system have a preventative maintenance schedule which can generate routine work requests?				
2.	Do preventative maintenance requests have the ability to track the following minimum data on work requests / orders: -Date and time initiated -Status -Initiator / Originator ID -Assigned to ID -Priority number with emergency option -WO tracking number -Associated asset ID -Description -Location ID (with preference to pinpointing location on a GIS map) -Date and time initiated -Trade (e.g. plumbing, carpentry, electrical, etc.) -Labor and travel time -Materials costs -Additional user-defined fields				
3.	Can preventative maintenance schedules be created for specified time periods (e.g. weekly, monthly, seasonal, annual, multi-year)?				
4.	Is the system capable of creating and tracking: • Area Preventive Maintenance activities • Sub-area Preventive Maintenance activities • Group Preventive Maintenance activities • Other area Preventive Maintenance activities				
5.	Can preventative maintenance schedules or preventative maintenance work orders be organized by trades group (e.g. sanitation,				

electricians, etc.)?				
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2.2.1 Budgeting					
#	Description	Y	N	M	Comments
1.	Does the software include means of tracking project expenditures or remaining funds?				
2.	Can the system create forecasting reports for preventative maintenance schedule costs?				
3.	Can the system create live reports for remaining funds for specified projects?				

2.2.2 Asset Inventory					
#	Description	Y	N	M	Comments
1.	Can the system import existing asset data?				
2.	Can the system capture dimensions and physical attributes of an asset and its systems?				
3.	Can system capture linear assets (e.g. roads and trails) or polygon areas?				
4.	Can assets be pinpointed on a GIS format map?				
5.	Can the system include the following fields for an asset? -specified asset ID -asset coordinates (or location on a map) -asset park or area -asset name -asset picture -asset value -asset age -other fields as needed				
6.	Can the system perform asset lifecycle management that is tied to the preventative maintenance schedule?				
7.	Can the system track depreciation of an asset, maintenance costs, and schedules?				

2.2.3 Hardware, Software, and Network					
#	Description	Y	N	M	Comments
1.	Does the system require additional hardware, software, network upgrades? If so describe				

2.2.4 GIS and Pin-mapping					
#	Description	Y	N	M	Comments
1.	Does the system validate locations using industry standard ESRI® GIS technologies?				
2.	Can the GIS system handle a location system based largely on park names, common inter-park landmarks, GIS coordinates and trails instead of a traditional postal address system?				
3.	Can the GIS system handle park locations or sub locations that may have in different counties? (e.g. one park that stretches across two counties.)				
4.	Does the system automatically populate the record with city, state, zip, and jurisdiction after verifying a location such as a park.				
5.	Can the system display select locations within a defined radius or polygon?				
6.	Does the system provide coordinates to a location?				
7.	Can administrators add new parks and locations?				

2.4.6 Other					
#	Description	Y	N	M	Comments
1.	Does the system have other modules (e.g. fleet management)?				
2.	Can the system electronically import mileage, fuel, and consumption data from a Fuel Management system?				
3.	Warranty tracking and expiration alerts				
4.	Automatic notification to drivers for maintenance or service on vehicles				

3. Pricing

3.1 Software Pricing

Provide pricing information for all required applications and modules included in the proposed solution.

Module	Price	# of user licenses included in price	Price per additional user license
	\$		
	\$		
	\$		
	\$		
	\$		

3.5 Implementation

Provide pricing information for all required implementation services included in the proposed solution.

Service	Price
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Price	\$

3.6 Training

Provide pricing information for all required training services included in the proposed solution.

Service	Price
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Price	\$

3.7 Additional Costs

Provide pricing information for all required additional costs not mentioned above included in the proposed solution.

Cost	Price
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Price	\$

3.8 Pricing – Warranty, Maintenance, Hosting, and Support

Annual Price		Additional Comments
First Year (12 Months)	\$	
Second Year	\$	
Third Year	\$	
Fourth Year	\$	
Fifth Year	\$	

3.9 Timeline

Provide estimated implementation timeline

Milestone	Date
Full Implementation Date	

3.10 Pricing Summary

	Price
Software	\$
Interface	\$
Migration	\$
Implementation	\$
Training	\$
Additional Costs	\$
First Year of Support	\$
Grand Total Price	\$

Vendor is required to provide an authorized signature certifying that the submitted bid includes ALL costs associated with the proposed project.

Name and title _____

Signature _____

EXHIBIT A: District Contract for Services (Class C)

CONTRACT FOR SERVICES
CLASS C
(Moderate Risk)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the East Bay Regional Park District, a special district, 2950 Peralta Oaks Court, Oakland, California ("District") and _____, hereinafter referred to as "Contractor."

RECITALS

A. District desires to engage the services of Contractor to provide various services herein described; and

B. Contractor desires to perform such services for District;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Term

The term of this Agreement shall commence _____, and shall end on _____. This Agreement may be terminated at any time by either party by giving 30 days' prior written notice to the other party.

2. Scope of the Contract

a. During the term of this Agreement, Contractor shall provide services as documented in Exhibit A attached hereto and made a part hereof.

Contractor agrees to utilize his/her professional skill and best efforts in the performance of the services specified herein. The representative of Contractor who will make all presentations, attend public hearings and supervise all service shall be _____.

b. District shall be responsible for performances under Exhibit B (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof.

The representative of District who will monitor this Agreement and be responsible for its interpretation and/or modification shall be _____.

3. Time of Performance and Payment

a. Performance: Contractor's work shall be scheduled and performed to meet agreed-upon deadlines.

b. Payment: District shall compensate Contractor for services performed by Contractor as set forth in the rate schedule documented in Exhibit C (unless not necessary and covered in Exhibit A) attached hereto and made a part hereof. All expenses incurred as part of this Agreement will be reimbursed at actual cost. Such compensation shall be full payment to

Contractor (including expenses) for performance of said services; provided, however, that in no event shall the sum of total compensation paid Contractor and reimbursable expense exceed \$ _____ without prior written authorization by District.

Contractor shall submit his/her compensable hours and reimbursable expenses monthly, and District shall make payments on the approved reimbursable expenses within 30 days, provided that in no event shall the amount paid Contractor exceed that percentage of the maximum total compensation and expenses payable under this Agreement (\$ _____) which percentage equals the percentage of Contractor's work complete at the time.

4. Abandonment of Project

a. District shall have the right to abandon or indefinitely postpone ("abandon" or "abandonment") the project or the services for any or all of the project at any time. In such event, District shall give written notice of such abandonment. In the event of abandonment prior to completion of the final drawings and cost estimates, Contractor shall have the right to expend reasonable additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to District, a complete report of said proposed job closure and its costs, and District may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by District, together with any other charges outstanding at the time of termination, shall be payable by District within 30 days following submission of a final statement by Contractor.

b. Should the project or any portion thereof be abandoned, District shall pay Contractor for all services performed theretofore in accordance with the terms of this Agreement as provided in paragraph 3.a and b above, as full payment due hereunder.

5. Contractor as Independent Contractor

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an agent or employee of District. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting him/her in the performance of his/her services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding, and all other regulations governing such matters, and shall be solely responsible for his/her own acts and those of his/her subordinates, subcontractors, agents and employees.

6. Brokers: Compliance with Federal, State and Municipal Statutes

Contractor warrants that he/she has not employed nor retained any broker, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that he/she has not paid nor agreed to pay any broker, agent, company, nor persons other than bona fide employees any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Agreement. Contractor shall indemnify, defend, protect and hold harmless District, its directors, officers and employees from such claims.

Contractor shall comply with all Federal, State and local laws and regulations applicable to his/her work hereunder.

7. Employment Practices

During the performance of this Agreement, Contractor agrees as follows:

a. Contractor and Contractor's subcontractors will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. Contractor and Contractor's subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.

b. Contractor and Contractor's subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to sex, race, creed, or national origin.

c. Contractor and Contractor's subcontractors will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8. Indemnification

a. Contractor agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Contractor.

b. District shall have no responsibility to safeguard the equipment and property of Contractor or any of his/her sub-Contractors. District shall have no responsibility to safeguard or protect the Contractor, or his/her employees, agents, officers, directors, or any of his/her sub-Contractors from bodily injury (including death) or personal injury.

c. In the event a claim is made against District or District is named a co-defendant in any action encompassed by paragraph 8(a) above, Contractor shall immediately notify District of such fact, and at District's option shall either retain legal counsel to represent District in such action at Contractor's sole expense or reimburse District for District's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

d. In the event a claim is made against both District and Contractor for the joint and several liability of District and Contractor, the determination as to the apportionment of liability between District and Contractor shall be made by the judge in a court of competent jurisdiction. Neither District nor Contractor shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between District and Contractor, Contractor shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees.

e. Contractor hereby waives all claims and recourse against District, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases District from any liability relating to or in any way connected to Contractor's activities or Contractor's use of the property, premises or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents or employees.

f. The provisions of this section shall survive the termination or expiration of this Agreement.

9. Insurance

a. Contractor shall procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to District. Contractor shall, 15 days prior to the commencement of this Agreement and prior to the termination of any policy, supply District with a certificate showing that such insurance is in force.

(1) Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence (if employees are to be hired).

(2) General Liability (bodily injury and property damage) on an occurrence basis in an amount not less than \$1 million per occurrence and at least \$2 million in the aggregate, including premises and operations (including off-site operations), blanket contractual liability, broad form property damage, products and completed operations, owner's and contractor's protective liability, (and if one or more of the following is applicable) personal injury, coverage for explosion, collapse and underground hazards, non-owned watercraft protection and indemnity, U.S. longshore and harbor workers coverage, pollution liability, liquor liability, and saddle animal liability.

(3) Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under Agreement.

b. Each of the above policies must contain a provision that the policy shall not be cancelled or the terms or conditions thereof materially changed without 30 days' prior written notice to District. No cancellation provision in any insurance policy shall be construed in

derogation of the continuous duty of Contractor to furnish the required insurance during the term of this Agreement.

c. Upon written request by District, the insurer or his/her agent will furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

d. The policies listed under a(1) above shall contain a waiver of subrogation in favor of the District.

e. The policies listed under a(2) and a(3) above shall name the District as an additional insured with respect to the operations performed under this Agreement.

f. The coverage afforded on behalf of District under a(2) and a(3) above shall be primary insurance and any other insurance available to District under any other policies shall be excess over the insurance outlined above.

g. Upon written request of District, annual loss reports will be supplied to District. The loss report will include a list of all incidents/claims submitted against the insurance company and the estimated reserved and paid value of the claims.

h. District reserves the right to require reasonable increases in the limits of coverage from time to time during the term of this Agreement.

i. Policies should be written on an occurrence basis. Only by special permission of District may a claims-made form be used. The retroactive date on any policy written on a claims-made basis shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy, provided that the extended reporting or discovery period shall not be less than 36 months following expiration of such policy.

Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.

In case of the breach of any provision of this section, District may, at District's option, take out and maintain, at the expense of Contractor, such types of insurance in the name of the Contractor as District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement or may demand Contractor to promptly reimburse the District.

10. Default

In the event that Contractor defaults in any obligation of Contractor under this Agreement, or Contractor defaults in the performance of any of the terms and conditions of this Agreement, District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following:

- a. Enforce performance of the Agreement by Contractor,
- b. Terminate this Agreement, or

c. Perform the obligations of the Contractor,

whereupon Contractor shall reimburse District for any amounts paid or expenses incurred by District, or pay District any expenses and/or damages incurred by District in the performance of such obligations, together with interest at the maximum rate of interest allowed by law on demand by District. District at its option may deduct any sum due to District from sums to be paid by District to Contractor. The above remedies are in addition to any other remedies at law or equity District may have. Contractor shall pay or reimburse District for all of District's costs and expenses, including reasonable attorneys' fees incurred in enforcing its rights hereunder.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of District and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Advice of Counsel/Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the losing party.

Both parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

13. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be personally delivered or sent by prepaid U. S. certified or registered postage, return receipt requested, addressed to the recipient as follows:

DISTRICT: East Bay Regional Park District
P. O. Box 5381
Oakland, CA 94605-0381

CONTRACTOR:

Either party may change its address by giving notice to the other in the manner provided herein.

14. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Entire Agreement

This Agreement contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations and understandings of the parties. This Agreement cannot be amended or modified except by written agreement of all the parties. In the event that the terms or conditions of any Exhibits to this Agreement conflict, directly or indirectly, with paragraphs 1 through 16 of the Agreement, the provisions of paragraphs 1 through 16 of the Agreement shall control.

16. Severability

The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

EAST BAY REGIONAL PARK DISTRICT

By _____
Chief or AGM or GM

By _____
Contractor

Date: _____

Date: _____

*Contract for Services Class C
(11/2006)*