A G R E E M E N T

29916

THIS AGREEMENT is made and entered, in duplicate, as of December 28, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on November 14, 2006, by and between PROFESSIONAL SERVICE INDUSTRIES, INC., a Delaware corporation, whose business address is 3960 Gilman Street, Long Beach, California 90815 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Facilities Management Optimization Implementation Plan ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions stated in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms covenants, and conditions in this Agreement, the parties agree as follows:

1.   SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed $400,000, at the rates or charges described in Exhibit "A".

B. Consultant may select the time and place of its performance provided, however, that access to City documents, records, and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones

1

for performance, if any, are met.

C. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry, or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

D. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

E. **CAUTION:** Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on January 1, 2007, and shall terminate at 11:59 p.m. on December 31, 2009, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

3. COORDINATION AND ORGANIZATION.

A. Consultant shall coordinate its performance with City's representative, if any, named in Exhibit "B", attached to this Agreement and incorporated by this reference. Consultant shall advise and inform City's representative of the work in progress on the

2

Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Consultant information or materials, if any, described in Exhibit "C" attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Consultant's key employee James E. Owens. City shall have the right to approve any person proposed by Consultant to replace that key employee.

4. INDEPENDENT CONTRACTOR. In performing its services, Consultant is and shall act as an independent contractor and not an employee, representative, or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from Consultant's compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement from insurance companies that are admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than $1,000,000 per each occurrence and $2,000,000 general aggregate. This

coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no special limitations on the scope of protection given to City, its officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than $1,000,000.

(c) Professional liability or errors and omissions insurance in an amount not less than $1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than $500,000 combined single limit per accident.

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City. Consultant shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one year, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of

1   uninterrupted, continuing coverage for a period of not less than three (3) years,

2   commencing on the date this Agreement expires or is terminated.

3   Consultant shall require that all subconsultants and contractors which

4   Consultant uses in the performance of services maintain insurance in compliance with this

5   Section unless otherwise agreed in writing by City's Risk Manager or designee.

6   Prior to the start of performance, Consultant shall deliver to City certificates

7   of insurance and endorsements for approval as to sufficiency and form. In addition,

8   Consultant, shall, within thirty (30) days prior to expiration of the insurance furnish to City

9   certificates of insurance and endorsements evidencing renewal of the insurance. City

10   reserves the right to require complete certified copies of all policies of Consultant and

11   Consultant's subconsultants and contractors, at any time. Consultant shall make available

12   to City's Risk Manager or designee all books, records and other information relating to this

13   insurance, during normal business hours.

14   Any modification or waiver of these insurance requirements shall only be

15   made with the approval of City's Risk Manager or designee. Not more frequently than

16   once a year, City's Risk Manager or designee may require that Consultant, Consultant's

17   subconsultants and contractors change the amount, scope or types of coverages if, in his

18   or her sole opinion, the amount, scope, or types of coverages are not adequate.

19   The procuring or existence of insurance shall not be construed or deemed

20   as a limitation on liability relating to Consultant's performance or as full performance of or

21   compliance with the indemnification provisions of this Agreement.

22   6.   ASSIGNMENT AND SUBCONTRACTING.   This Agreement

23   contemplates the personal services of Consultant and Consultant's employees, and the

24   parties acknowledge that a substantial inducement to City for entering this Agreement was

25   and is the professional reputation and competence of Consultant and Consultant's

26   employees. Consultant shall not assign its rights or delegate its duties under this

27   Agreement, or any interest in this Agreement, or any portion of it, without the prior approval

28   of City, except that Consultant may with the prior approval of the City Manager of City,

assign any moneys due or to become due Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the City Manager or designee or substitute a subconsultant or contractor without the prior approval to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City under this Agreement and the interests of that other client. And, Consultant shall obtain similar certifications from Consultant's employees, subconsultants and contractors.

8. MATERIALS. Consultant shall furnish all labor and supervision, supplies, material, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations hereunder, except as stated in Exhibit "C", if any.

9. OWNERSHIP OF DATA. All materials, information and data prepared, developed, or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Consultant. Copies of Data may be retained by Consultant but Consultant warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty

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shall survive termination of this Agreement for five (5) years.

10.   TERMINATION.   Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process.

11.   CONFIDENTIALITY. Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of performing its services during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Consultant shall not disclose any or all of the Data to any third party or use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

12.   BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

13.   ADDITIONAL COSTS AND REDESIGN.

A.   Any costs incurred by City due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes City to request that Consultant perform again all or part of the scope of work shall be at the sole cost of Consultant and

City shall not pay any additional compensation to Consultant for its re-performance.

B.   If the Project involves construction and the scope of work requires Consultant to prepare plans and specifications with an estimate of the cost of construction, then Consultant may be required to modify the plans and specifications, any construction documents relating to the plans and specifications, and Consultant's estimate, at no cost to City, when the lowest bid for construction received by City exceeds by more than ten percent (10%) Consultant's estimate.   This modification shall be submitted in a timely fashion to allow City to receive new bids within four (4) months after the date on which the original plans and specifications were submitted by Consultant.

14.   AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

15.   LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws).   Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses, and certificates required by all federal, state and local governmental authorities.

16.   ENTIRE AGREEMENT.   This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

17.   INDEMNITY. Consultant shall indemnify and hold harmless City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section "City") from and against any and all liability, claims, demands, damage, causes of action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Consultant, its officers, employees, agents, sub-consultants, or anyone under

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8

Consultant's control (collectively "Indemnitor"); misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to worker's compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend City and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. Consultant shall notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

18. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

19. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies under this Agreement, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

20. NONDISCRIMINATION. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in the hiring of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by

subconsultants and contractors regarding their status. City's policy is attached as Exhibit "D". Consultant shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all subconsultants and contractors hired by Consultant for this Project and information on whether or not they are a Disadvantaged, Minority or Women-owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

21.   NOTICES. Any notice or approval required under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

22.   COPYRIGHTS AND PATENT RIGHTS.

A.   Consultant shall place the following copyright protection on all Data: © City of Long Beach, California _____, inserting the appropriate year.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to City.

C. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

23.   COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this

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1 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,

2 commission, or other monies based on or from the award of this Agreement. If Consultant

3 breaches this warranty, City shall have the right to terminate this Agreement immediately

4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments

5 due under this Agreement or otherwise recover the full amount of the fee, commission, or

6 other monies.

7   24.   WAIVER. The acceptance of any services or the payment of any

8 money by City shall not operate as a waiver of any provision of this Agreement, or of any

9 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

10 Agreement shall not constitute a waiver of any other or subsequent breach of this

11 Agreement.

12   25.   CONTINUATION. Termination or expiration of this Agreement shall

13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

14 16, 18, 21, and 27 prior to termination or expiration of this Agreement.

15   26.   TAX REPORTING. As required by federal and state law, City is

16 obligated to and will report the payment of compensation to Consultant on

17 Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and

18 state taxes resulting from payments under this Agreement. Consultant's Employer

19 Identification Number is ███████ If Consultant has a Social Security Number rather

20 than an Employer Identification Number, then Consultant shall submit that Social Security

21 Number in writing to City's Accounts Payable, Department of Financial Management.

22 Consultant acknowledges and agrees that City has no obligation to pay Consultant until

23 Consultant provides one of these numbers.

24   27.   ADVERTISING. Consultant shall not use the name of City, its officials

25 or employees in any advertising or solicitation for business or as a reference, without the

26 prior approval of the City Manager or designee.

27   28.   AUDIT. City shall have the right at all reasonable times during the

28 term of this Agreement and for a period of five (5) years after termination or expiration of

1 this Agreement to examine, audit, inspect, review, extract information from, and copy all

2 books, records, accounts, and other documents of Consultant relating to this Agreement.

3   29.   <u>THIRD PARTY BENEFICIARY</u>. This Agreement is intended by the

4 parties to benefit themselves only and is not in any way intended or designed to or entered

5 for the purpose of creating any benefit or right for any person or entity of any kind that is

6 not a party to this Agreement.

7   IN WITNESS WHEREOF, the parties have caused this document to be duly

8 executed with all formalities required by law as of the date first stated above.

9   PROFESSIONAL SERVICE INDUSTRIES, INC.,
   a ~~California~~ corporation
10   Delaware

11 __Jan 9th__, 2007   By _____
                       Senior Vice President

12

13   James E. Owens
                       (Type or Print Name)

14 _____, 2007   By _____

15   Secretary VICE PRESIDENT

16   JOHN P. BOWEN
                     VICE PRESIDENT (Type or Print Name)

17   "Consultant"

18

19   CITY OF LONG BEACH, a municipal corporation

20 __1 · 19 ·__, 2007   By _____
                       City Manager

21   "City"

22

23   This Agreement is approved as to form on _____ 1/11, 2007.

24   ROBERT E. SHANNON, City Attorney

25   By _____
                       Deputy

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EXHIBIT "A"

SCOPE OF WORK

Scope of Work

The City of Long Beach Department of Public Works (DPW) is seeking to enter a contract with a consultant team to provide assistance to the City in executing the currently proposed Facilities Management Division (FMD) Optimization Plan including temporary staffing assistance if needed. A major area of the Optimization Plan will be Furnishing, Delivery, Installation, and Training of one comprehensive and centralized Computerized Maintenance Management Work Order System (CMMS) as described herein, which has a facility assessment module that can utilize current assessment data. This system shall fulfill the Department's need for an enhanced maintenance management system to allow effective utilization of Department resources and protection of vital City facilities. Systems proposed by Respondents shall be the latest production, state of the art design and have a proven record of usage in a similar organization.

The selected consultant shall:

- Assist City staff in implementation of Facility Maintenance Optimization Plan
- Assist City Staff in upgrading or replacement of Work Control Management System
- Assist the City Staff in implementation of a state of the art Preventive Maintenance Program
- Plan, procure and implement computer maintenance management systems upgrades/replacement to ensure inter operability with current facility assessment database and to the greatest extent possible with the City's Financial Management Information System
- Review existing citywide maintenance contracts to determine their effectiveness and possibility of new contracts to protect assets
- Establish and implement meaningful performance measures in support of City's Focus On Results (FOR) process
- Document industry best practices, including best management and environmental regulatory compliance practices and provide user manuals for use by City staff
- Provide temporary staff if necessary to assist in implementation of the Facilities Optimization Plan
- Provide "turn key" approach to any systems or process improvements
- Assist City in defining new position(s) that result as part of the implementation of the FM Optimization Plan
- Monitor and report results of the implementation of the plan
- Provide other services that support the implementation of the optimization plan

Upon award, selected Consultant shall address the above-stated objectives, and at a minimum, include the following tasks:

1. Review current and proposed FMD operations including, but not limited to:

   a) **Mission/strategic goals**

   b) **Organizational structure**

   c) **Facilities/infrastructure for which FMD is responsible**

   d) **Scope of services provided/work performed**

      - What are FMD's core competencies and/or mission critical? Functions?

      - What does the work of different crews entail on a daily/weekly/monthly basis?

      - What other City divisions are affected by FMD operations, and in what ways?

   e) **Use of technology**

      - What technology is currently available to support FMD functions and how is technology currently used by Maintenance staff?

      -Technology must have ability to incorporate and integrate such modules as key control, capital projects, space management, etc.

   f) **Asset management**

   g) **Productivity/efficiency**

      - How is workload analyzed and how are staff hours allocated?

2. Evaluate the Strengths, Weaknesses, Opportunities, and Threats (SWOT) presented by current FMD operations and organization. This evaluation should address, but not be limited to, the following:

   a) **Mission/strategic goals**

      - Are FMD goals and objectives clearly defined?

      - Are these goals and objectives consistent with the City's strategic plan and aligned with other City operations (i.e. leasing practices, engineering functions, regulatory compliance)?

      - Are the policies and procedures currently in place set up so as to maximize the ability of FMD to achieve its goals and objectives?

      - Are there performance measures in place that can help to determine whether policy objectives are being met, and whether Maintenance activities are being performed efficiently, based on cost/benefit, customer satisfaction, or other measurable criteria?

b) Organizational structure

- Does the FMD Optimization Plan organizational structure promote efficiency?

- Does proposed FMD Optimization Plan organizational structure facilitate employee cross-training and succession planning?

- Is the number of positions in the FMD Optimization Plan appropriate?

c) Facilities/infrastructure for which FMD is responsible

- Are additional skills/training outlined in the FMD Optimization Plan required of Maintenance Staff adequate?

- What additional skills/training will be required of Maintenance staff in the near future to support new facilities and infrastructure (i.e. new headquarters, cold ironing) and what can the Division do now to prepare for these changes?

d) Scope of services provided/work performed

-Are there services that could be done more effectively by contracting out?

- How are known and anticipated changes outlined in the FMD Optimization Plan likely to affect the work FMD does in the future?

e) Use of technology

- What opportunities are there to improve FMD performance using new technology (i.e. Maintenance Management System software, GIS)?

f) Asset management

- Are equipment and materials inventories appropriate for current operations?

- How can the City fully utilize the existing facility assessment process as part of a holistic approach to Facilities Management?

g) Productivity/efficiency

- Are staff requirements identified as part of the FMD Optimization Plan utilized in a way that optimizes the ability of FMD to manage its core competencies?

- Is the proposed Division workload effectively managed, and are resources and staff hours properly allocated?

-Is the structure of work teams/crews appropriate?

- How does current Maintenance productivity compare to that of similar organizations?

- Are functions performed in accordance with established internal and external benchmark standards? If not, how can such standards be developed and/or

incorporated into Maintenance operations?

Tasks 1 and 2 should include, but not be limited to, some or all of the following steps:

Perform field observations of staff and work
Estimate department work history by key activities
Review proposed work processes and flows
Review current and proposed data flows, external and internal, to the department
Review budgets and cost of services+

3. **Identify best practices of other Facilities Management Divisions, or similar organizations, by collecting and evaluating performance benchmarks and industry standards relevant to the City's Maintenance Division, including, but not limited to, all of the areas outlined above.**

4. **Procure all systems that support implementation of the FMD Optimization Plan.**

5. **Document and provide user guides for all processes and programs implemented as part of the FMD Optimization Plan.**

6. **Provide Staff support as needed to implement FMD Optimization Plan and provide training for City staff to operate any new systems/processes which represents a turn key approach to project**

Proposer Required Submission with RFP:

All proposers shall fill in and submit the attached System Requirements Criteria information below, and include in RFP submission under Appendices section.

System Requirements

These questions address the requirements for establishing a normalized database for managing physical space, including buildings and other facility structures, floors, and rooms. This includes capturing costs and parameters to enable charge-backs and classification of space.

Requested Modules for new Computerized Maintenance Management System include, at minimum:

1.0   Maintenance Management

2.0   Space & Asset Management (Space, People, Equipment)

3.0   Lease and Property Management

4.0   Move Management

5.0   CAD

6.0   Technical Requirements

1.0 Maintenance Management

These questions address the Work Order Control Management requirements

	Criteria	Y/N
1.1.	Can the Users perform ad hoc queries of work orders using multiple complex search criteria, Boolean logic, and multiple sorting criteria?	
1.2.	Can the Customer work requests be assigned priorities?	
1.3.	Can multiple types of work orders be defined according to the type or scope of work involved (i.e., budgeted or recharge type, and subtypes within)?	
1.4.	Can users create sets of commonly needed work plan templates with redundant associated information, such as requestor, account number and location, for use in the creation of future work orders?	
1.5.	Does the product have the ability to create a daily schedule of work orders for employees and crews?	
1.6.	Does the product allow multiple trades, functions, shops, people, and departments to be assigned to a single work order?	
1.7.	Does the product allow multiple shops/trades, people, and departments assigned to work order to be scheduled?	
1.8.	Does the product allow rapid entry and completion of work orders, with all associated information, for work defined and completed previous to entry of work order to system.	
1.9.	Is work order information integrated with estimate information allowing for cost comparisons and work progress tracking during and after completion of the work order?	
1.10.	Does the product have the ability to store and view documents associated with work orders (CAD, Word, Excel, drawings, notes, etc.)?	
1.11.	Can the product record information about work requestors such as name, phone number, department, and email address?	
1.12.	Can the product record information about project estimates as well as work order estimates both ad-hoc and from Standards libraries such as RS Means?	
1.13.	Can the product generate reports on actual versus estimated costs?	
1.14.	Does the product track employee information including name, identification number, salary, charges out rates, schedule, leave, purchase limits etc?	
1.15.	Does the product have the ability to estimate work at detail shop level (electric, plumbing, carpentry, and other FMD shops)?	
1.16.	Can the product create and manage projects consisting of an unlimited number of sub-projects, work orders, or activities?	
1.17.	Can the product provide multiple databases of common jobs together with their typical labor, material, and equipment requirements?	
1.18.	Can unlimited material, labor, invoices and Miscellaneous Cost items be posted to work orders?	
1.19.	Can work orders be routed for review and approval?	
1.20.	Does the product maintain a database of information on assets and equipment, including such items as type and location of asset, manufacturer's specifications, serial number, etc.?	
1.21.	Can assets and PMs can be associated in a Route and, by reporting labor and closing the route, have costs distributed to all items in the route and the entire route closed in a single operation?	
1.22.	Do PM routes record work history and costs for each location/equipment in the route?	
1.23.	Do PM routes allow for exceptions for incomplete PM's?	

1.24.	Does the product maintain the preventive maintenance (PM) histories of assets, equipment and locations?	
1.25.	Can priorities be assigned to assets and equipment, and can PM priorities reflect the asset and equipment priorities?	
1.26.	Can PM work orders be automatically generated by fixed date, last completion, meter reading, conditions (such as high or low limits), or alarms?	
1.27.	Can preventive maintenance orders be assigned to specific employees or groups of employees?	
1.28.	Can the product generate reports of overdue PM orders?	
1.29.	Can the product aid in performing failure analysis by providing reports such as failure frequency by building, by component, by equipment type, by manufacturer, by maintenance regimen, etc.?	

2.0 Space & Asset Management (Space, People, Equipment)

	Criteria	Y/N
2.1.	Does the system provide the ability to capture and maintain information about buildings and other structures?	
2.2.	Does the system provide the ability to track non-building entities such as grounds, antennas, structures, utilities or parking lots?	
2.3.	Can the system capture the following building characteristics:	
a.	Owned vs. leased status?	
b.	Functional category and sub-category? (I.e., Does the system provide a hierarchical classification of buildings?)	
c.	Total gross, rentable, and usable area measurements?	
d.	Maintenance, construction, operations and historic costs?	
e.	Utilization headcount by department (organization)?	
2.4.	Can the system capture the following building location characteristics:	
a.	Address (street, campus, city, county, state, country, postal code, etc.)?	
b.	Metropolitan Statistical Area?	
2.5.	Does the system provide the ability to capture and maintain information about floors of buildings?	
2.6.	Can the system capture the following floor characteristics:	
a.	Functional category and sub-category? (I.e., Does the system provide a hierarchical classification for floors?)	
b.	Total gross, rentable, and usable areas?	
c.	Cost?	
2.7.	Does the system provide the ability to capture and maintain detailed information about rooms (spaces) on floors?	
2.8.	Does the system allow the use of any measurement standard (e.g., BOMA, IFMA, corporate-defined, and/or a combination) to determine the area of spaces?	
2.9.	Does the system provide the ability to track space by user defined location groupings?	
2.10.	Does the system provide the ability to group multiple spaces into user-defined zones (e.g., Marketable, Fire & Safety, HVAC, etc.)?	

2.11.	Can the system track space assignment/allocations by organizational department?	
2.12.	Can the system track space usage or occupancy by organizational department (i.e., usage by a department other than the one assigned)?	
2.13.	Can the system accommodate multiple users or proportional occupancy of space (i.e., "shared spaces")?	
2.14.	Can proportional usage be allocated by	
a.	Percentage of use?	
b.	Actual area used (i.e., square footage)?	
c.	Shift or time allotment?	
2.15.	Can usage charge back costs be calculated based on department, activity, and/or personnel allocations of space?	
2.16.	Does the system provide the ability to associate billing/accounting IDs to spaces (to facilitate accounting functions for charge backs)?	
2.17.	Does the system track equipment identified by a unique code such as serial or property number?	
2.18.	Can the system capture the following equipment characteristics:	
a.	Location?	
b.	Functional category? Functional sub-category? (I.e., Does the system provide a hierarchical classification of equipment?)	
c.	Dimensions?	
2.19.	Does the system track non-tagged equipment?	
2.20.	Can the system track component assemblies for equipment?	
2.21.	Can equipment be assigned to employees?	
2.22.	Can equipment be assigned to rooms?	
2.23.	Can equipment be assigned to departments?	
2.24.	Are asset and equipment work order histories, including accumulated costs recorded, and are these records directly available from asset record display windows?	
2.25.	Are asset and equipment records linked to detailed stored specifications and schematics and viewable from the asset record ?	
2.26.	Cam Asset records contain detailed lockout tag-out procedures, automatically printed on Work Orders?	
2.27.	Can asset records contain or reference confined space permits and instructions.	
2.28.	Do asset and equipment records include user-definable fields indicating the presence and nature of hazardous materials?	
2.29.	Can failure codes and descriptions be assigned to asset records?	
2.30.	Can asset and equipment records can contain a history of condition assessments?	
2.31.	Can asset and equipment records contain cost center account numbers to which costs can be charged by default?	
2.32.	Can asset and equipment records contain or reference information on warranties?	

3.0   Lease and Property Management

These questions address the system's capability to track information and documents related to lease and occupancy agreements.

	Criteria	Y/N
3.1	Does the system provide the ability to capture and maintain information about land inventory (properties and/or parcels)?	
3.2	Can the system capture the following property characteristics:	
a.	Location?	
b.	Functional category? Functional sub-category? (I.e., Does the system provide a hierarchical classification of property?)	
c.	Land attributes?	
d.	Land condition?	
3.3	Can the system capture the following lease characteristics:	
a.	Leased area?	
b.	Location?	
c.	Tenant and landlord name, address, contact person?	
d.	Term?	
3.4	Does the system provide the capability to capture and maintain sub-leases as separate entities, with link to the parent lease?	
3.5	Does the system track critical dates for	
a.	Expirations?	
b.	Options?	

4.0   Move Management

These questions address the system's capability to support operational planning and moves/adds/changes management. They also address the ability to track transactions required to accurately document move activities.

	Criteria	Y/N
4.1	Can the system generate an automated move request?	
4.2	Does the system create move reservations?	
4.3	Can the system generate an automated move order?	
4.4	Can the system create alternative move scenarios?	
4.5	Can the system group multiple personnel and locations under one move project and/or scenario?	
4.6	Can the system track detailed move costs?	
4.7	Does the system automatically update all location information for equipment when the move is completed?	
4.8	Does the system automatically update all location information for personnel when the move is completed?	
4.9	Can the user define default information (e.g., change the occupancy code and organizational assignment of the vacated space) for locations affected by a move transaction?	
4.10	Can the system automatically update charge-back and organizational assignments in the database subsequent to a move?	
4.11	Does the system maintain a historical record of move transactions?	

5.0 CAD

These questions address the system's capability to provide CAD functionality.

	Criteria	Y/N
5.1	Can the space inventory (EFM) database be created and maintained without utilizing CAD functionality?	
5.2	Does the system provide the ability to link graphic files to the EFM database, rather than embedding data in the drawing?	
5.3	Is the EFM database used for the drawing environment the same one that is accessed through non-CAD forms and/or reports?	
5.4	Can changes to the EFM database be made from within the drawing environment?	
5.5	Can the system perform an audit to compare the calculated areas of the spaces in the drawing to the areas in the corresponding database records and report on discrepancies?	
5.6	Can the system produce a drawing (graphic report) that indicates the location of all space occupied by departments or programs?	
5.7	Does the graphic report include a total of the square footage for the specified criteria (e.g., total area occupied by each department) for all floors and buildings in the report?	
5.8	Does the system support AutoCAD drawing files (*.dwg) inside an AutoCAD session without limiting access to native commands and functions of that product?	
5.9	Does the system support Microstation design files (*.dgn) inside a Microstation session without limiting access to native commands and functions of that product?	

6.0 Technical Requirements

These questions address the system's technical operability requirements

	Criteria	Y/N
6.1	Does the software come with both written documentation and on-line help features?	
6.2	Does the system provide security access administration to employ a flexible method of defining user access based on applying various combinations of add/update/delete/view-only rights	
6.3	Does the system provide secure access to bldgs/land inventory records by authorization	
6.4	How does the system assure data quality control and sustainment?	
6.5	Is the system deployable over the web? What technology is utilized to provide this capability?	
6.6	Does the system use the Oracle database? Which version?	
6.7	Is the system compatible with windows 2000 or higher on desktop	
6.8	Can the system perform audit of any user specified changes made to data, store results in a file or database table, and identify the user, date and time, and capture changed data values	
6.9	Does the system permit data load via both G.U.I forms and spreadsheet?	
6.10	Can the system import/export to text data and Excel spreadsheets?	
6.11	Does the system provide an audit trail of who or what application modified data by space?	
6.12	Can the system import/export data using tools available from within the proposed software interface or with third party data access tools. – at a minimum, delimited text file support is essential.	
6.13	Does the system export data in a comma-delimited file format?	
6.14	Can the system provide communications using the TCP/IP protocols?	
6.15	Can the system function in Microsoft Windows? Which version?	

	Task	Staff	Hours	Unit	Total	Notes	Expected Start	Duration	Expected Finish
I. A	Review current and proposed **Public Works FMD** operations incl Mission/Strategic Goals Organizational Structure Facilities/Infrastructure for which FMD is responsible Scope of services provided/work performed Use of technology Asset Management Productivity/efficiency	Consultant Clerical Principal	8 1 1	125 55 150	$1,000 $55 $150	on site/off site off site off site	January 15, 2007	15	January 30, 2007
I. B	Review current and proposed **Airport FMD** operations including : Mission/Strategic Goals Organizational Structure Facilities/Infrastructure for which FMD is responsible Scope of services provided/work performed Use of technology Asset Management Productivity/efficiency	Consultant Clerical Principal	24 2 2	125 55 150	$3,000 $110 $300		February 5, 2007	15	February 20, 2007
	Subtotal Task I				$4,615				
II. A	Evaluate the Strengths, Weaknesses, Opportunities and Threats (SWOT) presented by current **Public Works FMD** operations and organization. This evaluation should address: Mission/Strategic Goals Organizational Structure Facilities/Infrastructure for which FMD is responsible Scope of services provided/work performed Use of technology Asset Management Productivity/efficiency	Consultant Clerical Principal	40 2 1	125 55 150	$5,000 $110 $150	on site/off site off site off site	February 26, 2007	15	March 13, 2007
II. B	Evaluate the Strengths, Weaknesses, Opportunities and Threats (SWOT) presented by current **Airport FMD** facility maintenance operations. This evaluation should address: Mission/Strategic Goals Organizational Structure Facilities/Infrastructure for which FMD is responsible Scope of services provided/work performed Use of technology Asset Management Productivity/efficiency	Consultant Clerical Principal	60 4 2	125 55 150	$7,500 $220 $300	on site/off site off site off site	March 14, 2007	15	March 29, 2007
	Subtotal Task II				$13,280				
III.	Review best practices of City of Eugene OR. Including site visit. Collect and evaluate performance benchmarks and industry standards relevant to the City's Maintenance Division, including but not limited to all of the areas outlined above. Best practices integrated into User Guides and FAMIS system.	Consultant Clerical Principal Travel Expenses	64 20 2 1 LS	125 55 150 1000	$8,000 $1,100 $300 $1,000	on site/off site off site off site	April 2, 2007	90	July 1, 2007
	Subtotal Task III				$10,400				

	Task	Staff	Hours	Unit	Total	Notes	Expected Start	Duration	Expected Finish
IV.	Procure all systems that support implementation of the FMD optimization Plan.	FAMIS Software/Licensing	License for 14 Concurrent Users		$97,930		January 15, 2007	60	March 16, 2007
	FAMIS Modules to include: Maintenance Management Preventive Maintenance Self Service Facilities Assessment Key Control Tool Control								
	Program Management	Consultant	268	125	$33,500				
	Project Planning and Preparation	FAMIS Consultant	48	175	$8,400				
		Consultant	32	125	$4,000				
	Application Workshop Overview	FAMIS Consultant	32	175	$5,600				
	Business Requirements Definition - Business Process Review - Report Review	FAMIS Consultant	68	175	$11,900				
	Data Conversion and Migration	FAMIS Consultant	16	175	$3,500				
	Business System Test - Review Work Practices and Procedures - Validate Data Migration	FAMIS Consultant	156	175	$27,300				
	End User Training	FAMIS Consultant	72	175	$12,600				
	Cutover & Project Phase Acceptance	FAMIS Consultant	80	175	$14,000				
	Project Management	FAMIS Consultant	40	175	$7,000				
	Subtotal Task IV				$225,030				
V.	Document and provide user guides for all processes and programs implemented as part of the FMD Optimization Plan	Consultant Staff	140	125	$17,500	on site/off site	March 1, 2007	90	May 30, 2007
		Clerical	40	55	$2,200	off site			
		Principal	4	150	$600	off site			
	Subtotal Task V				$20,300				
VI.	Provide Staff support as needed to implement FMD optimization Plan and provide training for City Staff to operate any new systems/processes which represent a turn key approach to project	Consultant Staff	160	125	$20,000	on site	March 12, 2007	60	May 11, 2007
		Supervisory/management	100	108	$10,817	on site	March 12, 2007	60	May 11, 2007
		Senior Staff Personnel	320	90	$28,846	on site	March 12, 2007	60	May 11, 2007
		Staff Personnel	640	60	$35,462	on site	March 12, 2007	60	May 11, 2007
	Subtotal Task VI				$95,125				

Task		Staff	Hours	Unit	Total	Notes	Expected Start	Duration	Expected Finish
VII.	Miscellaneous Expenses (Parking, Document reproduction, etc.) Billed to client at cost, as incurred		1 LS	2800	$2,800				
	Subtotal Task VII				$2,800				
	SUBTOTAL Tasks I - VII				$374,550				
VIII.	Contingency @ approx. 7%		1 LS	25000	$25,000				
	Subtotal Task VIII				$25,000				
	Grand Total				**$399,550**				

EXHIBIT "B"

THE CITY'S REPRESENTATIVE

The City's representative will be Sandra Gonzalez

EXHIBIT "C"

MATERIALS FURNISHED BY THE CITY

No specific materials will be furnished by the City except for the following: Copy of City's Facilities Management Division Optimization Plan.

EXHIBIT "D"

CITY'S POLICY FOR DISADVANTAGED, MINORITY – AND WOMEN-OWNED BUSINESS ENTERPRISES

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Disabled Veteran Business Enterprises (DBEs, MBEs, WBEs, LBBEs, and DVBEs) to compete successfully in supplying our needs for products and services.

Please visit **http://www.longbeach.gov/diversity** for more information on the City's Diversity Outreach Program.