



*****Request for Proposal*****

City of Kent – Information Technology Department

Asset Management Project

Issued: September 15, 2017

Date Due: October 30, 2017

Time Due: **4:00 pm** Pacific Time as shown by City Clerk's Clock

Table of Contents

1	Introduction	3
1.1	Background	3
1.2	Selection Process Schedule of Events.....	3
1.3	Communications Regarding RFP	4
1.3.1	RFP Submission Instructions	4
1.3.2	RFP Coordinator.....	5
2	Requirements.....	6
2.1	City of Kent Contract Requirements.....	6
2.2	Proposer Qualification Requirements	7
2.2.1	Proposer Support Requirements	8
2.2.2	Proposer Communication Requirements.....	8
2.3	Project Schedule Requirements	8
3	Selection Process	9
3.1	RFP Evaluation	9
3.2	References.....	10
3.3	Cost Review	10
3.4	Final Proposer Selection.....	10
4	Proposer Clarifications and Questions.....	11
4.1	RFP Changes or Amendments.....	11
4.2	City of Kent Clarifications	11
4.3	Proposer Contact.....	11
4.4	Proposer Prime Contractor Responsibility	12
4.5	Period of Validity of Proposals	12
4.6	Responsiveness and Errors in Proposals.....	12
4.7	Right of Selection or Rejection of Proposal.....	12
5	Proposer Instructions	13
5.1	Required Proposal Format.....	13
5.2	Proposer Response Forms	13
5.3	Proposer Information	14
5.4	Proposer Certification	15
5.5	Proposer Questionnaire	18
5.5.1	Service	18
5.5.2	Implementation Plan	19
5.5.3	Reporting / Billing	20
5.5.4	Other Information.....	21
5.6	Customer References (Less than 36 Months).....	22
5.7	Customer References (More than 36 Months).....	23
Exhibit A: Required Contract Terms and Conditions		
Exhibit A-1 Minimum Insurance Requirements		
Exhibit A-2 EEOC Policy & Documents		
Exhibit B: Business and Systems Requirements		
Exhibit C: Vendor Response Form – Business and Systems Requirements		
Exhibit D: Vendor Response Form – Cost Proposal		

1 Introduction

The City of Kent ("The City") is requesting cost information and review of business and system requirements from vendors that can provide a computerized maintenance management system (CMMS) for the City of Kent Public Works Department. The City's current CMMS is managing over 150,000 assets, supporting over 150 end users. The City is evaluating possible vendors and the costs for their CMMS solutions and related professional services to partner with the city in the replacement of its existing Asset Management system. The outlining costs should be identified as individual modules and based on the business and systems requirements included in this document.

1.1 Background

The City intends to replace the current asset management system, Hansen, for its Public Works department. The City seeks to select a single contract with one Proposer to replace the Hansen software and provide system support throughout the contract's lifecycle. Support includes data conversion, implementation management, training, testing, onsite and offsite technical support, advice, data integration, systems integration, system maintenance and upgrades, and other such support activities for the new asset management software until such time that the City decommissions the software.

1.2 Selection Process Schedule of Events

The solicitation, receipt, and evaluation of the RFP responses are anticipated to follow the schedule outlined below. The City reserves the exclusive right to modify the schedule as circumstances may warrant. In the event of any change to the schedule below, notification will be provided to those entities who have submitted proposals.

EVENT	TARGET DATE
Release Request for Proposal	September 15, 2017
Proposer Questions Due	September 18 - October 6, 2017
City Response to Proposer Questions Due	October 13, 2017

Proposals Due	October 30, 2017
Finalized Proposer Presentations by Invitation and Site Visits	December 1, 2017
Selection of Proposer	December 15, 2017 - January 30, 2018
Contract Negotiations & Planning	February 14, 2018
Presentation to Operations Committee	March 8, 2018
Presentation to Full Council	March 22, 2018
Mayor's Contract Signature/Purchase Order	April 13, 2018

1.3 Communications Regarding RFP

1.3.1 RFP Submission Instructions

An original and three (3) copies of your proposal are required. They may be delivered by postal mail, private courier, express service, or by hand to the following location:

City of Kent
City Clerk's Office
Kent City Hall – First Floor
220 Fourth Ave South
Kent, WA 98032

The proposal and copies must be enclosed in a sealed envelope or box with the exterior marked with the following to distinguish it from routine mail:

CITY OF KENT ASSET MANAGEMENT RFP ENCLOSED

The proposal and copies must be received at the above location no later than **4:00pm Pacific Time on October 30, 2017.**

No oral or electronically transmitted proposals will be accepted.

Proposers wishing to submit proposals have full responsibility for delivery of proposals on time. Delays caused by any delivery service, including the US Postal Service, will not necessarily be grounds for a waiver of the deadline requirement. Proposals not received at the above location by the proposal

deadline may be rejected and automatically disqualified from further consideration.

All proposals submitted shall be prepared and submitted in accordance with the instructions in this RFP, and all proposals submitted shall become the property of the City.

Proposer understands that as a general rule all documents received by the City are considered public records. Therefore, all proposals may be subject to public inspection according to applicable disclosure rules and regulations.

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO FOREGO MAKING ANY PUBLIC RECORDS REQUEST FOR ANY PROPOSAL SUBMITTED FOR THIS RFP AND, TO THE EXTENT ALLOWED BY LAW, WAIVES ITS RIGHT TO MAKE SUCH A REQUEST UNTIL THE CONTRACT IS AWARDED TO THE SELECTED FIRM AND SIGNED BY THE MAYOR.

1.3.2 RFP Coordinator

All communications regarding this RFP from Proposers and other sources must be directed to the following RFP Coordinators:

Levin Conway

Systems Analyst
Public Works Department
City of Kent
220 Fourth Ave South
Kent, WA 98032
(253) 856-5629 Phone
(253) 856-4700 Fax
Email: lconway@kentwa.gov

And

Melissa Janson

Project Manager/Business Analyst
Information Technology Department
City of Kent
220 Fourth Ave South
Kent, WA 98032
(253) 856-4605 Phone
(253) 856-4700 Fax
Email: mjanson@kentwa.gov

The individuals identified above are the sole points of contact at the City for this procurement. Any other communication will be considered unofficial and

non-binding on the City. Proposers are to rely on written statements issued by the RFP Coordinators only. Communications directed to parties other than the RFP Coordinators may result in disqualification.

Specific questions concerning this RFP must be submitted in writing, which may be sent by fax or email to the RFP Coordinators. However, questions must be received by 4:00 p.m., Pacific Time, on October 6, 2017. Copies of questions relevant to the RFP process, together with the City's responses will be distributed to all participating Proposers via the Proposers provided email point of contact.

Proposers who seek information, clarification, or interpretations from City employees without using this written submission process are advised that such material is used at the Proposer's own risk and the City shall not be bound by any such representations, whether oral or written.

2 Requirements

2.1 City of Kent Contract Requirements

The City reserves the right to make an award without further discussion of the proposal submitted. Any submitted proposal shall constitute an offer. Therefore, the proposal should be submitted initially on the most favorable terms that the Proposer can propose. There may be no best and final offer procedure. The City does reserve the right to contact a Proposer for clarification of its proposal.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The selected Proposer will be expected to enter into a contract that contains those terms and conditions provided for in the attached and incorporated Exhibit A, among other terms as the parties may negotiate and mutually agree.

In responding to this RFP, if a Proposer takes issue with any provision included within Exhibit A, the Proposer must state the provision it wishes to modify or amend, as allowed in Section 5.4 of this RFP, "Proposer Certification." Wholesale rejection of the City's provisions and substitution with the Proposer's own provisions is not acceptable. The City will review requested exceptions and accept or reject the same at its sole discretion; however, insurance, indemnification, choice of law, dispute resolution, and attorney fee provisions will not be changed. If the City and the successful Proposer are unable to agree on terms and conditions within a reasonable time period that will allow the City to maintain its project schedule, the City may exercise its right to negotiate with other Proposers. The City reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations. The contract will incorporate the proposal of the successful Proposer, and that proposal, to the extent it does not conflict with the contract, will also bind the selected

Proposer. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the City.

2.2 Proposer Qualification Requirements

The table below lists mandatory and desirable Proposer qualifications. Proposers not meeting mandatory criteria may be disqualified from participation in this procurement.

No.	Criteria	Mandatory	Desired
V1	Proposer has been in business for at least 5 years	✓	
V2	Proposer is licensed and legally authorized to do business in Washington State	✓	
V3	Proposer is not disqualified from doing business with the City of Kent	✓	
V4	Proposer's software has been implemented by at least 1 municipal Public Works agency in Washington State.		✓
V5	Proposer's software is primarily web-based, supports ESRI GIS, Microsoft SQL Server, and mobile devices for field connectivity	✓	
V6	Proposer maintains a high level of support before, during, and after implementation, and actively encourages the use of support resources during the lifetime of the product.	✓	
V7	Proposer's software architecture contains appropriate customer-facing APIs and supporting documentation to enable the City	✓	

	to develop additional interfaces, if necessary.		
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*Additional software requirements are listed in Exhibit B Business System Requirements Details

2.2.1 Proposer Support Requirements

The Proposer must provide a detailed description of:

1. Service levels and availability of the Proposer's project team to perform the implementation, and ability to troubleshoot problems during and after the initial installation in both a normal and "emergency" setting for the duration of the final agreed upon Project Implementation Schedule up until the City provides its final project sign off and within the timeframe provided for by Section 5.5.2.
2. Proposed service and maintenance agreement including coverage and levels of service post project sign off.
3. Data collection and billing processes and timeframes as detailed in the proposed implementation plan as referenced in Section 5.5.2.
4. Training requirements for product implementation and deployment.

2.2.2 Proposer Communication Requirements

The Proposer will designate one Project Manager who will be the primary contact for the project duration throughout the implementation phase. The City of Kent will provide one Project Manager who will be the point of contact for the City of Kent. The successful Proposer will be required to communicate and work closely with the City project manager.

During on-site visits, Proposer's personnel or subcontractors will be required to check in with the City project manager upon arrival at the City each day, and may be required to wear ID badges provided by the City while on-site.

To minimize confusion and avoid mistakes and/or delays, the Proposer's Project Manager will briefly exchange relevant information related to the project daily or weekly as the project designates. The Proposer's Project Manager will be expected to communicate to the City's Project Manager a summary of current status, accomplishments, and ongoing plan.

2.3 Project Schedule Requirements

The Project Managers for the City and Proposer will work together to set the implementation schedule, which will be incorporated into and become part of the contract. The project implementation will be scheduled with the City's

final approval to avoid delays or interference with regular City business as much as is reasonably possible.

Proposer must be able to adhere to the approved implementation schedule.

3 Selection Process

All proposals will be reviewed by the RFP Coordinators to determine compliance with administrative requirements and instructions specified in this RFP. Proposers are specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

Proposers will be evaluated and scored based on their merits in response to this RFP and according to the non-exclusive criteria set forth in this section. Other factors not listed here may be considered as the selection process develops. This evaluation and scoring process will guide the City's decision, but will not control the City's decision. The RFP process is inherently subjective and qualitative, and the City will consider scoring results and all other submission materials, presentations, and interviews when making a final decision. The City has complete discretion in selecting a proposer who, in the judgment of the City, best meets the City's needs. The City, and not any Proposer, is best qualified to make that decision.

3.1 RFP Evaluation

The City will utilize the scoring weights provided below in selecting finalists:

RFP Evaluation Scoring Weights

Criteria	Weight
Technical architecture	10%
Functional requirements	30%
Vendor experience	20%
Maintenance and support	20%
Project management approach	20%

The City reserves the right to obtain clarification of any point in a proposal, or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such request for additional information or clarification may result in rejection of the proposal. The City's retention of

this right shall in no way reduce the responsibility of Proposers to submit complete, accurate, and clear proposals.

The City, in its sole discretion, will determine which Proposer's CMMS solution can best serve the City's goals and system environment. All proposals should be submitted with the most complete information possible.

3.2 References

Reference checks will be done on those Proposers identified by the City as finalists. The City reserves the right to contact any person or organization for information regarding a Proposer regardless of the references provided by the Proposer. The Proposer must provide a minimum of 6 state or local government peer references where the Proposer provided services of a similar type and scope. Three (3) of these references must be clients for whom the Proposer has supplied services within the past 36 months. Another three (3) references must be clients for whom the Proposer last supplied services more than 36 months ago.

3.3 Cost Review

Comparison and analysis of all pricing submitted will be performed by the RFP Coordinators and will be based on the total cost of the proposal and a 10-year sustainment cost.

3.4 Final Proposer Selection

A final Proposer selection will be made based on each Proposer's proposal/demonstrations; including without limitation:

1. Overall proposals fit with the City's strategic goals and objectives
2. Proposer demonstrations implementation proposal
3. Demonstrated ability to support a successfully implemented CMMS solution post-installation (sustainment) and the feasibility of Proposer's support options
4. Cost of overall proposal
5. Cost of maintenance and support proposal
6. Suitability of project team and/or third-party integrator in meeting the City's needs
7. Suitability of proposal in meeting the City's needs
8. Reputation and references of the supplying Proposer
9. Ability to understand the business needs of the users
10. Ability to work as a team with the City Project Manager
11. Contract review
12. Other similar matters

Final Proposer Selection Scoring

Criteria	Weight
Submitted proposal	5%
Cost	20%
Demonstrations implementation proposal	35%
Strategic fit	40%

The City reserves the right to negotiate with all Proposers deemed qualified based on the selection process outlined in this Section 3. Qualified Proposers are defined as those Proposers qualified by the selection committee.

4 Proposer Clarifications and Questions

Specific Proposer questions concerning the RFP must be made in writing, which may be sent by fax or e-mail to the RFP Coordinator. However, questions must be received by 4:00 p.m. PDT, on October 6, 2017. Copies of questions relevant to the RFP process, together with the City's responses will be distributed to all participating Proposers.

Proposers who seek information, clarification, or interpretations from the City without using a written submission process are advised that such material is used at the Proposer's own risk and the City shall not be bound by any such representations, whether oral or written.

4.1 RFP Changes or Amendments

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who received the RFP and have not officially withdrawn from consideration or been disqualified. Any revisions to the RFP will be issued in the form of an addendum and will be distributed to all Proposers prior to the Response Due Date. For this purpose, the published Proposer questions and City answers and any other pertinent information shall be provided as an addendum to the RFP.

4.2 City of Kent Clarifications

The City reserves the right to obtain clarification of any point in a proposal, or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in rejection of the proposal. The City's retention of this right shall in no way reduce the responsibility of Proposers to submit complete, accurate, and clear proposals.

4.3 Proposer Contact

The proposal must include the name of the specific individual who will act as the primary contact during proposal evaluation, for on-site installation/services, and on-site during any and all phases. The proposal must identify the contact's organization, position in the organization, address, telephone number, fax number, and email address. This person will be the point of contact for all information, decision-making, and verification required in the course of this RFP and any resulting contract.

4.4 Proposer Prime Contractor Responsibility

The successful Proposer will be the party with whom the City contracts will be the sole contact for all products and services proposed through this RFP process. If a Proposer's proposal includes equipment, wiring, cabling, connections, or services to be supplied by entities other than itself, any supply contract required will be a private matter between the Proposer and that third-party. The City will have a contract with the Proposer and the Proposer only. The Proposer must take full responsibility for all work of its subcontractors.

4.5 Period of Validity of Proposals

The City shall not be liable for any costs incurred by Proposers in preparing or submitting a proposal to the City, or for any subsequent demonstrations required by the City. Proposals should be prepared simply and economically, providing straightforward, concise descriptions of the Proposer's capabilities to satisfy the requirements of the proposal.

4.6 Responsiveness and Errors in Proposals

Proposers are responsible for all errors or omissions in their proposals and any such errors or omissions will not serve to diminish their obligations to the City. Proposers may not be allowed to alter proposal documents once they have been submitted to the City. The City reserves the sole right to allow corrections or amendments due to errors identified in the proposals by either the Proposer or the City. The City also reserves the right, at its sole discretion, to waive irregularities in any proposal.

Proposers should note that this RFP is not subject to public works bidding laws and the City may reject, modify, or otherwise alter this proposal process, and may reject a Proposer or negotiate with an individual Proposer as it sees fit, at its sole discretion, with or without specific cause.

4.7 Right of Selection or Rejection of Proposal

The City offers this RFP as a competitive negotiation. The City, at its sole option, may select or reject any or all proposals for any reason, may waive any informality in the proposal received, and may waive minor deviations from the specifications and shall be the sole judge thereof. Selection of a Proposer shall not be construed as a contract award. The City may award a

contract on the basis of information in addition to that received in a proposal. Therefore, it is emphasized that all proposals should be complete and submitted with the most favorable terms and pricing.

5 Proposer Instructions

5.1 Required Proposal Format

In submitting proposals, Proposers should follow the format described below. The contents of the submittal must be clear, concise, and complete. Proposals that fail to meet the format described in this section may not be considered. Proposers submitting non-compliant proposals will not be notified.

5.2 Proposer Response Forms

Submitted proposals must contain each of the elements listed in this section, which should be separated into tabbed and labeled sections in the order identified. This RFP contains response forms for Proposers' use in preparation of their responses. Use of these forms is not required, but all responses must be complete and appear in the same order as specified below. Incomplete responses may cause the Proposer's entire proposal to be rejected.

1. **Proposal Cover Letter.** The cover letter shall include the title of the RFP, submittal date, the lead respondent, principal contact, address, telephone number, fax number, email address, and web address, if applicable. The proposal shall be signed by a principal or officer authorized to represent and commit on behalf of the Proposer.
2. **Proposer Information.** The Proposer should provide background information concerning itself and the project team who would implement its proposal at the City, if selected. This information shall delineate the roles of each key team member, who would be directly involved in the timely implementation of the project, and the allocation of responsibilities among the team members for each phase of the project.
3. **Proposer Certification.** The Proposer must complete the Certification required by Section 5.4 and noting any exceptions in detail.
4. **Proposer Questionnaire.** The Proposer must complete the questionnaires that are included within Section 5.5 of the RFP and address the following service areas:
 - a. Service
 - b. Implementation Plan/Statement of Work
 - c. Reporting and Billing
 - d. Other Information (including company credit report)

5. **Proposer Qualifications.** The Proposer must meet the Qualifications as required by Section 2.2 and noting any exceptions in detail.
6. **Customer References.** Service provided within the last 36 Months. The Proposer must provide at least 3 references of customers serviced by Proposer within the last 36 months.
7. **Customer References.** Service provided more than 36 Months ago. The Proposer must provide at least 3 references of customers serviced by Proposer more than 36 months ago.
8. **Proposed Product Overview.** An explanation of the products and services available through Proposer that are responsive to this RFP.
9. **Proposed Technical Architecture.** The Proposer must provide a context diagram, or similar systems diagram, of the Proposers proposed system. This should include the system requirements, database technologies supported, and any additional technology platforms required to achieve a fully operational CMMS system as it relates to the City's outlined core System and Business requirements and workflow diagrams.
10. **Terms and Conditions of the Agreement.** The Proposer must supply any additional terms and conditions that will apply to its Proposal should they not be covered in Exhibit A.
11. **Business Requirements Response Forms.** See Exhibit C
12. **Cost Response Forms.** See Exhibit D

5.3 Proposer Information

Proposer Company Name:					
Address 1:					
Address 2:					
City:	State:	Zip:			
Phone Number:					
Fax Number:					
Assigned Account Representative:					
Email Address:					

Proposer Company Name:					
Service Office Address 1:					
Service Office Address 2:					
City:	State:	Zip:			
Phone Number:					
Fax Number:					
Service Manager Name:					
Email Address:					

5.4 Proposer Certification

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days from the due date for receipt of proposals, or until another proposal has been accepted by the City and that entity begins providing service under contract, whichever occurs first, and it may be accepted by the City without further negotiation (except where obviously required by lack of certainty in key terms) at any time within that period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances

are described in full detail on a separate page and attached to this document.)

5. I/we understand that the City will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the City, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. I/we understand and agree that should I/we be given access to any portion of the City's network, servers, or data, that access may include sensitive or confidential records and information. Concerning such records and information, I/we understand and agree:
 - a. All records and information accessed or obtained will be utilized for the sole purpose of submitting this proposal and completing any work for which proposer may be contracted;
 - b. Proposer shall not disclose any records or information to any third-party without the prior express written permission of the City;
 - c. Proposer shall take all steps necessary to ensure the nondisclosure of any records or information to any third-party, including utilizing reasonable and appropriate security measures, to ensure that information is not lost, stolen, or provided to a third-party without the express written permission of the City;
 - d. At the conclusion of the performance of any contracted work, Proposer shall surrender all information to the City, and shall not keep any copy of the information provided to it by the City; and
 - e. Proposer agrees to take all measures necessary to ensure that its employees and subcontractors comply with the above-stated provisions, and shall be responsible in the event of a failure of the Proposer, or any of its employees or subcontractors, to comply with the above-stated provisions.
7. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

5.5 Proposer Questionnaire

5.5.1 Service

1. What percent of time is your company willing to guarantee to the City for software implementation, testing, training, and ongoing service and maintenance?

2. What remedy would your company propose if the project does not 1.) Complete milestones on time 2.) Provide the City with agreed upon support and / or services after software implementation?

3. If you do use metrics as part of Project Management, please provide a copy of these metrics from a government agency similar to that of the City's size and complexity.

4. What is the average time for a customer service representative to respond from the moment a customer places a call for help/service? Upon determination that escalation is required, what is the average time for 2nd-tier support to respond to the issue?

5. What remedy would you propose if the arrival goal(s) indicated in Question 4 is not met?

6. What does training and implementation look like to you, how would you best propose implementation of your Software given the current system requirements and landscape as outlined in the "Business and Systems Requirements" Addendum, Exhibit B?

7. What other performance measures do you use for a successful implementation and deployment?

The following questions relate to the City's general service expectations.

5.5.2 Implementation Plan

1. Please provide a detailed implementation plan, as part of your response) specific to the City's business and systems requirements described in Exhibit B. At a minimum, this plan should address the following:
 - Overall project management approach.
 - Detailed sample project schedule that includes, but is not limited to, the following milestones that will be tied to the payment schedule:

Milestone	Deliverables	%
Initiation	Project Kickoff Meeting	10
Schedule	Mutually agreed-upon project schedule signed off by the City Project Manager and Vendor representative.	5
Business Requirements	Vendor representative and project team certify that all business requirements for each work group have been collected and required questions answered sufficiently to begin system configuration.	15
Configuration	Certification of the City's operating environment and successful installation of pre-production system.	15
Training	Training plan certified by the City and training completed by Vendor representatives.	15
Data Conversion	Converted data validated by the City's project team.	10

Testing	Pre-production system, including all required interfaces certified for production. Mutual confidence testing complete.	15
Go-Live	System in productive use.	5
Stabilization	Stabilization period complete.	10
Acceptance	The City accepts system at project closeout. Maintenance payments begin 1 year after date of acceptance.	N/A

- Personnel assigned, including references for the proposed project manager and support staff from prior engagements.
- Specifics regarding data conversion, interfaces testing, and training.
- Setup of required workflows as defined in Exhibit B, Section 7.
- Estimate of resources required by City personnel to meet project implementation schedule.

5.5.3 Reporting / Billing

1. What kind of information do you typically include on a monthly project management report? Please provide an example.
2. What format do you utilize for reporting purposes? (i.e. Excel, Access, Word, etc.)
3. Can your reports be modified or customized to meet the needs of the City?
4. What kind of information do you typically include on monthly and / or quarterly invoices? Please provide an example.

5. Do you provide on-line report access via the Internet? If so, please provide a sample or provide a URL address and password that would allow the City to view a sampling of these reports.

5.5.4 Other Information

1. The City requires the selected vendor to maintain a consistent project team throughout the engagement. Please describe the project management approach you will take for the duration of the project.
2. This RFP includes a number of required and optional interfaces to other software. Please describe your role in creating partnerships with other vendors, your interface development methodology, and the ability for end users to utilize available APIs to customize interfaces.
3. Please provide a Dun & Bradstreet Report (or comparable credit report) on your company.

5.6 Customer References (Less than 36 Months)

Please provide three customer references as a supplement to your response. Only provide references for customers for whom it is permissible to contact and for whom you have provided services within the past 36 months.

Reference 1

Reference Municipal Agency Name:					
Address 1:					
Address 2:					
City:	State:	Zip:			
Phone Number:					
Fax Number:					
Reference Representative:					
Title:					
Email Address:					
Years that reference has been a customer					

Reference 2

Reference Municipal Agency Name:					
Address 1:					
Address 2:					
City:	State:	Zip:			
Phone Number:					
Fax Number:					
Reference Representative:					
Title:					
Email Address:					

Years that reference has been a customer	
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Reference 3

Reference Company Name:					
Address 1:					
Address 2:					
City:	State:	Zip:			
Phone Number:					
Fax Number:					
Reference Representative:					
Title:					
Email Address:					
Years that reference has been a customer					

5.7 Customer References (More than 36 Months)

Please provide three customer references as a supplement to your response. Only provide references for customers for whom it is permissible to contact and for whom you have not provided services to within the past 36 months.

Reference 1

Reference Municipal Agency Name:					
Address 1:					
Address 2:					
City:	State:	Zip:			
Phone Number:					
Fax Number:					

Reference Representative:			
Title:			
Email Address:			
Years that reference has been a customer			

Reference 2

Reference Company Name:						
Address 1:						
Address 2:						
City:	State:	Zip:				
Phone Number:						
Fax Number:						
Reference Representative:						
Title:						
Email Address:						
Years that reference has been a customer						

Reference 3

Reference Municipal Agency Name:						
Address 1:						
Address 2:						
City:	State:	Zip:				
Phone Number:						
Fax Number:						
Reference Representative:						

Title:		
Email Address:		
Years that reference has been a customer		

Exhibit A – Terms and Conditions

The City of Kent will require certain contractual obligations. In addition to all statements made in the Request for Proposal related to this procurement process, the following terms and conditions will be applied to any contract entered into with the City of Kent. These will include without limitation the following:

1. Financial Provisions.

Payment for the products and services to be provided under any agreement with the City of Kent shall occur upon completion and final acceptance by the City of the project phases/milestones established in the statement of work exhibit incorporated into the final contract resulting from this procurement process.

1.1 Invoicing. Vendor will invoice professional services, and allowed and approved expenses, separately from any hardware or software.

1.2 Payment method. All payments shall be made in U.S. Dollars within forty-five (45) days of invoice, so long as the City of Kent has accepted and approved the products and services listed on the invoice.

2. Licenses.

Any software licenses provided under any contract shall be guaranteed in perpetuity to the City of Kent.

2.1 Operating Environment Designation. The license granted to use the software products under any contract resulting from this procurement process will be fully operational when used on the City of Kent's operating environment.

2.2 Change in Operating Environment. Vendor will provide all identified support levels for the City of Kent's operating environment for a minimum of five (5) years from the date the City of Kent issues its final acceptance of the software product(s), other products, and software documentation. If the Contractor discontinues support for the City's operating environment at any time prior to the expiration of this five (5) year period, Vendor will provide, at no cost to the City, all assistance necessary to move the City of Kent to an operating environment, of the City's choice, that is supported by Vendor. This assistance shall include, at a minimum, installation and configuration of the software in the new operating environment, conversion of data from the unsupported operating environment to the new operating environment, and training necessary to operate and maintain the system in the new environment.

3. Responsibilities.

Vendor will provide the software product(s), other products, support, and other services as negotiated with the City of Kent at the conclusion of the procurement process. These software products, other products, support and other services, shall

be accompanied by the software documentation and include program specifications that describe the program setup, operations, and maintenance.

4. Product Functionality.

4.1 Functionality. The Vendor's software application shall provide the following functionality:

4.1.1 Functionality documented in the Vendor's response to this procurement process.

4.1.2 Functionality documented in any amendments to Vendor's response to this procurement process.

4.1.3 Functionality demonstrated during the product demonstrations provided during this procurement process.

4.1.5 Functionality documented as part of the contract.

4.2 Altering Functionality. In the course of updating or enhancing the software application, functionality that will eliminate or substantially alter functionality promised under this agreement without the express written permission of the City of Kent.

5. Timely Service and Correction

5.1 Timely and Professional Services. Vendor services shall be performed in a timely and professional manner by qualified technicians familiar with the software and its operation. Vendor further represents that the services furnished under this agreement will be performed in accordance with industry practices in effect at the time those services are performed.

5.2 Defects and Corrections. Throughout implementation and during the terms of all support and maintenance agreements, including all renewal periods, Vendor will promptly correct all defects to the extent those defects originate from the acts or omissions of Applicant's products, personnel, or subcontractors.

6. Warranty.

Vendor shall provide the following minimum warranties:

6.1 Title Warranty. Vendor warrants that it has full title and ownership of the software products and other products. Vendor further warrants that it has the full power and authority to grant the license(s) granted by this agreement to the City of Kent and that the license to and the use by the City of the software products and other products in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, or other proprietary right of any third party.

6.2 Merchantability and Fitness Warranty. Vendor represents and warrants that the software product(s), other products, and software documentation will be merchantable and will be fit for the particular purposes established in the City of Kent's request for proposal and Vendor's response to that request for proposal.

6.3 Express Warranty. Vendor further warrants that, for a period of _____ (____) years from the date the City of Kent has issued its final acceptance of the software product(s), other products and software documentation, the software product(s), other products, and software documentation will be free from significant programming errors and from defects in workmanship and materials and shall operate in conformity with the performance capabilities, specifications, functions, and other applicable descriptions and standards, specifically including all specifications established in the user manual and elsewhere by Vendor. During this warranty period, Vendor shall also provide the City the support and maintenance services set forth in the Maintenance Agreement. After expiration of the warranty period, Vendor shall provide support and maintenance services for the Software pursuant to the terms of that Maintenance Agreement. This warranty will not be affected by any customization services provided by Vendor or the City.

6.4 Virus Warranty. Vendor warrants that the software product(s) or other products do not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component) that could damage, destroy, or alter any computer program, firmware, or hardware or which could in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed by the software product(s) or other products in any manner. Vendor shall immediately advise the City, in writing, upon reasonable suspicions or actual knowledge that the software product(s) or other products may result in the harm described above.

6.5 Maintenance Warranty. Vendor warrants that it will maintain the software product(s), other products, and software documentation, including all updates, so that the software product(s), other products, and software documentation will operate in conformity with all improvements, additions, or modifications of the software installed at the City of Kent's site or sites for a period of not less than ____ (____) years from the date of the City of Kent's final acceptance of all software products, other products, and software documentation.

7. Indemnification.

Except to the extent that any liability is attributed to the fault of the City of Kent, its officials, officers, employees, agents, and assigns, Vendor agrees to defend, indemnify and hold the City harmless from and against any and all claims, injuries, damages, actions, losses, liabilities, judgments, awards, and costs (including attorneys' fees and legal expenses) arising out of or in connection with Vendor's performance of this agreement, including without limitation the infringement or violation of any third party's trade secrets, proprietary information, trademark, copyright, patent right or other proprietary right. Vendor shall defend or settle at its

sole cost and expense all suits or proceedings arising out of the foregoing. No settlement that prevents the City of Kent from continuing to use the software product(s), other products or software documentation as provided in this agreement shall be made without the City of Kent's prior written consent. In all events, the City of Kent shall have the right to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

7.1 The City's inspection or acceptance of any of Vendor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

7.2 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

7.3. In the event Vendor refuses tender of defense in any suit or any claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have been a wrongful refusal on the Vendor's part, then Vendor shall pay all of the City's costs for defense, including all reasonable expert witness fees and reasonable attorneys' fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on the Vendor's part.

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

8. Insurance.

Vendor shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by Vendor, its agents, representatives, or employees, in the types and amounts provided for by Exhibit A-1 attached and incorporated by this reference.

9. Project Responsibilities.

9.1 City of Kent. The City will be responsible for providing meeting rooms, providing access to computer facilities and equipment, responding to Vendor requests for approvals, and other requests related to City business in a timely manner, and will coordinate City staffing related to the project.

9.2 Vendor. Vendor will be responsible for all other items relating to implementation including system installation, providing technical and user training to City staff, and providing adequate system documentation. All services and implementation shall be provided in a timely manner.

9.3 Timelines. Timelines will be mutually agreed to prior to contract execution. Both the City and Vendor will be responsible for working in a cooperative manner to meet implementation timelines for the following milestones:

- 9.3.1** Contract executed and kickoff meeting conducted;
- 9.3.2** Scope of work and project schedule set and approved by City;
- 9.3.3** Business requirements and information necessary for configuration gathered and complete;
- 9.3.4** Certification of City's operating environment and installation of pre-production system complete and accepted by City;
- 9.3.5** Training plan approved and accepted by City and training of City trainers completed;
- 9.3.6** Data conversion completed by Vendor and validated by City;
- 9.3.7** Pre-production system, including all required interfaces certified for production, and mutual confidence testing complete and accepted by City;
- 9.3.8** System goes "live"
- 9.3.9** System stabilization period complete
- 9.3.10** Final system accepted by City as complete

Any delays to the schedule shall be pre-approved by the City.

10. Key Staff.

Vendor agrees that, for circumstances within the Vendor's control, Vendor's proposed staff in key roles will remain on this project, that their level of involvement will not decrease beyond that proposed, and that they will not be reassigned or replaced by less proficient Vendor staff through implementation of the proposed system. Any proposal by the Vendor for changes to, or replacement or substitution of, key Vendor staff for any reason throughout the duration of the project must be submitted to the City for review and approval. Key Vendor staff for this project have been identified as the persons performing the following roles:

10.1 Project Manager. This is the person responsible for the overall schedule, budget, resources and quality, and who provides day-to-day management of the project. The person in this role is expected to have significant on-site presence at the City of Kent during all phases of the project planning and implementation.

10.2 Technical Lead. This person is the primary technical architect and expert assigned to the project. As with the project manager, this person is expected to have a significant on-site presence at the City of Kent during all phases of project planning and implementation.

10.3 End-User Trainer. This individual is responsible for training the City of Kent's identified staff on the Vendor's software or other products and applications.

In the event a key Vendor staff replacement is required, or requested by the City of Kent, the City shall have the right to review resumes, interview replacement

candidates, check candidate references, and at their discretion, accept or reject proposed Vendor staff replacements. In no event shall changes in key Vendor staff take effect without the written consent of the City.

11. Independent Contractor.

The parties intend that an Independent Contractor Relationship will be created by this Agreement. By their execution of this Agreement, and in accordance with Ch. 51.08 RCW, the parties make the following representations:

11.1 The Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

11.2 The Vendor maintains and pays for its own place of business from which Vendor's services under this Agreement will be performed.

11.3 The Vendor has an established and independent business that is eligible for a business deduction for federal income tax purposes that existed before the City retained Vendor's services, or the Vendor is engaged in an independently established trade, occupation, profession, or business of the same nature as that involved under this Agreement.

11.4 The Vendor is responsible for filing as they become due all necessary tax documents with appropriate federal and state agencies, including the Internal Revenue Service and the state Department of Revenue.

11.5 The Vendor has registered its business and established an account with the state Department of Revenue and other state agencies as may be required by Vendor's business, and has obtained a Unified Business Identifier (UBI) number from the State of Washington.

11.6 The Vendor maintains a set of books dedicated to the expenses and earnings of its business.

12. Royalties and Patents.

Vendor shall pay royalties and license fees and defend all suits resulting from claims regarding same on all software and materials purchased outright from Vendor and installed according to the specifications of the City.

13. Equal Employment.

Vendor shall comply with all federal, state, and local laws, rules, regulations, and ordinances prohibiting discrimination in employment with regard to age, sex, race, color, creed, national origin, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification. Further, Vendor will comply with the City of Kent's Equal Employment Opportunity Policy

(Administrative Policy Number 1.2 and also provide all written statements required by that policy, all of which is attached and incorporated as Exhibit A-2.

14. Support During Warranty and Maintenance Periods.

Vendor will also enter into a maintenance services agreement with the City of Kent that will enable the software system to perform in accordance with this agreement, the City's request for proposal, the Vendor's response to that request for proposal, and other identified documentation, including contract amendments or addenda that may be issued from time to time.

The software maintenance services agreement will go into effect at the conclusion of the applicable warranty period and shall automatically extend for additional one (1) year periods, unless cancelled by the City by written notice no less than thirty (30) days prior to the end of period of coverage. The Vendor shall provide the City no less than twenty-four (24) months prior written notice if the Vendor generally discontinues offering maintenance to customers of the licensed products. The Vendor will not provide such notice during the initial five (5) years following execution of this agreement.

Throughout the warranty period and during the term of this maintenance agreement, Vendor will provide, at a minimum, the following software maintenance services:

- 14.1** All new releases of the software product(s);
- 14.2** All software system modifications, updates, and revisions;
- 14.3** All software system improvements;
- 14.4** All functional problem resolutions to the software product(s);
- 14.5** All software documentation modifications, updates, and revisions;
- 14.6** All software system modifications in support of changes in the City's operating system;
- 14.7** Telephone support 24 hours a day, 365 days a year including national holidays;
- 14.8** On-site support, when required because of the severity of a software problem or for other reasons identified in the agreement; and
- 14.9** All support services listed in the license agreement, the City's request for proposal and the Vendor's response to request for proposal.

Response times will vary depending upon the severity of the problem experienced (e.g., problems or bugs that materially affect the functionality of any software product may require immediate onsite response; less critical problems may only require telephone response within a set time period). Vendor's required response times for identified support (i.e., telephone, onsite, or otherwise) will be within fixed

periods of time; vague response requirements such as "prompt" or "reasonable" will not be accepted.

15. Rights to Terminate

15.1 Vendor's Right to Terminate. The Vendor may terminate this agreement if the City of Kent fails to make timely payment as provided in this agreement, so long as the Vendor has first provided the City with written notice of that default and that default has not been corrected within thirty (30) calendar days from the date of receipt of Vendor's written notice of default.

15.2 City of Kent's Right to Terminate. This agreement and the license granted hereunder may be terminated by the City if the Vendor is in default of any provisions of this agreement, so long as the default is not corrected within thirty (30) calendar days of the receipt of written notice of the default from the City.

For the purposes of Section 16.2, "default" shall include, without limitation, any failure of Vendor to abide by the terms or conditions of this agreement, the City of Kent's request for proposal and Vendor's response to that request for proposal, or any of the following instances:

- 15.2.1** Vendor defaults on any of the terms of its contract with the City;
- 15.2.2** Vendor ceases its ongoing business operations;
- 15.2.3** Vendor stops maintenance support of the software module in question;
- 15.2.4** Vendor fails to perform the contract in a timely fashion;
- 15.2.5** Vendor suffers any act of insolvency; or
- 15.2.6** Vendor fails to maintain technical staff capable of supporting or modifying the software system.

15.3 Other Termination. The City may terminate this agreement, including all related agreements (e.g., maintenance agreements, etc.) in whole, or from time to time in part, whenever the Vendor is prevented from proceeding with the project work by reason of a preliminary, special, or permanent restraining order from a court of competent jurisdiction where the issuance of that restraining order is primarily caused by either acts or omissions of the Vendor or by acts or omissions of persons or agencies other than the City. Additionally, the City may also terminate this agreement in whole or in part if its Mayor determines that termination is in the best interests of the City or in the event sufficient funds to continue the agreement are not appropriated by the Kent City Council.

15.4 Claims. Any claim for damages incurred by either party resulting from breach of this agreement by the other party shall survive termination. The remedies provided herein shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies provided by law and equity. No delay or omission in the exercise of any remedy herein provided or otherwise available to Vendor shall impair or affect its right to exercise the same.

16. Attorneys' Fees.

Subject to the indemnification and limitation of Vendor's liability provisions set forth in this agreement, if any action or suit is brought with respect to a matter or matters covered by this agreement, each party shall be responsible for all of its own costs and expenses incident to such proceedings, including reasonable attorneys' fees and costs.

17. Assignment.

This agreement may not be assigned by either party without the written consent of the other, except that this agreement may be assigned to a successor to all of either party's business.

18. City Business License Required.

Prior to commencing the tasks described in Section I, Contractor agrees to provide proof of a current City of Kent business license pursuant to Chapter 5.01 of the Kent City Code.

19. Public Records Act.

The Vendor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Vendor in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Kent. As such, the Vendor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act.

20. Governing Law.

The construction and performance of this agreement shall be governed exclusively by the Washington State Uniform Commercial Code, Title 62A Revised Code of Washington, and other laws of the State of Washington without regard to conflict of laws provisions. If parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this agreement, the exclusive means of resolving that dispute, difference, or claim shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court located in King County, Washington, unless the parties agree in writing to an alternative dispute resolution process.

21. Entire Agreement.

The terms and conditions outlined, together with the City of Kent's request for proposal and Vendor's response to the request for proposal constitutes the entire agreement between Vendor and the City of Kent and shall not be modified or rescinded except in writing, signed by both parties. In the case of inconsistencies or disputes among this agreement, the City's request for proposal, and Vendor's response to the request for proposal, the following order of precedence shall prevail in descending order of priority:

- 21.1** This agreement and any written and fully signed amendments thereto.
- 21.2** The City's request for proposal and any written amendments thereto.
- 21.3** The Vendor's response to the City's request for proposal and any authorized written amendments or clarifications thereto.

If any terms or conditions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions shall not in any way be affected or impaired.

21.0 DEFINITIONS

- 21.1 "City" shall mean Kent, Washington with its principal place of business at 220 4th Avenue S., Kent, Washington 98032.
- 21.2 "City Confidential Information" shall include all City data from whatever source derived, information related to accessing the City's computer network, and written information of a confidential nature clearly labeled by the City as being confidential.
- 21.3 "City Representative" shall mean the individual designated by the City to coordinate schedules and ensure the City's compliance with its obligations as described in the SIA and MSA.
- 21.4 "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved after acceptance of the Functional System Specifications for such Licensed Application in accordance with the applicable implementation agreement.
- 21.5 "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the City by Vendor, Vendor's subcontractors

or the original manufacturers or developers of third party products provided to the licensee by Vendor, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

- 21.6 "Effective Date" is the date established in the preamble to the Master Support Agreement, System Implementation Agreement, and the Software License Agreement, and shall represent the date specific to that Agreement.
- 21.7 "Enhancement" shall mean, with respect to any Vendor Application while the warranty or Master Support Agreement is in effect, a computer program modification or addition, other than a Maintenance Modification that alters the functionality of, or adds new functions to, such Vendor Application.
- 21.8 "Error" shall mean, with respect to any Vendor Application, a defect in the Vendor Application that prevents it from functioning in conformity with Functional System Specifications.
- 21.9 "Functional System Specification" shall mean, with respect to any of the Vendor Applications, the specifications for such Vendor Application delivered to the City upon the City's acceptance of such Vendor Application in accordance with the applicable Statement of Work set forth in the System Implementation Agreement.
- 21.10 "Licensed Application" shall mean each of the software applications and interfaces set forth on Exhibit F - 1 of the Software License Agreement including all Derivative Works, Maintenance Modifications, Change Orders, Enhancements, and Documentation modifying these software applications and interfaces.
- 21.11 "Maintenance Modifications" shall mean, with respect to any Vendor Application while the warranty or Master Support Agreement is in effect, a computer software change to correct an Error in, and integrated into, such Vendor Application, but that does not alter the functionality of such Vendor Application.
- 21.12 "Object Code" shall mean computer programs assembled or compiled from Source Code in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse engineering.

- 21.13 "Project Manager" shall mean the individual designated by Vendor to coordinate schedules and ensure Vendor's compliance with its obligations as described in the System Implementation Agreement.
- 21.14 "Software License Agreement" shall mean any software license agreement between Vendor and the City delivered in accordance with Section 2.8 of the System Implementation Agreement pursuant to which Vendor grants a limited license to use any of the Vendor Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.
- 21.15 "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.
- 21.16 "Statement of Work" shall mean the principal activities, responsibilities and deliverables of Vendor and the City as provided for in Exhibit B to the System Implementation Agreement.
- 21.17 "Support Agreement" shall mean any support agreement between Vendor and the City delivered in accordance with the System Implementation Agreement pursuant to which Vendor provides warranty and extended support for any of the Vendor Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.
- 21.18 "System" shall mean the City's computer automated system consisting of the Vendor Applications combined with deliverables specified in the Pricing Summary to be delivered and installed by Vendor under the Agreement.
- 21.19 "Third-Party Products" shall mean all software and hardware components specified in the Pricing Summary and delivered by Vendor under this Agreement for integration into the System other than the Vendor Applications.
- 21.20 "Vendor" shall mean _____ with its principal place of business at _____.
- 21.21 "Vendor Application" shall mean each software application developed by Vendor and delivered to the City under this Agreement and in accordance with the Functional System Specification relating thereto, including all Maintenance Modifications thereto, all Derivative Works thereof, and all related Documentation.

21.22 "Vendor Confidential Information" shall include the Vendor Applications and all other software applications developed by Vendor, whether or not licensed to the City, as well as any written information of a confidential nature clearly labeled by Vendor as being confidential.

EXHIBIT A-1

To
Contract Terms and Conditions

INSURANCE REQUIREMENTS

The following **Exhibit A-1** is attached to, incorporated into, and forms part of the System Implementation Agreement, dated _____, between the City and Vendor (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
3. The City of Kent shall be named as an additional insured on all policies (except Professional Liability) as respects work performed by or on behalf of the contractor and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all required insurance policies. The Contractor's Commercial General Liability insurance shall also contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

EXHIBIT A-2

To

Common Terms and Conditions

INSURANCE REQUIREMENTS

The following **Exhibit A-2** is attached to, incorporated into, and forms part of the System Implementation Agreement, dated _____, between the City and Vendor (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

DECLARATION

CITY OF KENT EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City of Kent is committed to conform to Federal and State laws regarding equal opportunity. As such all contractors, subcontractors and suppliers who perform work with relation to this Agreement shall comply with the regulations of the City's equal employment opportunity policies.

The following questions specifically identify the requirements the City deems necessary for any contractor, subcontractor or supplier on this specific Agreement to adhere to. An affirmative response is required on all of the following questions for this Agreement to be valid and binding. If any contractor, subcontractor or supplier willfully misrepresents themselves with regard to the directives outlines, it will be considered a breach of contract and it will be at the City's sole determination regarding suspension or termination for all or part of the Agreement;

The questions are as follows:

1. I have read the attached City of Kent administrative policy number 1.2.
2. During the time of this Agreement I will not discriminate in employment on the basis of sex, race, color, national origin, age, or the presence of all sensory, mental or physical disability.
3. During the time of this Agreement the prime contractor will provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
4. During the time of the Agreement I, the prime contractor, will actively consider hiring and promotion of women and minorities.
5. Before acceptance of this Agreement, an adherence statement will be signed by me, the Prime Contractor, that the Prime Contractor complied with the requirements as set forth above.

By signing below, I agree to fulfill the five requirements referenced above.

By: _____

For: _____

Title: _____

Date: _____

CITY OF KENT
ADMINISTRATIVE POLICY

NUMBER: 1.2

EFFECTIVE DATE: January 1, 1998

SUBJECT: MINORITY AND WOMEN
 CONTRACTORS

SUPERSEDES: April 1, 1996
APPROVED BY Jim White, Mayor

POLICY:

Equal employment opportunity requirements for the City of Kent will conform to federal and state laws. All contractors, subcontractors, consultants and suppliers of the City must guarantee equal employment opportunity within their organization and, if holding Agreements with the City amounting to \$10,000 or more within any given year, must take the following affirmative steps:

1. Provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer.
2. Actively consider for promotion and advancement available minorities and women.

Any contractor, subcontractor, consultant or supplier who willfully disregards the City's nondiscrimination and equal opportunity requirements shall be considered in breach of contract and subject to suspension or termination for all or part of the Agreement.

Contract Compliance Officers will be appointed by the Directors of Planning, Parks, and Public Works Departments to assume the following duties for their respective departments.

1. Ensuring that contractors, subcontractors, consultants, and suppliers subject to these regulations are familiar with the regulations and the City's equal employment opportunity policy.
2. Monitoring to assure adherence to federal, state and local laws, policies and guidelines.

CITY OF KENT

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT

This form shall be filled out **AFTER COMPLETION** of this project by the Contractor awarded the Agreement.

I, the undersigned, a duly represented agent of _____
_____ Company, hereby acknowledge and
declare that the before-mentioned company was the prime contractor for the
Agreement known as _____ that was
entered into on the _____ (date), between the firm I represent
and the City of Kent.

I declare that I complied fully with all of the requirements and obligations as outlined
in the City of Kent Administrative Policy 1.2 and the Declaration City of Kent Equal
Employment Opportunity Policy that was part of the before-mentioned Agreement.

By: _____

For: _____

Title: _____

Date: _____



Business & Systems Requirements

EXHIBIT B

Asset Management Project

September 15, 2017

Introduction

The City of Kent ("The City") is requesting cost information and review of business and system requirements from vendors that can provide a computerized maintenance management system (CMMS) for the City of Kent Public Works Department. The City's current CMMS is managing over 150,000 assets, supporting over 150 end users. The City is evaluating possible vendors and the costs for their CMMS solutions and related professional services to partner with the city in the replacement of its existing Asset Management system. The outlining costs should be identified as individual modules and based on the business and systems requirements included in this document.

Please use the Vendor Response Form – Business and Systems Requirements (Exhibit C) and Vendor Response Form - Cost Proposal (Exhibit D) to provide the necessary information. If you have questions, please contact:

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1.0 Objectives

The purpose of this document is to provide a high level summary of business and systems requirements to determine costs to replace the existing Asset / Maintenance Management software with a new CMMS solution.

The current system reached end of support at the end of 2015. Due to major changes in architecture between the current and newer GIS and CMMS software, the City is seeking a cost estimate for a replacement of the current Hansen CMMS solution to meet our audit, tracking, and business process management needs.

2.0 System Overview

This is the system level overview.

System Users The City of Kent Public Works Department has utilized Hansen Information Technologies for nearly 20 years to manage its water, sewer, drainage, street, and warehouse parts inventory. Implementation of the current system began in 1996. The original Hansen system (MS-DOS-based) was adopted in 1986 and was subsequently incorporated into the current asset management system. Sewer/drainage implemented the CMMS system in 1996, with other subsections of the City coming online in 2000. End Users primarily interact with the system directly; with the exception of two subsections that utilize administrative staff for data entry. There are two subsections within the City of Kent Parks Department, Operations (no CMMS) and Facilities (uses TMA), that will be considered out of scope for this procurement however the City of Kent reserves the right to expand the selected CMMS solution to the Parks Department in the future if so desired.

Currently eleven (11) separate departments touch applications or workflows on the Hansen system. Some of these applications, especially those managed by the City Clerk, Administration/Mayor, and Finance, are used across many City departments.

The lead departments are:

Lead:

- 1) Public Works
- 2) Administration / Mayor's Office

Secondary / Support

- 3) Finance
- 4) Parks Operations
- 5) Parks Facilities
- 6) City Clerk's Office
- 7) Economic & Community Development
- 8) Puget Sound Regional Fire Authority
- 9) Information Technology

**Key
Applications**

- 1) ESRI (NOTE: The City of Kent does NOT currently have an ELA (Enterprise License Agreement) with ESRI.

ESRI Component	Standard
ArcGIS Enterprise Version	10.4.1
Portal	Portal for ArcGIS
Web Server	Microsoft IIS 8+
DBMS	SQL Server 2014
OS Virtualization	VMWare vSphere 6.x
Application Virtualization	Citrix XenApp 7.7

- 2) Technical Standards

Business	Standard
Database Servers	Windows Server 2012 R2/2016
Application Servers	Windows Server 2012 R2/2018
Web Server	Microsoft IIS 8+
DBMS	SQL Server 2014
OS Virtualization	VMWare vSphere 6.x
Application	Citrix XenApp 7.7

Network	Standard
Network Backbone	Allied Telesis
Network Operating	Windows (2012 R2 – Active Directory)
Network Protocols	TCP-IP 10/100/1000
Topology	Switched Ethernet to the desktop (Ethernet II)
Cable Infrastructure	Category 5/6

File and Print	MS Windows
Application Servers	HP Servers (mix of standard, blades and virtual)
Backup	CommVault
Messaging Server	Microsoft Exchange 2010
VPN Server	NetMotion Mobility

Desktop/Laptop/VDI Component	Standard
Desktop PC Make and Model (Minimum Configuration)	HP 8300 i5 4 GB RAM 320 GB HD
Desktop Operating Systems	Microsoft Windows 10 64-bit
Laptop (Minimum Configuration)	HP6570 i5 4 GB RAM 450GBHD
Laptop in City Vehicles	Getac G1
VDI Desktop Specs (Minimum Configuration)	VMWare View 3GB RAM, Pooled HD, PCoIP client
Browser	Microsoft Internet Explorer 11
Email Client	Microsoft Outlook 2016
Business Software Suite	Microsoft Office 2010/2016
Smartphone	Apple iPhone (latest version)
Tablet	Apple iPad (latest version)
Mobile Network	Verizon 4G
VPN Client	NetMotion Mobility 10.x Client

Key LOB Integrations

The City of Kent has integrations with a number of Line of Business Systems that will need to be considered when procuring a new system.

- 1) Financial (JD Edwards (JDE) Enterprise One)
- 2) GIS (ArcGIS)
- 3) Resident Request Tracking System (WebQA)
- 4) LaserFiche Document Management System (future)
- 5) Pipeline Inspections (CUES TV Truck)
- 6) Vehicle Asset Database (FASTER)
- 7) Pavement Management (MTC StreetSaver)
- 8) SCADA (WonderWare)
- 9) Utility Billing (DataNow!)

Integration Methods

Integration Methods include:

- 1) **JDEdwards (On Premise)** - Web Services (preferred vendor partnership) or Excel import/export.
- 2) **ArcGIS (On Premise)** – Vendor-provided tools to maintain geospatial links between core GIS database and Asset Management System.
- 3) **Resident Request Tracking/WebQA (Cloud)** – Web Services (vendor partnership) for customer service requests.

- 4) **TV Truck/CUES (On-Premise)** – CUES-provided interface.
- 5) **Vehicle Asset Database - FASTER (On-Premise)** - Read database tables or other method.
- 6) **MTC StreetSaver (Cloud)** – Import/Export.
- 7) **LaserFiche (On-Premise)** – Invoke hyperlink to document management system or web services.
- 8) **DataNow! Utility Billing (On-Premise)** - Read database tables or other method.
- 9) **WonderWare SCADA (On-Premise)** – Read database tables or other method.

Captured Infrastructure

See Context and Workflow Diagrams

Number of Assets

There are approximately 150,000 distinct assets that provide a user base that exceeds 150 individual users in the current system.

3.0 Required Functional Capabilities

The City’s functionality requirements are detailed in Exhibit C (Vendor Response Form – Business and Systems Requirements). Please review and complete Exhibit C in accordance with the instructions in Section 5 of the RFP.

4.0 Professional Services

1. Provide professional services required in order to install, convert data, set-up, and test all required servers and related to the software packages. The vendor would work with City of Kent staff to design, implement and train staff on new asset management and work management workflows.
2. Support all City employees as required during deployment and sustaining phase of their software for the duration of the contract.

The following workflows are required setups that the vendor must provide during implementation.

3. External (Citizen) Customer Service Request to Corrective Maintenance workflow.
4. Inspections – NPDES permit inspection to corrective maintenance workflow.
5. Maintenance – Grouped field asset preventative maintenance workflow and resource tracking (at least 100 “like” assets per day per crew)
6. Facility-Based (pump stations, etc.) - inventory setup and preventative maintenance scheduling workflow.
7. Warehouse inventory setup and workflows. (Self-Service warehouse concept is desired)

5.0 Training

1. Vendor is to provide documentation and training to City of Kent staff as appropriate to support the transition to a new system.
2. Training would largely be modeled on the train-the-trainer format.

6.0 Systems Integration and Future State Workflow Diagrams

The following diagrams represent current systems integration and future state workflows. Please note that these are high-level workflows and are provided to Proposers to give them an idea of how our workflows could be configured.

Figure 1 - Current System State Context Diagram

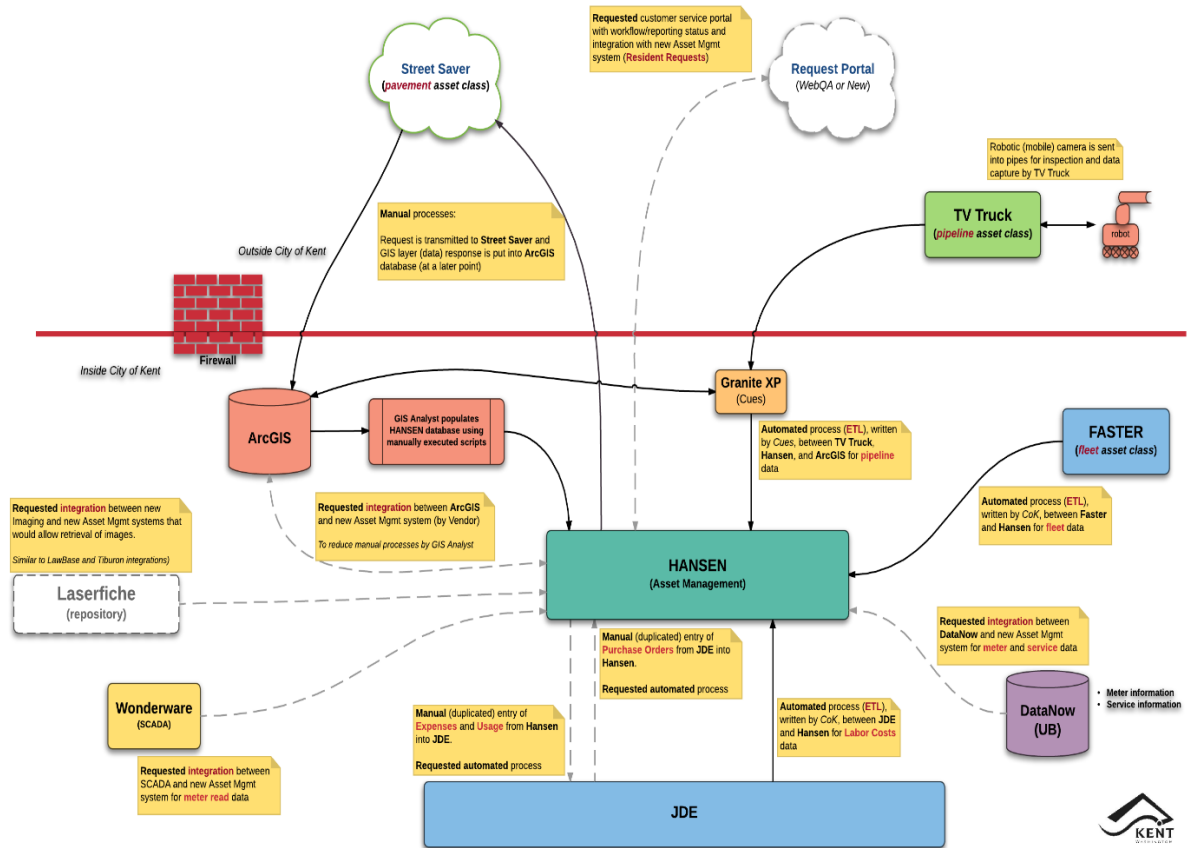


Figure 2 – Lifecycle Workflow

KEY ASSET MANAGEMENT LIFECYCLE ACTIVITIES

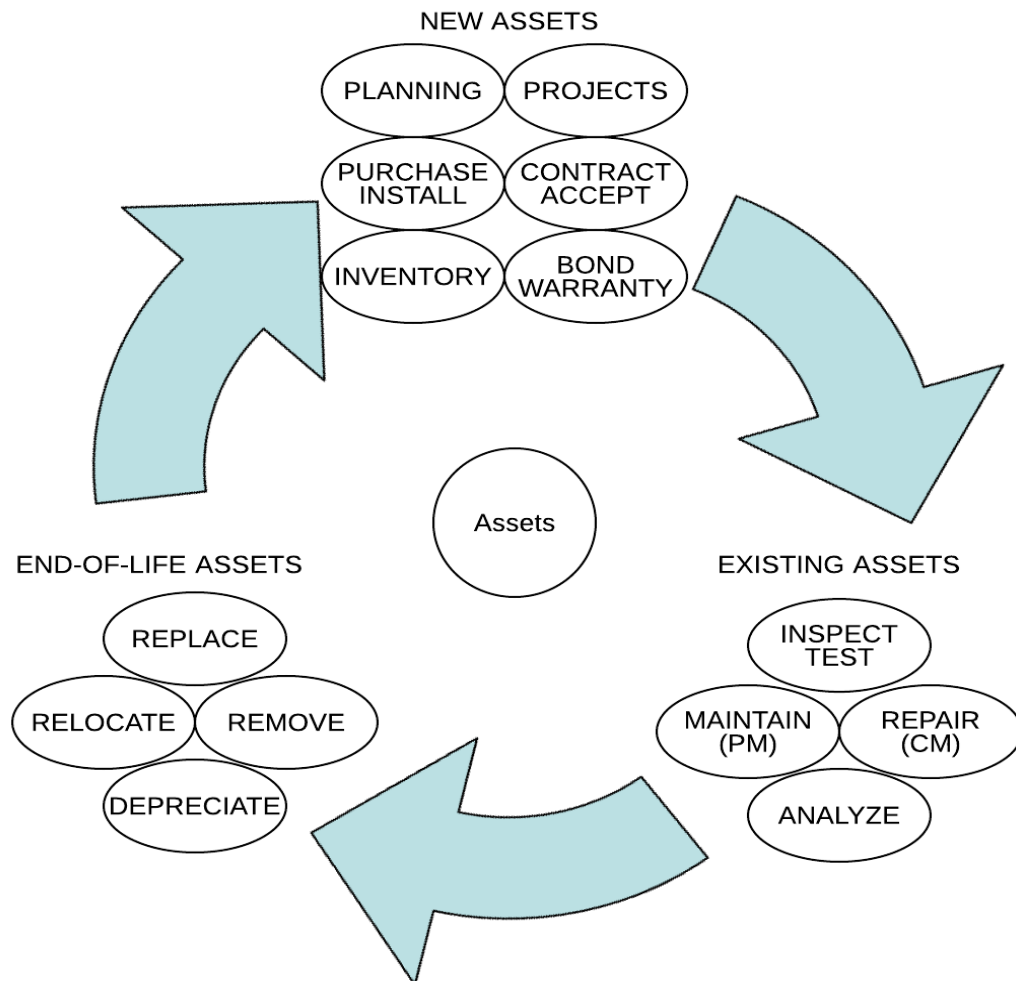


Figure 3 – Future State Corrective Maintenance Workflow

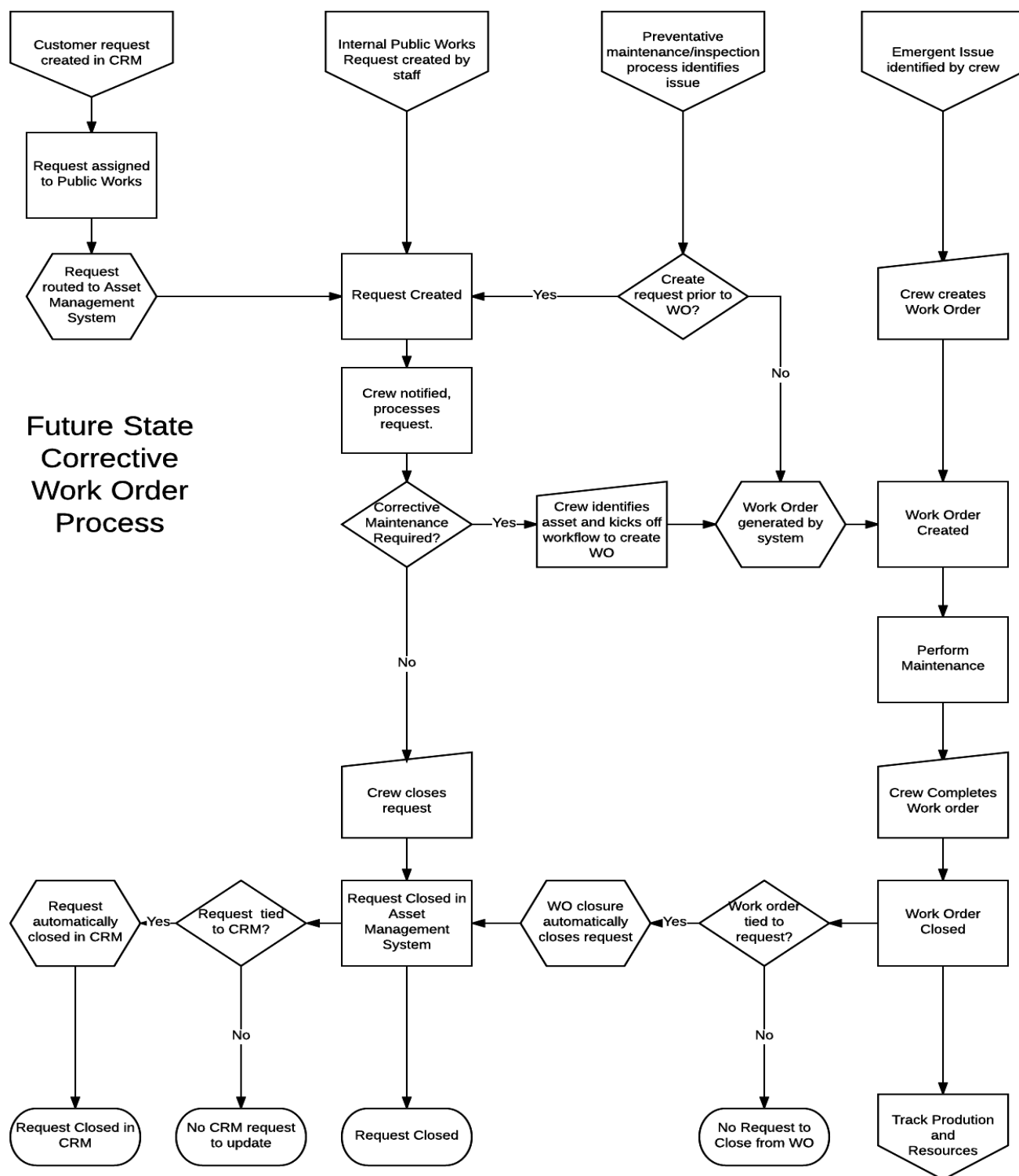


Figure 4 – Future State Preventative Maintenance Workflow

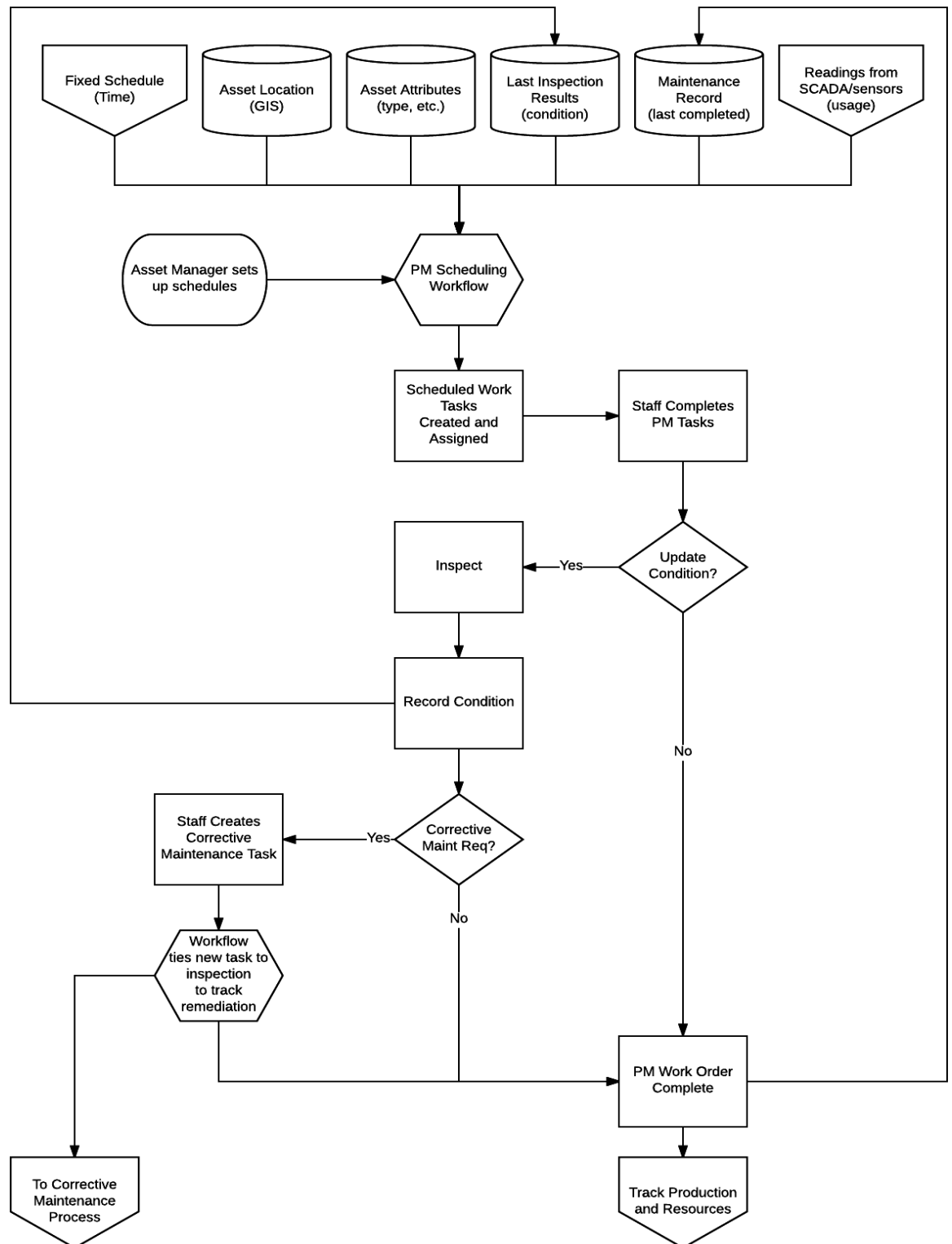


Figure 5 – Future State Resource Tracking Workflow

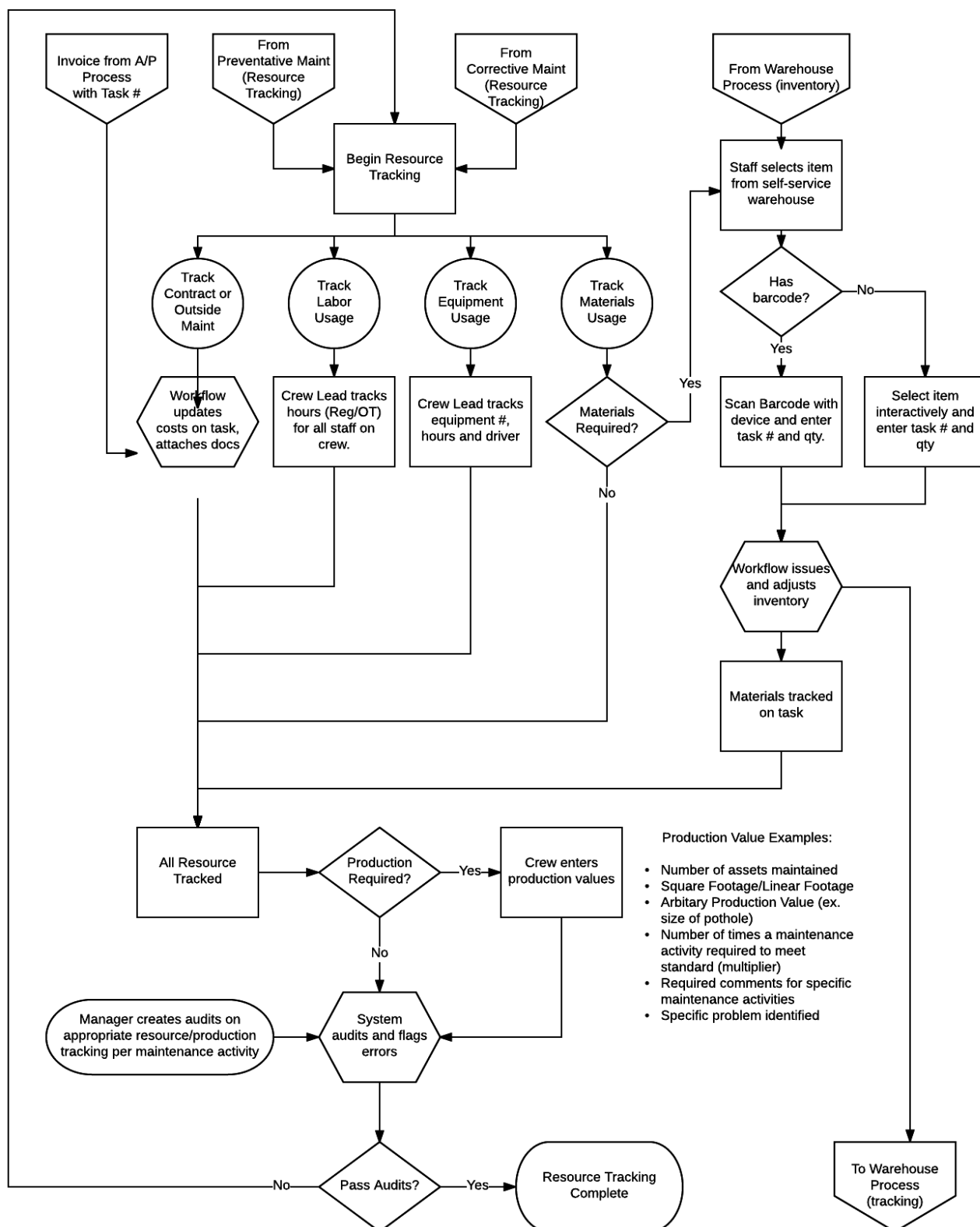


Exhibit C - Business and System Requirements Response From

#	Requirement	Included in Base Solution	Requires Additional Modules	Requires Customization	3rd Party Solution	Not Available	Answer / Comments / Further Information:
1.0 Asset Management Activities							
1.1 Plan/Install/inventory and track warranty information for new assets							
	Ability to have a user-defined ID structure for all asset classes, and to generate new ID numbers based on a pre-defined standard.						
	Ability to track multiple classes of assets in different work groups.						
	Ability to Create / Plan future assets.						
	Ability to create user defined classes of assets not pre-packaged with the system.						
	Ability to track a user-defined set of attributes on each asset class and have these fields display on the data entry form.						
	Ability to show, hide, validate, or make required any asset attribute information. (fields)						
	Ability to create a workflow for new asset creation that may involve multiple steps with checks, balances, and alerts with multiple work groups.						
	Ability to group like assets into user-defined groups or projects for tracking information related to projects or work lists.						

Ability to link assets directly with GIS functionality in the system using a key field to be determined at implementation.						
Ability to track warranty and/or performance bond information on each asset, asset class, or asset group by time or usage.						
Ability for warranty / performance bond information to trigger inspections or work activities based on date or usage.						
Ability to attach and store digital photographs of all assets for inventory purposes.						
Ability to attach hyperlinks to documents stored in an external document imaging system.						
For transient assets, such as equipment / vehicles, the ability to assign assets to specific employees or work groups.						
Ability to interface asset data collection with industry-standard GPS data collection systems.						
Ability assign roles and responsibilities to group or individuals for asset management defined activities.						
1.2 Schedule and perform preventative maintenance, inspections, testing, and analysis on existing assets.						
Use an automated process to generate scheduled work activities or inspections on assets or groups of assets based on time.						
Use an automated process to generate scheduled work activities or inspections on assets or groups of assets based on usage data.						
Ability to trigger workflows to generate scheduled work activities or inspections based on other activities performed.						
Ability to create multiple inspection types and schedules per asset class.						
Ability to project preventative maintenance workload in a calendar format.						
Ability to track inspections for pipelines (PACP/NASSCO)						
Ability to track inspections Hydrant Flow Testing						
Ability to track inspections for Backflow Assembly Testing						
Ability to track inspections for Pavement Management using PCI						
Ability to track inspections for Hazard Trees (ISA Standards)						
Ability to track inspections for Retro-reflectivity (Signs)						
Ability to track inspections for NPDES (National Pollutant Discharge Elimination System)						
Ability to create user-defined maintenance and inspection checklists.						

Ability to define and customize rating or grading systems for inspection and maintenance findings by asset class.						
1.3 Perform emergency/corrective/reactive maintenance on existing assets.						
Ability to schedule and assign work activities corrective to assets and groups of assets.						
Ability to flag activity history as corrective and track preventative vs corrective history on assets.						
Ability to trigger workflows within corrective maintenance activities to generate other asset maintenance activities or inspections.						
Ability to set up deferred maintenance so that work activities that cannot be completely can be appropriates scheduled into the future.						
1.4 Replace/Remove end-of-life assets						
Record asset removal activities in the asset history.						
Expire or flag assets as end of life without affecting history on assets, asset groups, or asset classes.						
Support renaming/renumbering of assets without affecting history on assets, asset groups, or asset classes.						
Ability to trigger workflows to for asset removal processes.						
1.5 Reporting (Asset Management)						
Built-in reporting for:						
List of assets in any asset class, filtered by any attribute.						
Compliance reporting to determine if all assets in a group have been inspected in a given timeframe.						
Condition by asset class using custom scoring formulas.						
1.6 GIS (Asset Management)						
Ability to filter assets by attribute and display filtered data on the map.						
Ability to filter assets by inspection status and display filtered data on the map.						
Ability to click on the map and open the asset record.						
Ability to click on the map and open the inspection record.						
Ability to define groups of assets by selecting data from the map.						
Ability to visualize asset condition on the map.						
Ability to launch user-defined hyperlinks from the map.						
The ability to create assets in GIS through the map.						
Allows for one system of Record.						

	GIS viewer to support advance geometry, lineal referencing, geometric networks and topologies. ***Desired*** – The ability to support external routing services.						
2.0 Work Management Activities							
2.1 Activity/Task Definition							
	Ability to create an unlimited number of tasks in with user defined descriptors.						
	Ability to filter available task list based on role, work group, and / or selected asset class.						
	Ability for tasks to participate in workflows that can generate other tasks and/or inspection activities.						
	Within the workflow activity; the ability to define custom status per activity/task definition and/or workflow.						
	Ability to define task as preventative vs. reactive.						
	Ability to define task as emergency/non-emergency.						
	Ability to validate that correct data be entered on specific tasks in order for task to be completed.						
	Ability to set task and / or project based performance/production requirements on individual task definitions, including unit of measure.						
2.2 Scheduling and Task Creation							
	Ability to group resources, such as staff and equipment into work teams.						
	Ability to schedule and assign work to employees and work teams.						
	Ability to alert the user when a user attempts to create a duplicate task on a specific asset						
	Ability to create grouped tasks on multiple assets and/or sub-tasks						
	Ability to create tasks not directly attached to assets.						
	Ability to display work by section, employee, depending on role or personal preference.						
2.3 Tracking							
	The system should provide appropriate data fields for work activity history tracking, including, but not limited to:						
	Quantity of work performed (production)						
	Scheduled, Start, Due, and Completed Dates						
	User-defined status values (see 2.1)						
	Assigned Employee/Work Group						

Ability to track the following usage values on each task:						
Labor Hours						
Ability to flag if hour Work Order hours are overtime						
Equipment hours and driver of equipment						
Materials used						
Contractor/Sublet costs						
Ability to require that minimum usage be entered on a task prior to completion.						
Ability to track resource usage and flag if it has exceeded the identified by the predefined "Standard" allocated.						
Ability for a crew lead to track work for all resources on a work team without having to do multiple steps for each resource.						
Ability to distribute usage on tasks containing multiple assets or sub-tasks.						

2.4 Reporting (Work Management)

Built-in reporting for:						
Usage for specific task - Labor/Equipment/Materials/Other Costs						
Sum of usage for tasks in date range - Labor/Equipment/Materials/Other Costs						
Total production (quantity) of work performed for reporting period for tasks in date range						
Frequency of work tasks performed during date range						

2.5 GIS (Work Management)

Ability for open work lists to be visualized on a GIS map by status.						
Ability to click on the map and open the task record.						
Ability for completed work to be searched for and visualized on a GIS map by date range, asset class, and other attributes.						
Ability to create tasks directly from the map						
Ability to create grouped tasks for multiple assets by selecting multiple assets on the map.						
Ability to create tasks by clicking on a map and setting a coordinate without associating it to an asset.						
Ability to disassociate and re-associate tasks to assets using the GIS map.						

3.0 Warehouse Inventory Management Activities

3.1 Inventory Management

Ability to implement multiple warehouses and multiple stock areas within each warehouse.						
Ability to add unlimited parts or materials types to each stock area.						
Ability to support user-defined units of measure for materials in addition to system defined unit of measures						
Ability to associate part definitions with attributes stored on asset records (i.e. manufacturer)						
Ability to attach digital photos or other documents to each part/material type.						
Ability to support stock and non-stock inventory processes, and be able to transfer parts between stock and non-stock status.						
Ability to assign budget codes to stock locations/warehouses/stock areas						
Ability to support LIFO (Last In First Out) parts costing as required by the City of Kent Finance Department						
Ability to record audit information for all transactions occurring in the inventory system by employee/date time						
Ability to support the following transaction types:						
1.) Receive						
2.) Return to Vendor						
3.) Issue						
4.) Return from Issue						
5.) Transfer between stock areas						
6.) Dispose (scrap or sale)						
7.) Order (custom PO number from Finance system)						
Ability to attach comments to transactions						
Support industry standard barcode technology and provide this functionality in the system or via a named vendor.						
Support wireless barcode scanners and/or smartphone-based tools for inventory management.						
Ability to implement a "self-serve" warehouse concept where employees could issue their own materials.						
Ability to track non-work order consumable items and issue them to individual employees. (Safety equipment, etc.)						
Ability to alert users when stock has fallen below expected minimums.						

	Support automatic ordering functionality that would generate orders based on re-order quantities, etc.						
	support cyclic inventory auditing functionality and provide a function to create multiple audit schedules for different warehouses, stock areas, part/materials type, or other attribute, i.e. audit high-use parts monthly and low use parts annually.						
3.2 Reporting (Inventory)							
	Built-in reporting for:						
	1.) Transaction logs reporting part, stock area, date, cost, budget code, quantity and employee.						
	2.) Quantity on hand with minimum quantity and cost						
	3.) Cyclic auditing reports						
4.0 Core Technical Requirements							
4.1 Security							
	Support all City mandated security protocols and standards that apply.						
	Support centralized system administration user management (add, delete, change, access levels/groups)						
	Support system password management						
	Support Windows Active Directory single-sign-on methods						
	Support SAML-Compliant login methods						
	Support automated logout of users based on specified inactivity and idle timeout periods.						
	Support complete system and data audit capability and features for all transactions in all applications and modules of the system.						
	Standardized audit-tracking reports for user access and usage logs.						
	Tracking of all log-ins and log-in failures.						
	Transaction logs to record executed functions to facilitate diagnosis and reconciliation of system errors.						
	Complete audit trail of every contact and contact history, including individual and summary of screen/data is accessed, modified, by whom, when and where.						
	Support Virtual Private Networks (VPN) for increased security						
	Support secure communications utilizing, TLS, SSL or HTTPS for web-based communications.						
	Provide application level security, including user or group security access configuration and enforcement for the following areas:						

		Row/field level on data elements in databases						
		Mandatory data fields based on specified/defined work flow or information.						
		Administrative and/or customization/design features						
		Access to system modules or functionality						
		Access to specific fields, work flow, screens or reports in the user interface.						
		GIS UI including tools / widgets						
4.2 General								
	System shall be an enterprise-wide, mission critical, 24/7-available web-based (n-tier) client server based application that cost-effectively supports asset management activities for the City of Kent, population 125,000.							
	Support (preferable) real time access and/or batch update processing of information.							
	Provide data field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective measures (warnings about invalid data entered and next step directions to the user).							
	Provide ability to design a preferred sequence for data entry fields match the order of source information documents and forms.							
	Provide optional auto-fill capability for data entry throughout the system.							
	Support the option for users to add notes to records and attach documents and images.							
	Tools to restrict free form entry where possible e.g. defaulted to today's date or calendar drop down for date field.							
	Provide intelligent spell checking of text fields.							
	Provide on-line help system to provide assistance to users in describing tasks or functions that a selected field or action performs.							
	Provide customizable user interfaces, including ability to customize menus and forms by authorized users.							

Provide automatic job scheduling (i.e., PM scheduling, data synchronization) and automatically send alerts to specified users for job failures.						
Configuration of the workflow engine is accomplished on site using built-in management tools without requiring extensive database modification, database triggers, vendor-supplied customizations or custom code compilation.						
Support effective audit/date and user name stamps for transactions and table updates, including both future and retroactive changes.						
Ability to directly export data to Excel/CSV from user interface.						
Ability for end users to define queries/filters, re-order fields, and set sort values and have those customizations persist between user sessions.						
Ability to add fields to tables, change labeling on default forms, and show/hide UI elements via workflow configuration						
Provide customizable online documentation and training materials for technical and functional queries, with context specific help, search capability and specific business process documentation.						
Ability to prevent record deletions and/or facilitate "expiration" of records as to not affect history.						
Supports standard accessibility standards which are based on both Federal Board's Section 508 and W3C Web Content Accessibility Guidelines.						
Ability to provide standard telephone and remote screen-sharing support (during business hours) and resolve issues by a mutually agreed-upon delivery date						
Ability for the customer to submit a Priority One support call and to provide Priority One support with a 24-hour support window, working continuously until Priority One problems are resolved.						
Ability to provide a web support portal that contains metrics and status of all current support calls placed by staff, and supply customer service reports upon request.						
4.3 System Architecture/Database						
Operate within the existing City of Kent network and communications environment.						
Support industry standard network protocols(e.g. TCP/ IP)						
Require and support the implementation of City-wide DNS policies and standards to facilitate City wide connectivity.						

Support the development and maintenance of multiple operating environments for development, test, training and production.						
Support Windows client operating systems, specifically Windows 10						
Support Microsoft SQL Server						
Support virtualization technologies (VMWare/Hyper-V)						
Provide the ability to deploy the application in an SaaS model.						
Simplified upgrade process to future operating systems, database and third party software and utilities.						
Support open architecture for user and system interfaces based on current and industry-accepted standards, methods, and protocols such as HTTP, XML, SOAP, FTP, etc.						
Support one or more standard reporting engines, such as Crystal Reports or SQL Server Reporting Services						
Provide an entity relationship diagram						
Provide a data element dictionary						
Provide appropriate documentation for customer-accessible APIs						
4.4 Performance, Scalability, and Business Continuity						
Support multiple users to view the same record simultaneously						
Support multiple users to query and run reports simultaneously						
Support flexible and fixed locks at the record level to ensure accurate updating of data.						
Support the ability to send message alerts to all users						
Support the average transaction load with an average CPU utilization of no more than 35%- 40% of the CPU on recommended configuration.						
Provide an average transaction on the server to occur on average less than one second response time; not to exceed 3 seconds.						
System will maintain a 99% availability rate- including planned maintenance.						
Maintain consistent throughput with increased transaction rates.						
Avoid/prevent high levels of persistent disk I/O.						
Minimize network traffic between the client application and the server.						
Optimize database indexing techniques.						
Support multi-server configurations that distribute server workload between presentation, business logic and data tiers.						

Support incremental, differential, and full backups and restore of database, configuration, customizations and user preferences.						
Support an efficient identification process of the existence of the program and/or system discrepancies						
System hardware and client software required to maintain integrity in the event of power failures, and or abrupt shutdowns.						
Support restarting and recovering after system failures with no loss of data or software components.						
4.5 Mapping/GIS						
GIS browser/viewer to support basic GIS display functions such as: pan, zoom, display scale, on/off layer controls, measure, search, and print identify features and associated attributes.						
GIS browser/viewer to support buffer analysis, overlay analysis, search / select features by locations or attributes.						
GIS browser/viewer to be accessed or launched directly from within system.						
Graphical User Interface (GUI) of GIS browser/viewer to be user friendly and have an intuitive interface.						
Ability to create and save standard and user personalized views, symbology, scale control, labels and display attributes to be set for specific data layers.						
Ability for records in the Asset Management system to be directly queried and displayed in the GUI interface.						
GIS browser/viewer to support user permissions and security settings by role and/or user account.						
GIS browser/viewer to support the direct printing, exporting and saving of a map or view using a predefined set layouts.						
System supports ESRI data formats and architecture.						
System provides a way to synchronize attributes between the asset management system and the GIS system.						
GIS features available on small-form-factor devices, such as smartphones.						
GIS viewer to support multiple base maps including orthographic photography, topographic, and custom ESRI base maps.						
GIS system supports placing of X/Y coordinates for tasks and events not currently associated with a GIS feature.						
4.6 Mobility						

Support seamless access and service request activity information from wireless devices operating on high-latency connections						
Synchronize data with the system based on a system-defined time value, to ensure users real-time access.						
Support restarting and recovering after device failures with no loss of data or software components.						
Support for security (roles/groups) on mobile device						
GIS features available on mobile client						
Support for the following mobile platforms:						
HTML5-based client (optimized for laptop)						
HTML5-based client (optimized for phone screen)						
Windows 8+ native (Windows Store/UWP)						
iOS 10+ iPhone native app						
iOS 10+ iPad native app						
Android Phone 7+ native app						
Android 7+ Tablet native app						
Support for the following mobile device features:						
Geolocation (GPS)						
Device camera (photo/video)						
Speech-To-Text						
Phone (dial phone numbers)						
Barcode recognition (inventory control)						
Push-based alerting						
4.7 System Administration						
Provide administration tools and procedures for the ongoing support, maintenance, and customization of the proposed system application including any third-party software.						
Provide UI for configurable workflow engine designer						
Provide ongoing interface and systems updates and any related documentation as necessary.						
Provide a forms designer to customize UI elements.						
Provide UI to manage external interfaces, data sources and their connections with internal tables/fields						

	Provide UI to manage enterprise authentication configuration						
5.0 Interfaces							
5.1 General Interface Features							
	The system shall utilize industry standard Application Programming Interfaces (API), adapters, adapter development kits and similar enterprise application integration (EAI) tools to facilitate data transmission and exchanges.						
	Ability to connect to external databases.						
	Data Element Dictionary provided to the customer.						
	Customer-accessible Web-based APIs such as SOAP/REST/JSON.						
	API documentation provided to the customer.						
	Other data exchange methods (list)						
5.2 Interface List							
	ESRI GIS (SQL Server and Web API)						
	Ability to view and query the GIS via an integrated map viewer (see mapping features).						
	Ability to selectively synchronize attribute information for features between GIS and the system.						
	Ability to add spatial information to the map via (x/y) coordinates placed by the user.						
	Pipeline Inspection - CUES GraniteNet (SQL Server and/or Web API)						
	Ability to import PACP/NASSCO pipeline TV inspection data into the asset management system.						
	Ability to synchronize pipeline segments and structures between GraniteNet and the asset management system						
	ERP – JDEdwards – (SQL Server/Excel/APIs)						

	Ability to export usage data for tasks/work orders to Excel in customized layouts for import into JDE						
	Ability to export parts material usage and costs to Excel in customized layouts for import into JDE						
	Ability to read/import/update rate structures for resources (employees/equipment/materials)						
	Ability to communicate directly with JDE's web APIs for import/export/synchronization of data.						
	Document Imaging/Records Management – LaserFiche (On-Premise)						
	Support a hyperlink to link to an external records management system and have the document open in a new browser window.						
	Support a hyperlink to link to an external records management system and have the document open in a new browser window on a mobile device.						
	Ability to have a button from an external records management system to insert a document from the asset management system						
	Resident Request Tracking System –WebQA (Cloud)						
	Using web APIs, enable a request entered in WebQA to create a linked request in the system.						
	Using web APIs, enable linked data/status to be updated in WebQA when data is updated in a linked request.						

	Ability to display a hyperlink in system that links back to the original WebQA request.						
	Vehicle Asset Database – FASTER (SQL Server)						
	Ability to import (and keep current) vehicle assets in the asset management system from an external SQL database.						
	Pavement Management – MTC StreetSaver (Cloud)						
	Ability to export street segment inventory to Excel for import into MTC StreetSaver						
	Ability to import data from MTC StreetSaver via Excel to update asset information (such as asset condition)						
	Utility Billing – DataNow! (SQL Server)						
	Ability to import (and keep current) water meter/service line and customer contact information from an external SQL database.						
	SCADA - WonderWare (SQL Server)						
	Ability to query usage information on pump hours/gallons to automatically schedule preventative maintenance tasks.						

COST PROPOSAL FORMS

Please complete each of the four worksheets in this workbook. The City will use this cost proposal and the cost normalization process to evaluate total cost of ownership.

Proposer's cost proposal must be best and final, all-inclusive, including **ALL software, hardware, licenses, and services required to implement a fully functional Computerized Maintenance Management System (CMMS) for the City**. Please provide a breakdown and subtotal costs for each required module, should additional software or hardware (other than that listed by the City in this RFP) be a functional requirement these costs must be outlined in the tab marked "One-Time System Costs" any reoccurring licensing fees for additional requirements should also be outlined in the "Reoccurring Costs" tab.

Please provide any applicable Inventory Management costs as a separate line item on the appropriate tab.

All prices are to be in U.S. dollars and include all applicable taxes, freight, and other associated fees. Add more lines to the tables as necessary.

Please provide the following contact information:

Offeror Name:		Contact Name:	
Mailing Address:		Title:	
		Phone Number:	
		E-Mail Address:	

CMMS RFP CoK Responses to Vendor Submitted Questions

#	Question	Answer
1	In Section 3.3 states "Cost Review Comparison and analysis of all pricing submitted will be performed by the RFP Coordinators and will be based on the total cost of the proposal and a 10-year sustainment cost. " Will the City of Kent accept a 3-year total cost of ownership, in lieu of a 10-year sustainment cost?	The City is interested in a cost proposal that includes the total ownership cost (implementation, maintenance, support, and any other costs) for the system over a 10-year lifecycle for budgeting and planning purposes. Proposer must submit the total cost of ownership for the system over a 10-year period. Proposer can choose to provide a fixed amount, or a projected amount adjusted for inflation, for each year of ownership.
2	For Section 5.5.1 Service, can the City of Kent clarify and define what "percent of time" means? A percent of who's time specifically? Is the time-frame from contract signing until post-go-live support? Is there a specific date range for the time-frame involved?	The "percent of time" metric is referring to the percent of overall resource time that a vendor is willing to allocate to the City of Kent for both implementation services and ongoing support. For implementation services, this is the percent of time that vendor resources are dedicated to the City of Kent's implementation in contrast to time allocated to other implementation projects during the same timeframe and would be from contract signing to post go-live support phase. For support services, this would be "support staff to client ratio" that gives an idea on how well staffed the vendor's support infrastructure is compared to other vendors.
3	The City's RFP includes Exhibit A - Terms and Conditions. Exhibit A states specifically that the following terms and conditions will be applied to any contract entered into with the City of Kent. Will a proposal be disqualified for consideration if the vendor submits an exception to this requirement and proposes a vendor provided alternative?	This exception will not be an automatic disqualifier, but vendor submission evaluation will include an evaluation of contract terms and conditions, including those proposers who accept the terms, and for those proposers who propose exceptions, for what exceptions are most favorable to the City.

4	Will there be any addenda's or questions answered before Oct 13?	The City will not respond directly to vendor questions before October 13, 2017. The City's response to all questions submitted to the City in response to this RFP will be posted on the City's procurement website on October 13, 2017.
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5	For the 150 users how many of those would be administrative and end users?	The City estimates approximately 10% of total users will be administrative users.
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6	To what extent can you define the scope of your Data Conversion needs? i.e. size and type of files, databases, vintages/years, preferred method of conversion?	<p>The City of Kent is interested in retaining asset inventory and work order history/inspection data from our current system. Our existing Hansen version 7 database contains approximately 150,000 assets spread across many asset classes. As with most systems, some asset classes were implemented more successfully than others in our current Hansen version 7 system. For assets with a low confidence in the current system, we would propose the vendor loads the asset classes from an associated GIS layer, if we have the data. For assets that have a high confidence in the current system, we would propose that the vendor import the asset record from the old system, and also convert some basic work order history and inspection data. This work order history data would be high-level, comprising of activity type, date/time of work performed, and comments/notes. Cost and resource usage would therefore not need to be imported. For inspection data, the final finding or score would be imported, not the detailed observations. Our current Hansen version 7 database resides in a Microsoft SQL Server 2005 database. The GIS database resides in SQL Server 2014 SDE geodatabases. Many asset classes in Hansen are currently linked to associated GIS records using a unique key. As for the vintages/years question, Washington State law requires agencies to retain asset information through the lifetime of the asset. As Hansen has been in use for approximately 20 years, we would propose that the timeframe be 20 years for all active assets. Database ETL would be the preferred method of conversion. Continuous synchronization between the old system and new system is not required.</p>
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7	For this RFP, what is the budget for the City of Kent, for both software and services respectively and individually?	Based on market studies and research of like systems and requirements implemented in surrounding municipalities the City approved a Total Cost of Ownership budget of \$500K-\$700K. The project funding includes all software, hardware, systems implementation and professional services support and the first year of service and maintenance.
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8	Can the City of Kent provide more of a definitive list of asset types or asset categories in addition to "water, sewer, drainage, street, and warehouse parts inventory."?	Ideally, the City is interested in a solution that provides the ability for City staff to create our own asset types; however, we do have the following assets under management: Water Hydrant, Water Meter (small), Water Service Line, Water Meter (large), Water Mains, Water Valve, Water Air-Vac, Water Dead-End Main/Blowoff, Water Backflow Devices, Water Sample Sites, Water Transmission Mains, Water Facility, Water PRV Stations, Water Facility Equipment (Pumps, Wells, Tanks, Chemical Feeds, Drives, Telemetry), Sewer Manholes, Sewer Mains, Sewer Service Lines, Sewer Facility, Sewer Facility Equipment (Pumps, Wells, Tanks, Chemical Feeds, Drives, Telemetry), Sewer Valves, Drainage Facilities, Drainage Facility Equipment (Pumps, Wells, Tanks, Chemical Feeds, Drives, Telemetry), Drainage Catch Basins, Drainage Manholes, Drainage Mains, Drainage Ponds, Drainage Swales, Drainage Ditches (small), Drainage Ditches (P2 Channels), Drainage Grates (beehive and straight), Drainage Culverts, Drainage Vaults, Drainage Wetlands, Drainage LIDs (Low Impact Development) devices, Street Trees, Street Segment (Pavement), Sidewalk, Crosswalk, Curb Ramps, Signs, Mast Arms, Pavement Markings (Buttons, Lane Markings and Stop Bars), Guardrail, Jersey Rail, Attenuators, Handrail, Traffic Islands, C-Curbs, Speed Humps, Paved Trails, Vegetative Areas, Bridge, Traffic Signal Arms/Poles, Traffic Signal Heads, Traffic Signal Controllers, Traffic Signal J-Boxes, Traffic Signal Interconnect, Traffic Signal Loops/Wiring, Traffic Lights, Traffic Light Wiring, Survey Monuments, Conduits, Fiber, Poles, Fences, Driveways and Garbage Cans maintained by the City.
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9	Will the City of Kent be seeking a hosted or on-premise solution?	The City is open to a hosted solution, on-premise solution or a hybrid of both. If there are separate costs or plans for each type of solution, please outline these within the Cost Submission Form.
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10	Can the City of Kent clarify what, from a financial and functional perspective, they hope to do when integrating JDE with the new CMMS system?	As indicated on page 5 of Exhibit B, JDE integration methods could be: "Web Services (preferred vendor partnership) or Excel import/export." Batch processes with JDE, in contrast to real-time updates, would be acceptable forms of integration. If the system can support batch import/export of resource usage, rates, and costs in adjustable tabular formats, this would meet the requirement and vastly improve our workflows. If the system has a pre-existing integration with JDE's web services that would further improve our operational efficiency, please include that information in the response.
11	What type of training will be deemed sufficient? i.e. 3 days on-site, 2-days virtual along with a virtual kick-off, etc.	The City is interested in each Proposer's recommended (best practice) training plan for the solution based on the Proposer's experience implementing the solution at other entities comparable to the City. Please submit a proposed implementation plan for the solution that includes a training plan for staff. The training plan should meet the requirements and objectives outlined in this RFP.
12	Will the City of Kent require disconnected mode for mobile devices while in remote field areas?	This mode is not listed as a requirement in Exhibit C. While the City of Kent has good wireless coverage, there are some workflows where this capability would be advantageous. If the Proposed System has this capability, please indicate in your response to Exhibit C under the mobile device section.
13	Can you advise if there is budget that has been approved for this project and if so what that range is?	Based on market studies and research of like systems and requirements implemented in surrounding municipalities the City approved a Total Cost of Ownership budget of \$500K-\$700K. The project funding includes all software, hardware, systems implementation and professional services support and the first year of service and maintenance.
14	Since the City is currently operating on Hansen 7 would you like a proposal for upgrading to Hansen 8 or is the city looking to move off of Hansen completely?	The City seeks a system that meets the requirements of this RFP. If vendor has reviewed the RFP in its entirety and determined that Hansen 8 meets these requirements, please submit a proposal for the City's evaluation.
15	Has the City seen any demonstrations of Asset Management systems in the past 12 months. If so, which systems, please?	The City has not seen any demonstrations of Asset Management systems in the last 12 months.

16	Is the City expecting a proposal that is fixed price plus expenses, or is Time and Materials plus expenses acceptable?	The City is interested in the Total Cost of Ownership for the proposed solution. The proposal can be fixed cost or time and materials based on the scope of work and City landscape as outlined in the RFP. If vendor is interested in submitting a time and material cost breakdown proposal, the City expects an estimate of hours necessary to complete all work and anticipated cost of all materials to implement and maintain the system based on the vendor's experience implementing and maintaining a solution that meets the system requirements the City has outlined in this RFP.
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17	Have funds been allocated for this project? Is so, what is the amount and in which fiscal period(s)?	Based on market studies and research of like systems and requirements implemented in surrounding municipalities the City approved a Total Cost of Ownership budget of \$500K-\$700K. The project funding includes all software, hardware, systems implementation and professional services support and the first year of service and maintenance.
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