

FIRST AMENDMENT TO CONTRACT FOR SEWER INSPECTION DATA MANAGEMENT SOFTWARE

This First Amendment to the Contract for Sewer Inspection Data Management Software (First Amendment) is made and entered into by and between the City of San Diego (City) and Innovyze, Inc. (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. City issued RFP 10089370-19-J, Sewer Inspection Data Management Software and accepted Contractor's proposal, resulting in a contract between the City and Contractor (Contract). The Contract is comprised of the RFP and Cover Sheet; the successful proposal; the Notice of Intent to Award; the City's written acceptance of exceptions or clarifications to the RFP, if any; the previous amendments to the Contract, if any; and the City's General Contract Terms and Provisions.

2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

3. The Parties wish to amend the Contract to add compensation and Phased Funding language to Exhibit C (City's General Terms and Provisions); add completed IT CIP Project- WBS Elements Summary, Revised WBS for Year 1, and the Implementation Schedule to Attachment C (Cost Proposal) of Contract.

TERMS

1. Section 3.1 of City's General Contract Terms & Provisions (Exhibit C) is revised in its entirety to read as follows:

3.1 Amount of Compensation. The total compensation payable by the City to the Contractor for performance of all Professional Goods/Services rendered in accordance with this Agreement, including reasonably related expenses, shall not exceed \$480,100 within the first year of implementation. Moreover, the total compensation to be paid to the Contractor by the City for all work performed under each phase of this Agreement during the first years' implementation shall not exceed the amount for each phase as specified in the Phased Funding Schedule in Section 3.1.1 unless said amount is modified in writing by an amendment to this Agreement.

3.1.1 Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the separate and specific phases identified in the following Phased Funding Schedule, and further defined in the Scope of Work (Exhibit B) for the not to exceed values listed in the Cost Proposal (Attachment C) and in accordance with the Implementation Schedule (Attachment C-1).

PHASED FUNDING SCHEDULE		
<u>Funding Phases</u>	<u>Dates</u>	<u>Not to Exceed Total Amount</u>
1	From date of execution of Agreement through one (1) year following date of execution of Agreement.	\$250,000
2	From July 31, 2020 through one (1) year following date of execution of Agreement.	\$230,100
Total		\$480,100

3.1.2 The Parties expressly agree and understand that phase funding applies only for the first year of the contract and that years 2 through 5 are subject to funds being appropriated and authorized by the City Council each fiscal year. The City's obligations and the Contractor's obligations under this multi-phase contract which shall be funded by multi-phase funding authorizations are as follows:

- a. Only Phase 1 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Contractor in writing when the next Phase has been funded.
- b. The City is not obligated to the Contractor for any amount over that specified in the Funding Schedule that has been authorized by the City Council.
- c. The Contractor is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase, until written notification is received from the City of the availability of funds for the next Phase. The Contractor's obligation shall increase only to the extent authorized by the City.
- d. If the Agreement is terminated under Exhibit C, Section 4.2 "City's Right to Terminate for Convenience", the settlement proposal shall be determined pursuant to procedures established in that section. The Contractor shall be entitled to compensation for only those Goods/Services provided under Funding Phases that have been authorized by the City.
- e. The Phase Funding schedule may be amended as required by the City.

3.1.3 Manner of Payment. The City shall pay the Contractor in accordance with the above Phased Funding Schedule and the Cost Proposal (Attachment C). For the duration of this Agreement, the Contractor shall not be entitled to fees, including fees for expenses, that exceed the amounts specified in the Phased Funding Schedule and Compensation and Fee Schedule. The Contractor shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Contractor shall include with each invoice a description of completed Professional Goods/Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt.

2. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

3. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Innovyze, Inc.

By: 

Name Erin Breen

Title Strategic Account Manager

Date: June 11, 2020

City of San Diego

By: 

Name: ANGELA ERRICO

Angela Errico

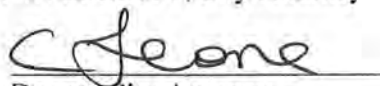
Title: Interim Deputy Director

Purchasing and Contracting

Date: 8/19/2020

Approved as to form this 20th day of August, 2020

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

Christine Leone
Print Name



**Request for Proposal (RFP) for
Sewer Inspection Data Management Software
Addendum B**

Solicitation Number:	10089370-19-J
Solicitation Issue Date:	June 20, 2019
Questions and Comments Due:	June 27, 2019 @ 12:00 p.m.
Response Due Date and Time ("Closing Date"):	July 29, 2019 @ 2:00 p.m.
Contract Terms:	Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions.
City Contact:	Janet Polite, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, California 92101 Jpolite@sandiego.gov (619) 236-7017
Submissions:	Respondent is required to provide five (5) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. Note: Emailed submissions will not be accepted.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089370-19-J, Sewer
Inspection Data Management Software**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089370-19-J, Sewer Inspection Data Management Software (Contractor).

RECITALS

On or about 6/20/2019, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the goods and services.

City wishes to retain Contractor to provide, install, and configure a commercial off-the-shelf (COTS) National Association of Sewer Service Companies (NASSCO) certified pipeline assessment and data management software system as further described in the Scope of Work, attached hereto as Exhibit B. (Goods/Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Goods/Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Goods/Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed the RFP cost proposal.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Goods/Services to be provided. Contractor will provide any Goods/Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Goods/Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's

acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Innovyze Inc.

Proposer
605 E. Huntington Dr, Suite 205


Street Address
Monrovia, CA 91016

City
626.272.2842

Telephone No.
erin.breen@innovyze.com

E-Mail

CITY OF SAN DIEGO
A Municipal Corporation

BY: 

Print Name:
Kristina Peralta
Director, Purchasing & Contracting
Department

10 MAR 2010

Date Signed

BY: 

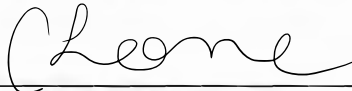
Signature of
Proposer's Authorized
Representative
Tyler Spring

Print Name
Senior Vice President

Title
July 17, 2019

Date

Approved as to form this 21th day of
August, 2020
MARA W. ELLIOTT, City Attorney

BY: 

Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-

responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Living Wage Ordinance Certification of Compliance.

2.5 Licenses as required in Exhibit B.

2.6 Reserved.

2.6 Reserved.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP as stated in Exhibit B, Scope of Work, G. Summary of Proposal Submission Requirements.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview in the form of an oral presentation with software demonstration. Only the top 5 proposers submitting proposals that meet the mandatory qualifications will be invited for the interview process. Interviews will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interview will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews must be in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss, demonstrate and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP	<hr/> 5
<ul style="list-style-type: none"> 1. Requested information included and thoroughness of response. 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Clear and thorough cost proposal. 	
B. Qualifications, Experience, and Staffing Plan (Exhibit B, Scope of Work)	20
<ul style="list-style-type: none"> 1. Qualifications of personnel adequate for requirements. <ul style="list-style-type: none"> a. Company overview. b. Resumes. c. References. 2. Availability/Geographical location of personnel for required tasks. 3. Clearly defined Roles/Responsibilities of personnel with clear organizational structure. 4. Software performance history. <ul style="list-style-type: none"> a. Sample cases of software in use to achieve similar workflow and results. b. References for software. 	
C. Response to Functional Requirements (Attachment A: Functional Requirements and Attachment D: EPM Proposed Workflows)	30
<ul style="list-style-type: none"> 1. Completion of Attachment A: Functional Requirements and Attachment D: EPM Proposed Workflows. 2. Mandatory features are implemented in software “off the shelf” or a clear and concise plan for configuration/customization is defined. 3. Highly desirable items are met or solutions are proposed to meet them. 4. Value added from Highly desirable items that are met. 5. Perceived quality and ease of use for software requirements. 6. Additional features deemed helpful for the city, that are not listed in the specifications, are present in the software package and/or other workflow and process improvements are proposed by the bidder. 7. Clear and concise answers are given on how all requirements will be met by the software or the bidder. 	

	MAXIMUM EVALUATION POINTS
D. System Implementation Plan and Schedule	<u>20</u>
<ul style="list-style-type: none"> 1. Proposed Implementation Plan. <ul style="list-style-type: none"> a. Clear plan for implementation. b. Indicate PUD staff action items and action dependencies. c. Step by step milestones. 2. Proposed Implementation Schedule. <ul style="list-style-type: none"> a. Expediency of schedule/availability of staff for as-needed items. b. Clearly indicate schedule for when city staff and resources are needed. 3. Outline documents for project negotiations and communication. <ul style="list-style-type: none"> a. Bidder has draft versions of required documents. b. Documents outline a fair structure for negotiation and communication. 4. Plan to follow license requirements, service levels, and application security. 	
E. Price	10
<ul style="list-style-type: none"> 1. Calculated in accordance with Exhibit A, Proposal Submission and Requirements, B. Pricing. 2. Only calculated off the proposed 5-year total cost for the mandatory scope (see cost proposal form in Attachment C: Cost Proposal). 	
	Pass/Fail
G. IT Mandatory Requirements	
H. Mandatory Demonstration/Presentation	15
<ul style="list-style-type: none"> 1. Real time operation. 2. Thoroughness and Clarity of presentation. 3. Performance speed of software and lack of issues/crashes. 	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<u>100</u>
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<u>112</u>

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an

accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. INTRODUCTION

The City of San Diego (City), Public Utilities Department (PUD) seeks qualified bidders for the provision, installation, configuration, and work flow integration of a commercial off-the-shelf (COTS) National Association of Sewer Service Companies (NASSCO) certified pipeline assessment data management software system for the Engineering and Program Management Division (EPM). The existing system/application was custom developed by a team of consultants and City staff. The City requires a replacement of the existing system to effectively load, store, organize, analyze, and edit digital sewer condition assessment data, primarily Closed-Circuit Television (CCTV) inspection data and videos. The primary purpose of the proposed software is to support the ongoing condition assessment program to identify issues needing immediate remediation, and to provide condition assessment data for long-term capital planning. The proposed pipeline condition assessment software will be an integral part of the Capital Improvements Program (CIP) planning and will assist in providing access to digital CCTV inspection videos to various City departments and divisions.

B. BACKGROUND

EPM engineers currently use a suite of custom applications developed on a variety of platforms to validate, manage, use, and share data, one of which is custom built on the commercially available Geographic Information System (GIS) software, ArcMap, by the Environmental Systems Research Institute (ESRI). This custom software provides tools to EPM engineers and other staff to assist with analysis of sewer system inspections. This analysis can be summed up as a condition assessment program intended to identify pipe segments within the sewer system that may need remedial action, thereby resulting in CIP projects or Long-Range CIP actions.

The application suite was developed as a means for the data to be validated, managed, and shared with all levels of City staff to effectively assess and monitor the current condition of the sewer pipes. The data management and GIS features are an integral part of the Long-Range CIP planning and are used to facilitate access to digital CCTV inspection videos for various City departments and divisions.

To keep up with Industry standards and improve data integrity and quality the City has recently switched from using a custom defect identification language to using a standard defect identification language developed by NASSCO. Many municipalities across the United States use this system and it is considered an industry standard. City's current software suite is not compatible with NASSCO and is outdated.

C. OBJECTIVE

The City of San Diego requires a replacement solution to effectively load, store, organize, analyze, and edit digital sewer condition assessment data, primarily CCTV inspection data and videos. The City requires the purchase of a NASSCO certified pipeline assessment data management software system to replace its current system. The successful proposer shall provide a NASSCO certified software from a company that is a member of ESRI's partner network. The successful proposer needs to have experience implementing pipeline

assessment data management software with large municipalities. Qualified proposers must provide their software and technical advisory services including but not limited to: (1) Implementation services including personnel, resources, and equipment to successfully install and configure an established software to meet the key features and detailed requirements described in the scope of work, (2) Ensured integration of their software into City workflow and systems, and (3) Provide training and support as dictated in the scope of work. EPM seeks to replace the current software with a modern pipeline assessment data management solution that will improve work efficiencies and enhance reporting capabilities.

D. PROPOSAL RESPONSE REQUIREMENTS

The City of San Diego will consider Proposals for implementation of a NASSCO certified software system. The result will be a vendor hosted subscription based Software as a Service (“SaaS”) Solution.

Proposers are encouraged to identify in their proposals which characteristics of, and why, their particular solution is best suited to the needs of PUD engineering staff.

1. Responsiveness to the RFP

- a) Requested information included and thoroughness of response.
 - 1. The proposal must be a complete document and include everything outlined in Exhibit A, Proposal Submission and Requirements, A. Proposal Submission, Tab A – Submission of Information and Forms and Tab B – Executive Summary and Responses to Specifications. This includes everything outlined in Exhibit B, Scope of Work, G. Summary of Proposal Submission Requirements.
 - 2. Must also include a staffing plan, qualifications submittal, draft implementation plan, draft implementation schedule, and draft outline documents that are all further explained in this section. These can be included in the response or provided as attachments.
- b) Understanding of the project and ability to deliver as exhibited in the Executive Summary.
 - 1. Executive summary should demonstrate familiarity with NASSCO scoring and coding for pipeline assessment and familiarity with database management. Give a very short summary of implementation plan and schedule.
- c) Clear and thorough cost proposal.

2. Qualifications, Experience, and Staffing Plan

A staffing plan and a submittal of qualifications will be required in the response. The staffing plan and submittal of qualifications are subject to the following:

- a) Qualifications of personnel adequate for requirements.
 - 1. Company Overview: The Proposer must include a company summary including company history, office location(s), company size (How many personnel are part of the software development team, implementation team, and support team?), financial statements, and statement of technical areas of expertise. The

Proposer must be able to substantiate to the satisfaction of the City of San Diego that the proposer has sufficient resources to complete the project. (If proposer is not the software provider then proposer must submit this for both their company and the company of the software they are proposing to implement.)

2. Resumes: The proposer must include brief resumes for key personnel that will be assigned to the project. The project manager would ideally have experience implementing a similar solution for other large municipalities.
 3. References: Please provide three (3) references from clients who have had similar scopes of work and requirements. References must be within last five (5) years. Whenever possible, an alternative point of contact for each reference should be listed with phone number and email address.
 - i. References will be verified during the proposal evaluation by telephone calls made by members of the evaluation team or through e-mail.
 - ii. If contact with the referenced contact person or an alternative that has knowledge of the proposer is not made, after reasonable attempts during the designated evaluation period, the reference will be classified as unsatisfactory. All attempts to contact a referenced client will be documented, including the date and time of the attempt.
 - iii. Proposers **will not** be disqualified for not having three references with similar scope in the last five years. The most applicable three references available to the proposer will suffice at the cost of points in this section.
- b) Availability/Geographical location of personnel for required tasks.
1. The staffing plan will also indicate hours staff may be reached and their method of contact and level of effort for them to come to the site.
- c) Clearly defined Roles/Responsibilities of personnel with clear organizational structure.
1. The Proposer must identify a single point of contact for all contract management activities. The Proposer's Project Manager's name and resume must be submitted with the proposal. The successful Proposer must not change the Project Manager without written City of San Diego approval.
 2. The proposer's organization Chart must be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project and percentage of time dedicated to project. Proposers should describe their commitment to ensuring the composition of the project team will remain consistent throughout the course of the implementation phase. Project team cannot be substituted or staff added without prior notice and acceptance by the City/PUD.
- d) Software performance history.
1. Sample cases of software in use to achieve similar workflow and results.

- i. The proposer will provide at least two (2) case studies of the proposed software in use by a municipality for a pipeline condition assessment workflow.
 - ii. Sample cases are required to show the workflow used by the other municipality and to give statistics on how much pipeline assessment the City does among other statistics such as municipality size etc.
 - 2. References for software.
 - i. The proposer must provide at least the two case study municipalities as references for the software itself following the same rules for reference outlined in Exhibit B, Scope of Work, D. Proposal Response Requirements, 2. Qualifications, Experience, and Staffing Plan. **Failure to provide the software references and case studies will be grounds for disqualification at the City's discretion.**
 - ii. **A single reference** can count towards the requirement of both reference for the software itself and reference for the proposer if the proposer was also the prime contractor in the configuration of the software.
- 3. **Response to Requirements (Attachment A: Functional Requirements and Attachment D: EPM Proposed Workflows)**
 - a) Completion of Attachment A: Functional Requirements and Attachment D: EPM Proposed Workflows.
 - b) Mandatory features are implemented in software “off-the-self” or a clear and concise plan for configuration is defined.
 - 1. All configurations must be documented in a way that if given software again as an “off-the-shelf” product City staff would be able to reproduce the finished product.
 - 2. Customization **is not** preferable. If customization is proposed to meet requirements then it is subject to the following:
 - i. City will be provided source code.
 - ii. Cost and level of effort for the customization is clearly defined.
 - iii. Plan for future software upgrades and support.
 - iv. Proposer must propose their own service level criteria.
 - v. **The City at its discretion can decline customization as a solution.**
 - 3. For purposes of this bid, customization is defined as when any function is created or coded and was not originally intended by the software developer to be a feature or something that the software could do or solve.
 - 4. Configuration is defined as setting up the software in a tailored way that is anticipated by the developer. Configuration utilizes internal tools and has a guarantee not to cease function upon regular software updates. If no guarantee can be made then configuration must be completely achievable through graphical user interface.
 - c) Highly desirable items are met or solutions are proposed to meet them.
 - 1. Customization is an acceptable solution to propose but the City still retains the right to decline that solution.

2. If a solution is declined for a highly desirable specification it **does not** disqualify the proposal.
- d) Perceived quality and ease of use for software requirements.
 1. Software is desired to have a data entry interface that is intuitive and easy to use.
- e) Additional features deemed helpful for the City, that are not listed in the specifications, are present in the software package and/or other workflow and process improvements are proposed by the bidder.
- f) Clear and concise answers are given on how all requirements will be met by the software or the proposer.

4. System Implementation Plan and Schedule

- a) Proposed Implementation Plan.
 1. Clear plan for implementation.
 - i. Proposer will submit as part of the response a plan for how implementation will be carried out. This includes what staff members from the staffing plan will be required to do each general task.
 2. Indicate PUD staff action items and action dependencies.
 - i. Clearly indicate level of effort for PUD staff to ensure implementation is completed.
 3. Step by step milestones.
 - i. Each milestone should be clear and defined.
- b) Proposed Implementation Schedule.
 1. Expediency of schedule/availability of staff for as needed items.
 - i. Schedules that are quick to complete the implementation will score higher. The City's tentative goal is to have a fully tested and implemented system two (2) months after Notice to Proceed letter has been issued.
 2. Clearly indicate schedule for when City staff and resources are needed.
 - i. With this the schedule will need to clearly indicate the critical path as well.
 - ii. Indicate when user testing is to occur.
- c) Outline documents for project negotiations and communication.
 1. Proposer has draft versions of required documents.
 - i. Project charter.
 - ii. Communication plan.
 - iii. Quality assurance plan.
 - iv. Change order plan.
 2. Documents outline a fair structure for negotiation and communication.
- d) Plan to follow license requirements, service levels, and application security.

5. Price (Attachment C: Cost Proposal)

Price requires completion of the cost proposal as Attachment C: Cost Proposal. This section is scored **based on the mandatory scope price only** as detailed in Exhibit A, Proposal Submission and Requirements, B. Pricing. The pricing for the highly desirable scope will factor into the score/appeal of the highly desirable items.

6. IT Mandatory Requirements (Attachment B: IT Mandatory Requirements)

This requirement is scored as pass/fail. Failure to meet these requirements is grounds for disqualification of the proposal at the City's discretion.

7. Mandatory Demonstration/Presentation

- a) Real time operation.
 - 1. The proposer must provide a real-time demonstration of the software.
 - 2. The proposer must demonstrate most or all the key steps in Attachment D: EPM Proposed Workflows or they must demonstrate the key steps they propose in their proposed workflow.
 - 3. Proposer is responsible to have sample data prepared etc. for the demonstration.
- b) Thoroughness and Clarity of presentation.
 - 1. The planned presentation should not exceed one (1) hour. Presentation can also highlight the qualification and plan for implementation.
 - 2. The proposers should budget and plan for one (1) hour for questions and discussion following the presentation.
- c) Performance speed of software and lack of issues/crashes.
 - 1. Software runs smoothly in the presentation.
 - 2. Please provide specifications of the computer used for demonstration for City to compare with machines planned for software use.

E. PAYMENTS

Payment for services will be processed via progress payments, based on the City's approval and the completion of the detailed Schedule/Milestones/Deliverables agreed upon by the Contractor and the City after award.

F. RFP Attachments

The Proposer shall submit each attachment as required in the RFP. For Attachments A, B, and C, a Microsoft Excel Spreadsheet file must be submitted as part of the electronic copy of the proposal.

- 1) Attachment A: Functional Requirements Spreadsheet (Excel Required).
- 2) Attachment B: IT Mandatory Requirements (Excel Required).
- 3) Attachment C: Cost Proposal (Excel Required).
- 4) Attachment D: EPM Proposed Workflows.

G. SUMMARY OF PROPOSAL SUBMISSION REQUIREMENTS

The following documents are required in response to this RFP. These will be placed in the submission package as response to Exhibit A, Proposal Submission and Requirements, A. Proposal Submission, Tab B - Executive Summary and Response to Specifications.

- 1) Proposer's response to Exhibit B, Scope of Work, section D. Proposal Response Requirements includes or references additional attachment of: Qualifications, Staffing plan, draft implementation plan, draft implementation schedule, and draft coordination outline documents.
- 2) Attachment A: Functional Requirements (MS Excel file required).
- 3) Attachment B: IT Mandatory Requirements (MS Excel file required).
- 4) Attachment C: Cost Proposal (MS Excel file required).
- 5) Attachment D: EPM Proposed Workflows.

H. ADDITIONAL INSURANCE

The following Additional Insurance requirements shall apply.

Professional Liability. Contractor shall obtain Professional Liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, Contractor must ensure that the policy retroactive date is before the date of the contract is awarded, that coverage is maintained during the duration of performance of the contract or the contract period (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of the technical advisory services under this Contract.

I. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

J. APPLICATION SECURITY

The following Application Security requirements shall apply:

1. Encryption. The Solution must support industry standard methods for the encryption of sensitive data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS, or Secure FTP.
2. Secure Application Platform. The Solution and Proposer must support deployment of host server and database security patches and service pack updates, with medium to critical level severity ratings patches and updates deployed within one month of patch release. Application and Proposer should support new operating system versions and updates within ninety (90) days of new version release. Critical application security vulnerabilities must be remediated via the development, testing and timely release of security patches by the Proposer within one (1) month of vulnerability being identified.

3. Security Vulnerabilities and Security Patching. The Solution must be a mature Solution with updates available for identified security vulnerabilities. These patches must be available for installation within thirty (30) days and for the City to download.

4. Notification Requirements. Proposer shall immediately notify the City's Chief Information Security Officer of any breach, intrusion, or unauthorized access City data. Proposer agrees to assume responsibility for informing all affected individuals in accordance with applicable law at no cost to the City. All notifications shall be sent to:

Chief Information Security Officer
1800 Third Avenue, Suite 1800
San Diego, CA 92101
Cybersecurity@sandiego.gov
619-533-4840

5. Indemnity. City desires Proposer to indemnify and hold harmless the City, its officers, agents, and employees from and against any claims, loss, damages, or other harm related to a data security breach.

6. Input Validation. The Solution must sanitize all System User input fields to ensure that cross-site scripting, SQL injection and other input related vulnerabilities are closed through secure application coding. Input validation must be performed on the server/application and not on the client devices. Proposer is expected to follow OWASP standards for security at a minimum.

7. California Records Retention Act. The solution must be compliant with the state of California Records Retention Act.

8. Security Issues. The contractor agrees to assist the City in investigating and remediating any security issues detected.

9. System Administration. Proposed Solution must provide the ability for system administrators to maintain System Users and security groups without IT assistance.

K. LICENSE REQUIREMENTS

The following License requirements shall apply:

1. City will have license to utilize the software with an initial estimated seven (7) concurrent users. The City reserves the right to increase or decrease the number of concurrent users through license purchase even during contract and post implementation. Any variation in the number of licenses purchased, regardless of extent, does not entitle the proposer to a change in the proposed unit price or any other compensation.
2. City will have the right to use the software on any equipment at any facility and at any location and make as many copies of the software it desires to support the software's intended use. There will also be no limit on the total amount of authorized users beyond there being no more than the number of purchased licenses worth of users concurrently.

3. In the case that the provider of the software does not provide the highly desirable ability for floating licenses. City retains the right to have the Contractor deactivate and move the licenses to other equipment with different users or different equipment with the same users at any location at no extra cost to City.

4. City retains the right to seek additional 3rd party technical advisory services for configuration, use of the software, and integration of the software into City / PUD workflows.

5. All source code of the customizations of the software to fit the requirements for this RFP will be provided to the city. The City retains the right to seek third-party technical advisory services on the customized code.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP), 10089370-19-J

Closing Date: July 29, 2019
@ 2:00 p.m.

Bid for furnishing the City of San Diego with **Sewer Inspection Data Management Software**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet. (**NOTE:** Changes are made in **bold** font.)
2. Remove the original RFP, Signature Page (pg 3 of 9) and replace with the attached Addendum A, Signature Page.
3. Add three (3) pages "Questions and Answers". (**NOTE:** The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite
Senior Procurement Contracting Officer
(619) 236-7017

July 9, 2019

RFP 10089370-19-J, Sewer Inspection Data Management Software Questions and Answers

Question 1: From the RFP: Does the required Surety Bond need to be maintained for the entire length of the contract or just for the implementation phase?

Response: There are no bonding requirements for this solicitation.

Question 2: From the RFP: Will each of the seven concurrent licenses be located in trucks? Or will one (or more) of the seven be located in an office setting? (Please specify location breakdown.)

Response: All licenses shall be located in the office.

Question 3: Will the City consider an on-premise solution, or a partial on-premise?

Response: Yes. A vendor hosted database is desirable but not mandatory per requirement number 15 of Attachment A- Functional Requirements.

Question 4: What version of NASSCO PACP scoring is the city looking to comply with?

Response: The City is looking to comply with the latest NASSCO PACP version available. The City will accept compliance with PACP version 6 and greater. Future versions of NASSCO shall be made available to the City.

Question 5: In what format are current inspection media and data received from City staff or contractors (Access Database, other tabular source) and in what format are they currently stored (Oracle, SQL, etc.)?

Response: The City currently receives data via an Access Database with videos in WMV format. The Access data is compiled and stored in an enterprise Oracle database. The City plans to begin using an enterprise SQL database with this solution. Please see requirement number 11 and 12 of Attachment A- Functional Requirements.

Question 6: Does the City conduct inspections in-house or use contractors?

Response: The City uses both in-house crews and contractors to conduct NASSCO PACP inspections.

Question 7: How many surveys/mileage does the City anticipate conducting annually?

Response: The City estimates approximately 150 miles of pipeline CCTV and associated manholes inspections annually.

Question 8: What version of Esri ArcGIS is the City using (desktop, Pro, etc)?

Response: Currently the users of this solution have access to ArcGIS desktop and Pro with varying versions from 10.3 to 10.6.

Question 9: Roughly, how many sewer pipes are in the City's GIS? Manholes?

Response: There are about 72,000 sewer pipes and about 61,000 sewer manholes.

Question 10: What CMMS system does the City use for work order management after CCTV review? Does the proposed solution need to connect with that system? Are there other specific systems the City would like the solution to interact with?

Response: The City uses SAP modules as a CMMS. Direct connection is not required. Level of integration is dependent on software capabilities. Please see Attachment A- Functional Requirements for other systems the solution must exchange information with.

Question 11: Does the City currently or plan to overlap with their water department for planning efforts?

Response: The scope for this project is limited to only wastewater.

Question 12: Besides CCTV, are there any other types of inspection data the City would like to review in the solution?

Response: The scope of this effort is specific to CCTV inspections. However, please note from the RFP, "Additional features deemed helpful for the city, that are not listed in the specifications, are present in the software package and/or other workflow and process improvements are proposed by the bidder." For reference:

- Exhibit A, Proposal Submission and Requirements, C. Evaluation of Proposals, 3.6 Evaluation Criteria
- Exhibit B, Scope of Work, D. Proposal Response Requirements
- Attachment A, Functional Requirements, Number 87

Question 13: According to the EPM Workflow diagram, integration with SAP is not defined. Are Work Orders required to be bidirectionally exchanged with SAP and if so, which version/module of SAP will be used at the time of the implementation?

Response: Direct connection is not required. Level of integration is dependent on software capabilities.

Question 14: Will the City use Power Plan Investment Optimization in place of AMP and if so, which version is to be used?

Response: The City is currently using Power Plan AIO version 6.0.2. (Asset Investment Optimization). AMP (Asset Management Planning) is internal nomenclature referring to Power Plan AIO. Regard all references to AMP and Power Plan to mean Power Plan AIO.

Question 15: Do field crews have persistent connectivity to the network or the internet when they are out doing their work?

Response: Field crews have access to the network and internet through cellular data.

Question 16: PACP supports an inspection-based assessment system that does not strictly verify asset ID's. Will the City have a process flow that will provide Contractors with refreshed Asset inventories from the City's GIS to manage and validate asset ID's?

Response: Yes. The City currently provides the latest asset inventory to contractors via geodatabase at the start of every task order.

Question 17: Does or will the City currently have an Enterprise License Agreement (ELA) with ESRI for its employees?

Response: Yes.

Question 18: Does the City plan to use ArcGIS published maps or will it share Shape Files, file/personal geodatabases to its contractors?

Response: For this effort the Public Utilities Department provides geodatabases to the contractors. The City does plan on sharing ArcGIS published maps to contractors in the future.

Question 19: A SAAS solution is typically priced based on usage/compute times that are variable. Will the City accept pricing that fits this model or will vendors be held to "All prices shall be firm, fixed, fully burdened" Fixed Price?

Response: No. All prices shall be fixed prices.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM B

Request for Proposal (RFP), 10089370-19-J

Closing Date: July 29, 2019
@ 2:00 p.m.

Bid for furnishing the City of San Diego with **Sewer Inspection Data Management Software**

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the Addendum A cover sheet sheet and replace with the attached Addendum B cover sheet. (**NOTE:** Changes are made in **bold** font.)
2. Remove the original RFP, Signature Page (pg 3 of 9) and replace with the attached Addendum B, Signature Page. (**NOTE:** Addendum A was inadvertently issued without the Signature Page.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Janet Polite
Senior Procurement Contracting Officer
(619) 236-7017

July 16, 2019

The background of the entire page is a microscopic image showing numerous biological cells, likely bacteria or yeast, with distinct cell walls and internal structures. The cells are scattered across the page, with some appearing larger and more detailed than others. The overall color palette is a mix of light and dark tones, typical of a micrograph.

Innovyze[®]

**RFP Response for
City of San Diego – PUD**

**Sewer Inspection
Data Management Software
Solicitation**

RFP- 10089370-19-J



Tab

A

Innovyze®

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

A. BID/PROPOSAL/SOLICITATION TITLE:

City of San Diego - RFP- 10089370-19-J SEWER INSPECTION DATA MANAGEMENT SOFTWARE

B. BIDDER/PROPOSER INFORMATION:

Innovyze, Inc			
Legal Name	Portland	DBA	
6720 SW Macadam Ave, Suite 150		OR	97219
Street Address	City	State	Zip
Teresa Asher, Sr. Accountant	(503) 290-3863		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Erin Breen	Regional Sales Manager
Name	Title/Position
New York, NY	
City and State of Residence	Employer (if different than Bidder/Proposer)
the value of any financial interest in the transaction	
Interest in the transaction	

Tyler Spring	Senior VP
Name	Title/Position
Laguna Beach, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
the value of any financial interest in the transaction	
Interest in the transaction	

Joanne Purvis	Regional Sales Manager
Name	Title/Position
Irvine, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
the value of any financial interest in the transaction	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 10/31/2017 State of incorporation: DE

List corporation's current officers: President: Colby Manwaring
Vice Pres: Clare Bull
Secretary: _____
Treasurer: Mark Cury

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: 10/31/2017

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10%) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: HSBC Bank

Point of Contact: Vinita Kak

Address: 600 University ST #2323, Seattle WA 98101

Phone Number: (800) 975-4722

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: _____ Year Issued: _____

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Orange County Sanitation District (OCSD)

Contact Name and Phone Number: Adnan Rahman (714) 593-7068

Contact Email: ARahman@OCSD.COM

Address: 10844 Ellis Ave, Fountain Valley, CA 92708

Contract Date: April 1, 2016

Contract Amount: \$ 153,000.00

Requirements of Contract: Software purchase, support, implementation and training

Company Name: Los Angeles Bureau of Sanitation (BOS)

Contact Name and Phone Number: Eddie Perez (323) 342-6206

Contact Email: eduardo.perez@lacity.org

Address: 555 Ramirez St., Space 312 Los Angeles, CA 90012

Contract Date: January 6, 2015

Contract Amount: \$ 350,000.00

Requirements of Contract: Software purchase, support, implementation, and training

Company Name: Veolia Water

Contact Name and Phone Number: Wes Pierce (832) 300-5712

Contact Email: wes.pierce@veolia.com

Address: 125 S 84th Street, Suite 175, Milwaukee, WI

Contract Date: March 20, 2010

Contract Amount: \$ 485,000.00

Requirements of Contract: Software, development, support, and training

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

N/A

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

N/A

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Tyler Spring

Name and Title



Signature

07.17.2019

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Tyler Spring, SVP
Signature



July 22, 2019
Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principal Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Work Force Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
 - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
 - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
 - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

VI. Maintaining Participation Levels.

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.


- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Innovyze, Inc.

Certified By Tyler Spring Title Senior Vice President



 Name

 Signature

Date July 17, 2019

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Innovyze Inc

ADA/DBA: N/A

Address (Corporate Headquarters, where applicable): 6720 SW Macadam Ave, Suite 150

City: Portland County: Multnomah County State: OR Zip: 97219

Telephone Number: 1-888-554-5022 Fax Number: N/A

Name of Company CEO: Colby Manwaring

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: N/A County: N/A State: N/A Zip: N/A

Telephone Number: N/A Fax Number: N/A Email: _____

Type of Business: Software and Support Type of License: _____

The Company has appointed: Mark Cuny, CFO

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 6720 SW Macadam Ave, Suite 150 Portland, OR 97219

Telephone Number: 1-888-554-5022 Fax Number: N/A Email: teresa.asher@innovyze.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Innovyze Inc

(Firm Name)

Multnomah County, Oregon hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this OR day of 16 July, 2019

(Authorized Signature)

(Print Authorized Signature Name)

NAME OF FIRM: Innovyze, Inc.

DATE: 08/12/2019

OFFICE(S) or BRANCH(ES): _____

COUNTY: Multnomah

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial					2	1					8	3		
Professional			1	2	3	1					12	7		
A&E, Science, Computer														
Technical			1		14						1			
Sales					2						10	7		1
Administrative Support											1			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			2	2	21	2					30	17		1
--------------------	--	--	---	---	----	---	--	--	--	--	----	----	--	---

Grand Total All Employees 83

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Equal Opportunity Contracting
 Sole Source Contracts, Cooperative Procurement Contracts
 Goods/Services Contracts Under \$150,000
 Revised 1/1/16
 OCA Document No. 1208377

WORK FORCE REPORT – Page 3

NAME OF FIRM: Innovyze Inc

DATE: _____

OFFICE(S) or BRANCH(ES): _____

COUNTY: Multnomah County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees														
----------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(e)

COMPANY INFORMATION

Company Name: Innovyze, Inc
 Company Address: 605 E. Huntington Drive, Suite 205. Monrovia, CA 91016
 Company Contact Name: Teresa Asher Contact Phone: 503.290.3863

CONTRACT INFORMATION

Contract Number (if no number, state location): CA Start Date: _____
 Contract Title (or description): _____ End Date: _____
 Purpose/Service Provided: _____

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

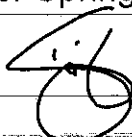
If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Tyler Spring
 Name of Signatory

Senior Vice President
 Title of Signatory


 Signature

7/11/19
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: 7/11/19 LWO Analyst: _____ Contract Number: CA

SUMMARY ANNUAL REPORT FOR INNOVYZE 401(K) PLAN

This is a summary of the annual report for the Innovyze 401(k) Plan (Employer Identification Number 59-3169325, Plan Number 001) for the plan year 01/01/2017 through 12/31/2017. The annual report has been filed with the Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Basic Financial Statement

Plan expenses were \$111,997. These expenses included \$6,572 in administrative expenses and \$105,425 in benefits paid to participants and beneficiaries. A total of 66 persons were participants in or beneficiaries of the plan at the end of the plan year, although not all of these persons had yet earned the right to receive benefits.

The value of plan assets, after subtracting liabilities of the plan, was \$1,418,414 as of the end of the plan year, compared to \$0 as of the beginning of the plan year. During the plan year the plan experienced a change in its net assets of \$1,418,414. This change includes unrealized appreciation or depreciation in the value of plan assets; that is, the difference between the value of the plan's assets at the end of the year and the value of the assets at the beginning of the year or the cost of assets acquired during the year. The plan had total income of \$745,863, including employer contributions of \$106,952, employee contributions of \$327,788, employee rollovers of \$168,512, plan transfers of \$784,548 and earnings from investments of \$142,611.

Information Regarding Plan Assets

The U.S. Department of Labor's regulations require that an independent qualified public accountant audit the plan's financial statements unless certain conditions are met for the audit requirement to be waived. This plan met the audit waiver conditions for the plan year beginning 01/01/2017 and therefore has not had an audit performed.

The plan's assets were held in individual participant accounts with investments directed by participants and beneficiaries and with account statements from regulated financial institutions furnished to the participant or beneficiary at least annually and loans to participants and other qualifying assets.

General information regarding the audit waiver conditions applicable to the plan can be found on the U.S. Department of Labor Web site at <http://www.dol.gov/ebsa> under the heading "Frequently Asked Questions."

Your Rights to Additional Information

You have the right to receive a copy of the full annual report, or any part thereof, on request. To obtain a copy of the full annual report, or any part thereof, write or call the plan administrator, at 6720 SW Macadam Avenue, Suite 150, Portland, OR 97219 and phone number, 888-554-5022.

You also have the legally protected right to examine the annual report at the main office of the plan: 6720 SW Macadam Avenue, Suite 150, Portland, OR 97219, and at the U.S. Department of Labor in Washington, D.C., or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: Public Disclosure Room, Room N-1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

A microscopic image of a textured surface, possibly a metal or ceramic, with a circular overlay. The overlay is semi-transparent and contains the text 'Tab' and 'B'. The background image shows a complex, porous structure with various shades of blue and grey. The circular overlay is centered on the image and has a white background. The text 'Tab' is in a bold, black, sans-serif font, and 'B' is in a larger, bold, black, sans-serif font. A horizontal line is positioned below 'Tab' and above 'B'.

Tab

B

Innovyze®

Innovyze
605 E. Huntington Dr., Suite 205
Monrovia, CA 91016



July 29, 2019

Janet Polite, Senior
Procurement Contracting Officer
619-236-7017 | Jpolite@sandiego.gov
1200 Third Avenue; Suite 200, San Diego, CA 92101

RE: PROPOSAL FOR RFP 10089370-19-J: SEWER INSPECTION DATA MANAGEMENT SOFTWARE

Dear Ms. Polite,

Please find attached our Innovyze submittal for the subject Request For Proposal for a sewer inspection data management software solution. We sincerely appreciate this opportunity to continue to work with the City of San Diego.

Innovyze has a long history of providing software and related services to municipal clients. As a Gold-level Esri Business Partner and NASSCO-certified software provider, we are in a unique position to provide you the best CCTV management and asset prioritization software available. Please see an open letter from Esri regarding Innovyze and our software products directly following this cover letter. There truly is no rival for the commercial-off-the-shelf InfoAsset, which includes our exceptional training, software services and technical support. Within this proposal, we are including specific documentation on InfoAsset software case studies that you may want to review as part of your selection process.

There are two important things to note that you will see throughout this document:

1. The InfoAsset platform is a Commercial-Off-The-Shelf (COTS) solution that will require limited implementation steps and reasonable initial up-front costs, but will also provide a powerful, value-added toolset for the City's Public Utilities Department (PUD) now and in the near future. There is no need for software customization, just configuration to meet your specific situation.
2. Innovyze only provides software solutions in the water, wastewater, and stormwater space. Our 20+ year company is focused entirely on the wet infrastructure market space, and our expertise is unique in the Asset Prioritization industry.

This proposal will be organized in the following major sections:

TAB A: SUBMISSION OF INFORMATION AND FORMS

- Addendum A & B, including Signature Page
- Contractor Pledge of Compliance
- Living Wage Ordinance Certification of Compliance
- Equal Opportunity Contracting Program & Work Force Report
- Innovyze Financial Statement

TAB B: EXECUTIVE SUMMARY AND RFP RESPONSE TO SPECIFICATIONS

- Title Page
- Table of Contents
- Executive Summary
- Qualifications, Experience, and Staffing Plan
- System Implementation Plan and Schedule
- Attachment D – Engineering and Program Management Division (EPM) Proposed Workflow
- Attachment A – Functional Requirements
- Attachment B – IT Mandatory Requirements

TAB C: COST PROPOSAL

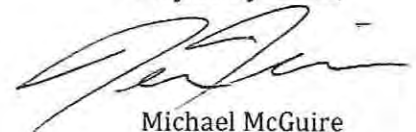
- Attachment C – Cost Proposal

I am authorized to represent Innovyze in negotiations and to sign any resulting contract. My full contact information is provided at the end of this letter. Erin Breen, Regional Sales Manager, is available at 626-272-2842 or erin.breen@innovyze.com as our designated representative for the City of San Diego.

Please note that InfoAsset was previously referred to as InfoMaster so many references to past experience will refer to InfoMaster through this proposal.

Thank you for your interest in our Innovyze asset management software and services. We look forward to hearing from you soon. Please call me or Erin Breen with any questions.

Very Truly Yours,



Michael McGuire

Senior Vice President, Americas
605 E. Huntington Dr., Suite 205, Monrovia, CA 91016
Phone: (720) 317-7000 | Fax: (626) 568-6870
michael.mcguire@innovyze.com



Esri Inc.
380 New York St
Redlands, CA 92373

Phone: (909) 793-2853
Fax: (909) 307-3025

October 14, 2016

RE: Innovyze - Esri Integration

To Whom It May Concern

Innovyze is a current Esri Gold Level Business Partner and Authorized Developer offering water, sewer, and stormwater modeling solutions that directly integrate with current versions of Esri products. Their InfoMaster, InfoWater, InfoSewer, and InfoSWMM products operate as extensions of ArcGIS and leverage investments in the Esri Geodatabase by linking directly to the Geodatabase inside the ArcGIS interface. These products are highly rated in the industry and offer complete modeling functionality inside GIS without the need for synchronizing to external modeling platforms.

In addition, several specialized modeling applications have been developed by Innovyze that also operate as extensions of ArcGIS. These additional modeling tools can be utilized for developing unidirectional flushing programs (InfoWater UDF), hydraulic transient analyses, and more. The functionality offered in these GIS-centric products that join GIS spatial analyses with hydraulic simulation is not currently available from any other vendor.

Finally, both Innovyze and their "Info" products are certified by the National Association of GIS-Centric Software (NAGCS). The NAGCS is a consortium of Esri Developers and Business Partners who have established specific procedures for certifying that software products completely integrate with ArcGIS and comply with Esri data standards. Innovyze is the only modeling software vendor to obtain this certification.

Innovyze is a highly valued Gold Level Business Partner with Esri and I would be glad to discuss more about this company and their products. I can be reached at 978-777-4543 x 1- 3843 or via email at dcaravallo@esri.com

Sincerely,

A handwritten signature in black ink that reads "Dawn Caravallo".

Dawn Caravallo Partner Manager

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EXECUTIVE SUMMARY

Innovyze has a long history of providing software and related services to municipal clients, including the City of San Diego. The City has been using our software, InfoWorks ICM, to model their sewer system for over a decade and just extended the support contract with Innovyze for the next five years. As a Gold-level Esri Business Partner and NASSCO-certified software provider, we are in a unique position to provide you the best CCTV management software to best be able to load, store, organize, analyze and edit digital sewer condition assessment data. Innovyze's InfoAsset platform has been used across the United States for supporting ongoing condition assessment programs for long term capital planning. The full InfoAsset platform allows for data to flow full circle from our commercial-off-the-shelf InfoAsset Manager, where the CCTV data is loaded, edited and processed; to InfoAsset Online, where EPM staff can review the data in a secure online platform; to InfoAsset Planner, where staff can utilize the CCTV results alongside information tables, GIS layers, work order history and more to assess risk in their system and devise a living, breathing CIP with advanced, custom reporting. InfoAsset Planner will identify pipe segments within the sewer system that need remedial action, identify costs and can push those recommendations to your internal CMMS system for execution. The entire platform integrates with the latest version of Esri ArcMap, residing in the ArcGIS tables, and has all of the most recent NASSCO scores built-in to manage PACP, MACP, and LACP data without any customization required. Innovyze has over a dozen InfoAsset clients in Southern California alone, many of whom neighbor PUD. Throughout these projects, Innovyze has effectively provided software and implementation services to the utilities

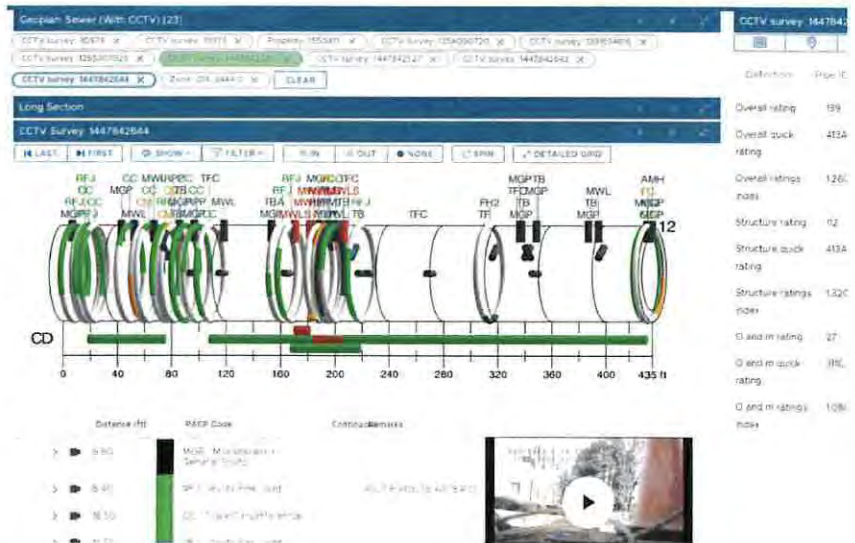
The following sections detail the benefits and relevance of Innovyze's InfoAsset solution as well as our exceptional training, software services and technical support. For this specific project, Innovyze would provide their InfoAsset product suite along with implementation services and custom, on-site training for EPM staff; all to be completed within two months from the Notice to Proceed (assumes timely responses from City, as outlined in upcoming sections). The implementation plan will include various team meetings, an existing systems review, data pre-processing and database management, InfoAsset model build, on-site implementation, installation and training.

SOFTWARE CAPABILITIES AND APPLICATION TO PUD

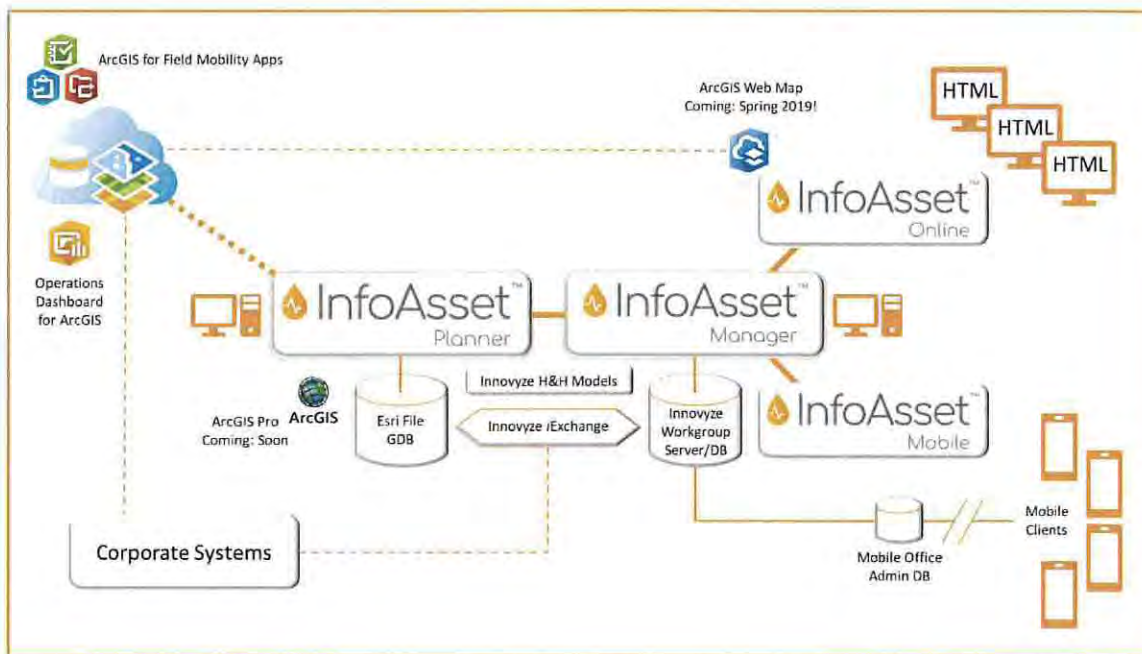
Innovyze proposes their InfoAsset solution for the City's needs. InfoAsset is an asset centric, comprehensive suite of products supporting infrastructure asset management throughout the entire life cycle of the asset, from the tactical needs of daily operations and maintenance to the strategic analytics prescribing future capital planning with optimized OPEX and CAPEX. The core products of InfoAsset include Manager and Planner. The proposed solution includes InfoAsset Manager, Planner and Online (known as IAM, IAP and IAO, respectively).

CCTV inspection review is just one beneficial aspect of the InfoAsset solution. InfoAsset Manager allows EPM staff to load, store, organize, analyze and store CCTV inspection data and videos. It utilizes the enhanced workgroup database structure to allow for multi-user simultaneous editing and data flagging to

maintain data integrity and audit trails. IAM stores up-to-date information about your wastewater and non-water assets, as well as associated current and historic operations and maintenance related activities such as condition inspections and surveys, incidents and work orders, and offers analysis tools to spend budgets wisely. IAM connects seamlessly to InfoAsset Planner (IAP), which then helps you plan capital projects for your wastewater network. IAP gathers data about

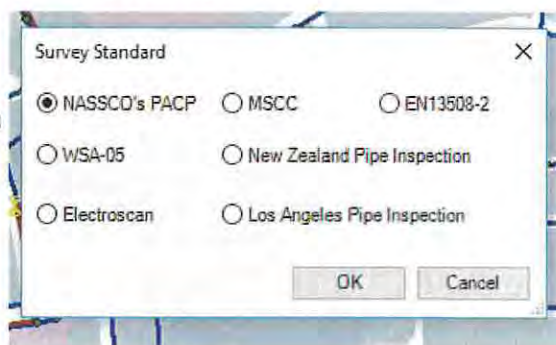


your pipes and other assets, assesses risk, and creates prioritized, costed projects. Finally, IAM and IAP connect with InfoAsset Online to enable users via a secure web browser to view, search, query and report on all types of InfoAsset Manager asset, inspection, survey, incident and work order data, including different types of media such as CCTV videos and images. InfoAsset Online's user interface is designed to be uncluttered, supporting a user experience that is intuitive and uncomplicated. PUD can choose all or pieces of the proposed solution to best fit their needs.



InfoAsset Suite provides the following basic capabilities and benefits to the City of San Diego:

- Product is “out-of-the-box” and does not require customized software development.
- Manage CCTV data with the ability to link to multiple CCTV surveys to the same asset.
- Ability to link to video and photo media for each survey with direct one-click link from the asset.
- Built-in data import wizards to validate and geocode CCTV survey data onto geodatabase and score pipes.
- Product is NASSCO, PACP, MACP, LACP certified.
- Ability to utilize non-NASSCO specific rehabilitation methodology and defect coding, for bringing in PUD’s historic data.

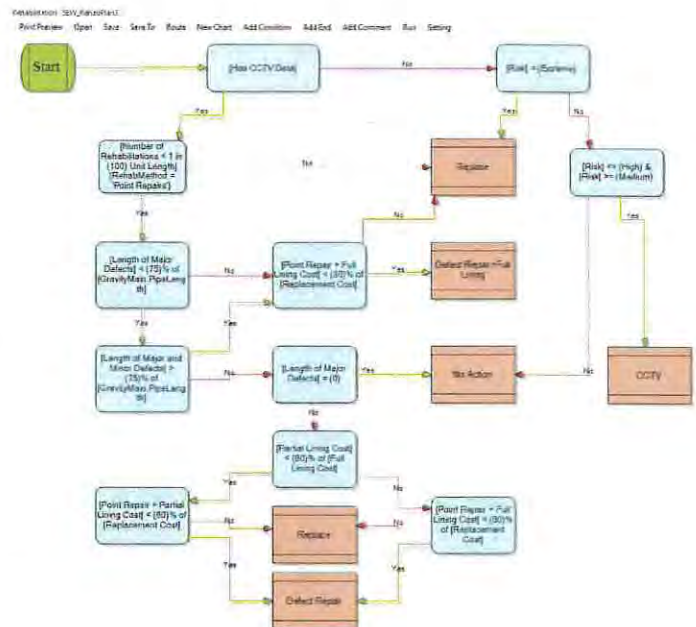


- Product support is provided by NASSCO-certified technical staff in the United States.

Rehab. Method	Description	Full Pipe	New Diameter	Connection Cost	Rehab. Buffer Width	Rehab. Merge Width	Allow Merge	Added Life	Task Type
CCTV		Yes		No			No		CCTV/Survey
CLEANING		No		No			No		PipeClean
FULL LINING									PipeRepair
HEAVY CLEANIN									PipeClean
LATERAL REINS	CCTV		S/unit length	2.00	0	0	0 No	0.00	PipeRepair
LINING	CCTV		S/unit length	2.00	0	0	0 No	0.00	PipeRepair
PIPE BURSTING	CCTV		Seach	40.00	4	0	0 No	0.00	PipeRepair
POINT REPAIR	CCTV		Seach						
REPLACEMENT	CCTV		Seach						
SERVICE	CCTV		Seach						
UPSIZE	CCTV		Seach						
SMOKE TEST	CCTV		Seach						
JETTING	CCTV		Seach						
DYE TEST	CCTV		Seach						
FIELD INSPECTR	CCTV		Seach						
FLOW MONITOR	CLEANING		S/unit length						

Rehab. Action	Description
Field Inspection	General Inspection
CCTV	TV Pipe
Defect Repair	Point Repairs
Defect Repair+Full Lining	Point Repairs + Full Lining
Chemical Root Control	Remove Roots

- Supports the inclusion of rehabilitation actions, methods, and associated costs into rehabilitation planning.
- Rehabilitation planning in InfoAsset centers on a logic tree, which can incorporate ANY logic as a decision point and leverage ANY asset or GIS variables and call specific rehab actions (user defined) when conditions are met. Essential for determining next steps after CCTV review.
- Can also create a “draft rehab plan” using only PACP defect codes. Since each rehab action can have costs associated with it, logic trees can be used to fully plan, prioritize and cost out CCTV inspections.
- 100% integrated within ArcGIS Version 10.x or the latest version of ArcGIS, with the ability to work directly on Agency’s ArcGIS geodatabase.
- Ability to utilize external GIS layers directly inside the tool to incorporate pipeline break history, soil type, population, and other pertinent GIS information in the development of LoF and CoF factors.
- Data flagging to maintain audit trail of where data came from and who has edited/reviewed it.
- Ability to utilize user permissions to access the product.
- Offer desktop and web application options; can be hosted on premise or in the cloud.



- Preconfigured for water and wastewater networks with built-in tools to view pipe profiles, infer and validate data, create SQL query sets, and write custom scripts.
- Out-of-the-box graphical and tabular reports. Allows for custom reporting and graphical presentation of data, including the utilization of Esri thematic mapping. The user can create customized (advanced) reports from scratch, accessing ANY data.

Additional benefits pertaining to CIP not directly requested in RFP:

- Handles assessment of both horizontal and vertical assets.
- Able to conduct risk-based rehabilitation planning, accounting for Likelihood of Failure (LoF) and Consequence of Failure (CoF) criteria. Includes a flexible scoring system built-in to the tool.
- Able to develop Risk Factors for each asset based on user-configurable combinations of LoF and CoF.
- Supports multiple Risk Scenarios.
- Built-in customizable decision tree/flow chart to analyze asset-by-asset data for manholes, laterals and pipes.
- Ability to develop a prioritized rehabilitation/replacement schedule for all pipelines based on risk and Agency’s specific decision logic.
- Ability to calculate capital and rehabilitation actions and costs.
- Ability to review a recommended rehabilitation plan by budget, phase, zone, or other criteria and modify the suggested plan as needed.
- Capability to perform regression analysis using Weibull, Hertz, and Cox proportional hazards pipe failure modeling techniques.
- Embedded Life Cycle Cost Analysis (LCCA) to enable PUD to maintain the desired level of service by determining the optimal time to replace each pipe in your wastewater network based on analytical cost-effective risk-based economic life-cycle cost management strategies.
- Floating/Network versions with software key codes (no hardware locks).
- Ability to input data from CMMS programs.
- Ability to import InnoVize hydraulic modeling data from InfoWorks ICM.
- Ability to review, group, manage, and send actions to the product’s Work Order Manager or to existing CMMS systems.
- Output from product can be written to GIS feature classes and ArcGIS Online.



QUALIFICATIONS, EXPERIENCE, AND STAFFING PLAN

COMPANY QUALIFICATIONS

Background

Founded in 1996, InnoVyzE is the world's leading hydraulic modeling and asset management software vendor with over 3,000 clients. InnoVyzE operates in over 50 countries and clients include the largest UK, North American and APAC cities, the foremost utilities on all five continents, ENR top-rated design firms and environmental and engineering consultancies. 49 of the top 50 largest US cities use InnoVyzE software for their daily needs. Part of our strength comes from our origins in an engineering consulting firm that created a separate subsidiary to develop, sell, train, and support engineering software. While InnoVyzE has its headquarters in Portland, OR, the US Development Team for InfoAsset as well as the Director of Asset Management reside in the InnoVyzE office in Monrovia, CA.

InnoVyzE has over 35 years of combined heritage building innovative, industry-leading solutions for the water industry. In 2017 the company merged with XP Solutions to form the world leader in the sector. InnoVyzE has grown both organically and through mergers and acquisitions. Our ancestry includes XP Solutions, Wallingford Software, Stantec, MWH Soft, and MicroDrainage. We have over 60 developers and 25 employees who work on our implementation, support and training projects. Our development teams sit in the UK and the United States. Our staff includes primarily engineers with a background in water and wastewater. InnoVyzE has an unrivaled history of strong technical expertise in the water, wastewater and storm industry.

Experience

InnoVyzE has provided software and implementation for hundreds of InfoAsset projects across the globe. Given the scope of this project and the size of PUD's system, we have selected the six references below for EPM staff to consider. Additional information for the first two references is provided for applicability to the PUD scope of work. Please note that InfoAsset was previously referred to as InfoMaster so many references to past experience will refer to InfoMaster throughout this proposal.

References

Reference #1	Reference #1 Contact Information
Company Name:	City of Los Angeles, CA
Contact Name:	Eduardo (Eddie) Perez
Contact Title:	Environmental Engineer
City, State and ZIP Code:	Los Angeles, CA 90065
E-mail Address:	eduardo.perez@lacity.org
Phone Number (ex. 555-555-5555):	(323) 342-6206
Contract Date:	January 2016
Contract Amount:	\$350K
Description of Working Relationship:	Software, Training, and Support Provider

LASAN manages the City of Los Angeles wastewater system, serves over four million residents and 29 contract agencies over a service area in excess of 600 square miles. The Bureau manages 6,700 miles of sewer mains, ranging from 6 to 144-inch and 4 treatment plants

LASAN needed to replace their existing custom risk system with a more flexible, GIS-integrated solution for risk modeling. They were using a custom developed, one-off tool for ten years and had completed analysis of 100 out of 240 sewer basins. Their primary focus was to move off of custom software and on to a COTS solution.

InfoMaster was selected in a competitive bid process and enhancements were made to InfoMaster (and provided after to all InfoMaster users based on the needs of LASAN). They now have engineers working full-time in preparing the remaining 140 secondary sewer basins, as required by their Collection System Settlement Agreement. InfoMaster is being utilized to access CCTV, GIS, hydraulic model results and CMMS data in a single interface. LASAN uses IT Pipes for their CCTV inspections and data is brought seamlessly into InfoMaster for their review and analyzation.

LASAN utilizes failure metrics tracking and analysis capability, Risk scoring, "What-if planning" and scenario analysis capability, preventative and condition-based maintenance planning capability, among many other InfoMaster-specific features/functionality.

Reference #2	Reference #2 Contact Information
Company Name:	Orange County Sanitation District (OCSD)
Contact Name:	Adnan Rahman
Contact Title:	Project Engineer
City, State and ZIP Code:	Fountain Valley, CA 92708
E-mail Address:	ARahman@OCSD.COM
Phone Number (ex. 555-555-5555):	(714) 593-7068
Contract Date:	April 2016
Contract Amount:	\$153K
Description of Working Relationship:	Software, Training, and Support Provider

The Orange County Sanitation District (OCSD) is a public agency that provides wastewater collection, treatment, and disposal services for approximately 2.6 million people in central and northwest Orange County. OCSD is a special district that is governed by a Board of Directors consisting of 25 board members appointed from 20 cities, two sanitary districts, two water districts and one representative from the Orange County Board of Supervisors. OCSD has two operating facilities that treat wastewater from residential, commercial and industrial sources.

Project Summary: OCSD had a variety of data sources to rectify and wanted a way to review their CCTV data in a fully Esri-integrated solution. OCSD’s reasons for choosing InfoMaster included its robust GIS integration, advanced data management capabilities, ability to view and manage large CCTV databases, and long-term capital planning functions.

OCSD utilizes InfoMaster’s pipeline condition data management and assessment tools. Their entire engineering team primarily uses the CCTV data management tools to review incoming data and use the decision logic to determine next steps. InfoMaster can be used to prioritize CCTV scheduling as well as to make decisions based on the existing surveys.

Reference #3	Reference #3 Contact Information
Company Name:	Veolia North America
Contact Name:	Wes Pierce
Contact Title:	Project Manager
City, State and ZIP Code:	Milwaukee, WI 53207
E-mail Address:	wes.pierce@veolia.com
Phone Number (ex. 555-555-5555):	(832) 300 5712
Contract Date:	March 20, 2010
Contract Amount:	\$485,000
Description of Working Relationship:	Software and Implementation Services Provider

Reference #4	Reference #4 Contact Information
Company Name:	Fairfax County Wastewater Management
Contact Name:	Magdalena Springer
Contact Title:	Engineer
City, State and ZIP Code:	Fairfax, VA 22035
E-mail Address:	magdalena.springer@fairfaxcounty.gov
Phone Number (ex. 555-555-5555):	703-239-8458
Contract Date:	November 7, 2016 (ongoing)
Contract Amount:	\$300K
Description of Working Relationship:	Software, Services and Training

Reference #5	Reference #5 Contact Information
Company Name:	DC Water
Contact Name:	Gert Van Der Walt
Contact Title:	Infrastructure Planning Supervisor
City, State and ZIP Code:	Washington, DC 20032
E-mail Address:	gert.vanderwalt@dcwater.com
Phone Number (ex. 555-555-5555):	(202) 787-2792
Contract Date:	September 14, 2017
Contract Amount:	\$214K
Description of Working Relationship:	Software, Services and Training

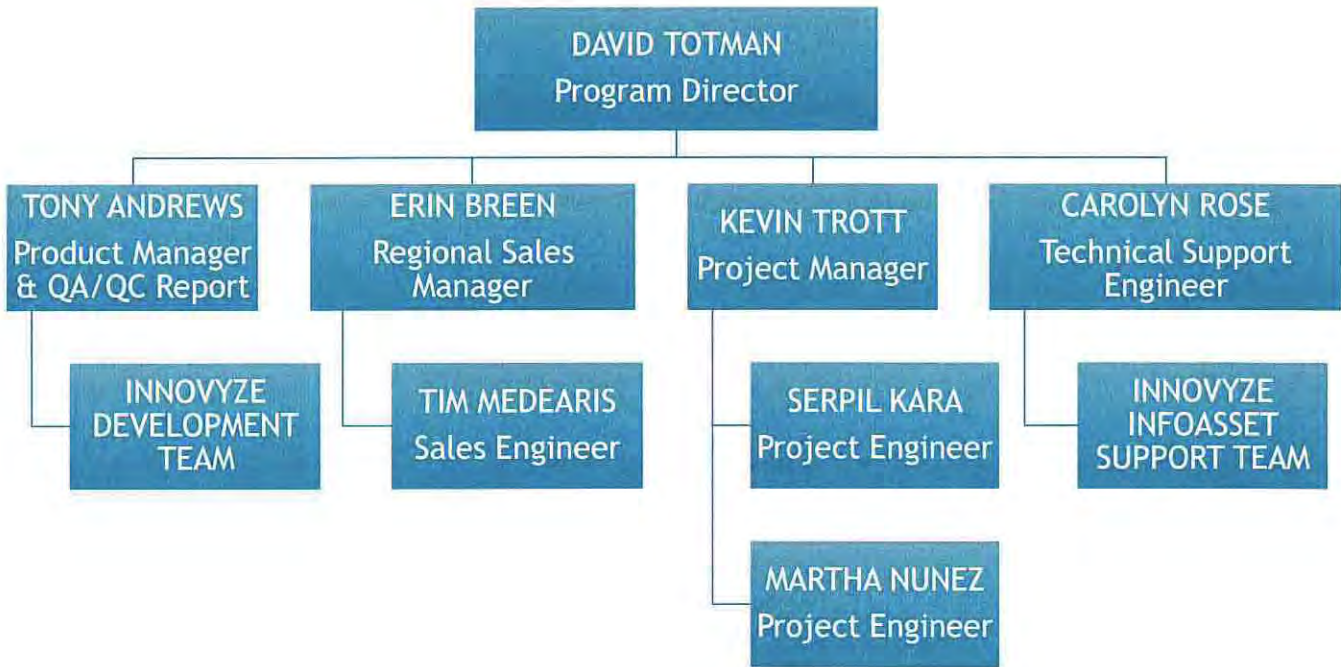
Reference #6	Reference #6 Contact Information
Company Name:	City of San Jose, CA
Contact Name:	Amanda Lei
Contact Title:	Engineer
City, State and ZIP Code:	200 E Santa Clara St, San Jose, CA 95113
E-mail Address:	amanda.lei@sanjoseca.gov
Phone Number (ex. 555-555-5555):	(408) 535-8478
Description of Working Relationship:	Software, support and training

The City of San Jose, CA provides sewer service to approximately 985,000 residents over a service area of 180 square miles. The City has 45,000 manholes and 2,200 miles of sewer with an average age of 45 years.

The City of San Jose had an historical CCTV program that was completely reactive and did not leverage their investment in CCTV and associated data to develop a holistic asset management program and rehabilitation plan. A consultant was chosen to assist with InfoMaster implementation with Innovyze as implementation partner. The City's reasons for choosing InfoMaster included its robust GIS integration, advanced data management capabilities, ability to view and manage large CCTV databases, risk profile features to support their consent decree, and long-term capital planning and budgeting functions. The City utilizes InfoMaster's pipeline condition data management and assessment tools, CCTV data management tools, failure metrics tracking and analysis capability, Risk scoring capability, "What-if planning" and scenario analysis capability, preventative and condition-based maintenance planning capability, among many other InfoMaster-specific features/functionality.

STAFFING

Innovyze has a wealth of experience in software deployments both in the United States and internationally. Our proposed organizational chart of key personnel for this project is as follows:



Innovyze team

Once this project is started, the bulk of the implementation work will be completed in two months. Continued assistance and support for the software will be provided in future years under the annual maintenance contract (InfoCare). To meet the City’s expedited timeline requirement of two months, Innovyze project engineer staff are anticipated to be necessary on site for a few weeks. Should the City require additional training or services in the future, not specified in this proposal, these can be added at an additional cost. Specific education, experience and professional credentials of key staff are included in the resumes following this section.

- **Program Director** – David Totman, Innovyze Director of Asset Management. Company officer with “buck stops here” responsibility for the project. Effort will be low but consistent and duration will be throughout the project.
- **Project Manager** – Kevin Trott, PE. Responsible for day to day details of the project, ensuring the project is on schedule and deliverables are provided to PUD’s satisfaction. Mr. Trott will be heavily involved in the project and will guide and coordinate efforts of implementation staff and developers together.

- **Product Manager** – Tony Andrews. One of our most seasoned veterans on InfoAsset implementations, he is our technical liaison between PUD and development staff. He will be instrumental in initial review of available data, data scrubbing/clean-up, and technical guidance of implementation staff. His effort on this project will be medium level, but consistent throughout the project.
- **Regional Sales Manager** – Erin Breen. Responsible for PUD’s satisfaction both with this project and with Innovyze software and responsiveness in general. Ms. Breen has been responsible for San Diego as a client for over 8 years and will continue throughout this project. She will attend meetings as needed and be involved throughout the project.
- **Technical Support Engineer** – Carolyn Rose, PE. Ms. Rose heads our support team and will be available to provide resources and support throughout the project to insure project success.
- **Project Engineers** – Serpil Kara, PE & Martha Nunez. These two engineers will perform the bulk of the project workload. Mrs. Kara and Ms. Nunez are experienced InfoAsset implementors and will work on the project from start to finish. Mrs. Kara is a local resource and will be available for on-site visits and training, as needed.
- **Sales Engineer** – Tim Medearis. Tim is an InfoAsset guru, having implemented dozens of projects and training classes throughout the United States. He has extensive knowledge into client’s needs and will oversee the project progress, as needed. He will be attending the on-site interview, should PUD invite Innovyze.

***Director of Asset
Management***

To provide industry thought leadership, company value, employee mentoring, and customer service through the infusion of technology and business process for the betterment of the water community I serve.business needs.

Mr. Totman currently provides strategic direction on the asset management suite of Innovyze products through thought leadership and vision at a global scale in both the water utilities and water resources markets through authored content, social media, and keynote presentations. He continues to provide guidance to organizations on implementation best practices of asset management via ISO-55000 standards. This involves participation in Domestic US and International Boards; currently serving as President to the Utility Engineering and Surveying Institute (UESI) of the American Society of Civil Engineers (ASCE). Mr. Totman directly works with Chief Executives and Directors from major US Cities and Ministries abroad.

Education

Arizona State University, M.S.E. in Civil Engineering, 1988

Arizona State University, B.S.E., Geological Engineering, 1985

Total Years of Experience: 31

Joined Innovyze: 2018

Related Experience

Esri: Industry Manager: Water, Public Works, AEC & Survey markets. Provided thought leadership and vision at a global scale in the water utilities and water resources markets, previously for public infrastructure, engineering, and survey fields. Provided guidance to organizations on implementation best practices of asset management via IIM, PAS-55, and ISO-55000 standards. Lead multi-million dollar marketing initiatives requiring

industry subject matter and information technology expertise. Worked directly with customers and partners to solve business problems via GIS and systems integration efforts from desktop, to web server and mobile, as well as cloud strategies. Authored content and delivered keynote addresses, social media, event management, and advertising campaigns to promote the adoption of GIS. Worked within all facets of a global software company including development, product, sales, and marketing. Participated in Domestic US and International Boards; served as the Esri Board Member to the Open Design Alliance (ODA) and Board Governor to the Utility Engineering and Surveying Institute (UESI) of the American Society of Civil Engineers (ASCE). Directly worked with Chief Executives and Directors from major US Cities and Ministries abroad. Directly supervised two staff on the Water industry marketing team.

Colorado Springs Utilities: Engineering Systems Planner/Manager, Asset Management

Initially hired as Engineering Systems Planner and quickly promoted to Manager of Asset Management with over 30 full time and contract employees. Responsible for implementing the Colorado Springs Utilities Enterprise Initiative on Asset Management using the International Infrastructure Management Manual as the framework. Prepared, managed, and communicated strategic scorecard, personnel, budget, technical, and business processes of the Section. Partnered with Colorado Springs Utilities Divisions and Departments in implementing asset management principles and technological solutions within their own business processes. Facilitated Energy Services Division and Water Services Division Asset Management Leadership Team meetings for setting priorities of Section activities and Utility regulatory compliance efforts (NERC, DIMP, SSO, etc). Orchestrated the business reorientation of GIS asset inventory, work management, and customer meter data under Asset Management umbrella for comprehensive approach to integrating infrastructure support needs with customer demand requirements. Under the title of Engineering Systems Planner, provided lead support to Section and other customers in architecting technical solutions within the ArcGIS and Maximo enterprise systems to meet business needs. Served on the Advisory Board of the School of Organizational and Professional Development within the University of Springs Utilities. Working with Human Resources, authored and taught Power Hours on Critical Thinking.

Specialization

Water distribution and wastewater collection system analysis, planning, Geographical Information System (GIS) integration and database design, hydraulic computer modeling, and software Training

Education

M.S. Environmental Engineering, University of California, Berkeley
 B.S. Civil Engineering, Loyola Marymount University, CA

Professional Registration

California C74730

Total Years Experience: 12

Joined Innovyze: 2017

Mr. Trott is the Implementation Services Project Manager for Innovyze, Inc. and is responsible for managing all Implementation Services projects. Mr. Trott specializes in model construction and calibration, operational evaluations, design support, and master planning for water distribution systems and Wastewater Collection System. In his 12 years of experience, he has built and calibrated models for utilities ranging from a service population of 10,000 to those with a service population of over 1,000,000. Mr. Trott has completed multiple water distribution system master plans which determined system deficiencies. Mr. Trott has extensive experience with water distribution system modeling software and is an expert in Innovyze InfoWater and ESRI ArcGIS software. Mr. Trott also has experience in wastewater collection system planning to determine existing deficiencies and future pipeline sizing. Since joining Innovyze, Mr. Trott has completed multiple InfoMaster Implementations, which focus on creating a risk profile, remaining useful life, and an actionable decision for each pipeline within a collection or distribution system. In addition, Mr. Trott has experience training groups of engineers, GIS specialists, and information technology staff in the use of InfoWater, InfoSewer and InfoMaster software.

Selected Project Experience

Seattle Public Utilities InfoMaster Implementation – WA: Project Manager. Mr. Trott is the project manager for the implementation of SPU’s asset management program using ArcGIS and InfoMaster. The project database was built using an ESRI file geodatabase. CCTV and CMMS information was then imported into the InfoMaster model. This information was used to create likelihood and consequence of failure scoring. Weighting factors were then utilized with the LOF and COF scores to create a risk profile for each pipeline within the system. In addition, failure deterioration models were developed using cohort methods. A Cox regression analysis was also performed. Decision logic was implemented using the risk analysis, work order history, and asset attributes to determine the best course of action for each pipeline within each system.

District of Columbia Water and Sewer Authority InfoMaster Implementation – Washington DC: Project Manager. For DC Water, Mr. Trott managed the implementation of the asset management program with Innovyze’s InfoMaster Software. The project consisted of creating two infomaster databases, one for the potable water distribution system and one for the wastewater collection system. For each system, likelihood and consequence of failure scoring was input. A risk profile was then created for each pipeline within each system by weighting each likelihood and consequence of failure. In addition, failure deterioration models were developed using cohort methods. A Cox regression analysis was also performed. Decision logic was implemented using the risk analysis, work order history, and asset attributes to determine the best course of action for each pipeline within each system.

Citizens Energy Group InfoMaster Custom Training – IN: Project Manager/Trainer. Mr. Trott created two pilot InfoMaster risk models for Citizens Energy Group in Indianapolis: one water model and one sewer model. The pilot models were created using the Citizens Energy’s GIS data. Standard likelihood and consequence of failures were created. These were used to create a risk value for each pipeline in the system. Example Failure Deterioration models and decision trees were developed. Mr. Trott then trained Citizen Energy staff on the use of InfoMaster for both potable water distribution systems and wastewater collection systems. During the training, Citizens Energy staff and Mr. Trott collaborated to plan the expansion of the pilot models to Citizens Energy’s entire water distribution and wastewater collection systems. Citizens Energy then expanded the pilot models to their entire system and created their own decision logic based on the training received from Innovyze.

Specialization

Water distribution and wastewater asset management, collection system analysis, planning, Geographical Information System (GIS), integration and database design, implementation services and software training.

Education

B.S. Geology, University of Gloucestershire

Total Years Experience: 30

Joined Innovyze: 2000

Mr. Andrews is the InfoAsset Product Manager for Innovyze, Inc. His responsibilities include defining and executing the InfoAsset product roadmap for asset management solutions; provide industry domain and subject matter knowledge and experience to enable the delivery of those commercial solutions to the water and wastewater industry. Mr Andrews has over 30 years of experience working solely in the water industry either as a research hydrologist, consultant, and software professional specializing in the application of hydrological and hydraulic modeling, Geographical Information Management systems, Building Information Modeling and Asset Management. During his career he has been involved in many projects ranging from capacity building for hydrological research in the SADC countries in Africa, to defining the asset management requirements for drainage at Highways England, to the implementation of asset management, GIS and hydraulic/hydrological systems at water and wastewater organizations across the world. Mr Andrews has extensive experience in multiple GIS platforms with emphasis on Esri ArcGIS having worked for Esri UK and is of course the leading expert on Innovyze’s InfoAsset and InfoWorks asset management and hydraulic modeling solutions. Mr Andrews worked for 10 years as the Technical Director at Wallingford Software (now Innovyze) before moving to Bentley Systems where for 8 years he was the company’s Solution Executive for Water and Wastewater, leaving there to re-join Innovyze in January 2018 as the Product Manager for Innovyze’s InfoAsset asset management products, solutions and services.

Selected Project Experience

Marin Sanitary District #2 – Corte Madera: Product Manager. Mr. Andrews is the product manager and assisted with the implementation of Corte Madera’s operational asset management system using InfoAsset Manager, InfoAsset Mobile, and InfoAsset Online. The centralized asset data and information management system was built using data and information provided by the district. The centralized system is managed using InfoAsset Manager with the utility choosing to store their data in Innovyze’s proprietary Workgroup database. The system is asset centric as it includes the district’s collection network gravity mains and manholes infrastructure, valves, pumps and pump stations, as well as associated inspections (pipeline and manhole CCTV, GPS, acoustic, manhole surveys, FOG), interventions (repairs, cleans). The District will be using the system to comply with the requirements outlined by CalOES under a consent decree. In addition, InfoAsset Manager and Mobile is used by the District as its computerized maintenance management system to prioritize, schedule, dispatch and complete work in the field. With some assistance from Innovyze, the InfoAsset asset management system was configured on site by the District’s staff specifically to support their preferred business and data work-flows, with for example work orders and data entry forms created by operations staff for use on tablets in the field. Work orders scheduled in InfoAsset Manager are completed in the field using InfoAsset Mobile which are then synchronized back in the office once completed. Extensive CCTV, manhole inspection and cleaning programs are managed in the system with data and associated documentation, video and other media files collected during field surveys and inspections updating the system daily. All of this activity and associated data and information is then shared and disseminated throughout the organization to other departments using Innovyze’s web-based viewer InfoAsset Online.

Western Virginia Water Authority: Product Manager and Principle Implementation lead. Mr Andrews provided assistance to migrate from Infor Datastream, which was the Authority’s incumbent CMMS, to InfoAsset Manager

and InfoAsset Mobile. The system has now been operational at the Authority for 10 years with 36 users ranging from customer services, to engineering, operations and field maintenance crews. The system has been used for mapping and capturing assets, pipeline and manhole condition monitoring, updating GIS and asset register, hydraulic model build, verification and calibration, DMA analysis, leak detection, monitoring and intervention, and capital investment and improvement programs. Over 1 million work orders have been raised in the office or in the field and completed by field crews, with no loss of data or information during this period. The system has experience un-planned downtime for around 6 hours during the 10 years. The centralized data and information held in their asset management system is accessible by anyone in the utility and is considered a mission critical business system for the Authority.

Veolia Water North America: Product Manager and Principle Implementation lead. Mr. Andrews provided Veolia Water North America both domain knowledge and technical assistance to transition from their incumbent asset management system iCOMM, which was used on all their water and wastewater asset management projects, to Innovyze's InfoAsset asset management solution. All software and data for over 50 operational systems are hosted by Veolia at their National Operations Center (NOC), with each of the 50 communities gaining access to the system via a wide area network using Citrix. It is fast and easy and therefore low cost for Veolia to roll-up a new community on the system, leveraging all of the implementation and configuration experience they have learned over the past 10 years this system has been operational. Veolia Water North America offer these communities asset management services that include pipeline and manhole condition management and monitoring, field operations and maintenance activities to keep water and wastewater networks functioning with well over 2 million work orders raised and completed in the system by over 200 field crews.

Specialization

Water distribution and wastewater collection system analysis, planning, Geographical Information System (GIS) integration and database design, hydraulic modeling, and asset management for domestic and international utility and consulting clients.

Education

B.S. in Civil Engineering,
University of Illinois at Urbana-Champaign

Professional Registration

FE

Total Years of Experience: 14

Joined Innovyze: 2010

Professional Associations

ASCE, AWWA, WIE

As a Regional Sales Manager with Innovyze, Ms. Breen is responsible for managing client relations with regards to Innovyze river/water/wastewater asset management and hydraulic modeling projects including GIS data review, model conversion, model build, model update, software training, and technical support. She has a background in hydraulic modeling and asset management and works directly with clients throughout California to maintain long-term satisfaction and successful project implementation.

Ms. Breen has a Bachelor of Science in Civil Engineering from the University of Illinois at Urbana-Champaign. Before joining Innovyze, Ms. Breen worked for MWH Global as a water resources engineer, working for clients in the Midwest. She currently resides in Los Angeles, CA so as to maintain close proximity to her Innovyze clients. She has over 14 years of experience in asset managements and modeling of both water and sewer systems. She works directly with San Diego as an existing client and has a strong relationship with the current staff.

Relevant Water/Wastewater Hydraulic Modeling & Asset Management Project Experience:

- **Alameda, CA**
- **Anaheim, CA**
- **Arcadia, CA**
- **Boulder, CO**
- **Castaic Lake Water Agency, CA**
- **Chula Vista, CA**
- **Downey, CA**
- **DWSD (Detroit), MI**
- **East Valley Water District, CA**
- **Eastern Municipal, CA**
- **EBMUD, CA**
- **EVWMD, CA**
- **Golden State Water Company, CA**
- **Irvine Ranch Water District, CA**
- **City of Los Angeles, CA**
- **LADPW, CA**
- **LADWP, CA**
- **Las Vegas Valley Water District, NV**
- **Orange County Sanitation District, CA**
- **Riverside, CA**
- **Santa Ana, CA**
- **San Diego, CA**
- **More...**

Specialization

Water distribution and wastewater collection system analysis, planning, Geographical Information System (GIS) integration and database design, hydraulic computer modeling, and software Training

Education

B.S. Civil Engineering,
University of Central Florida, 2006

Total Years' Experience: 11

Joined Innovyze: 2013

Mrs. Rose is the Technical Support Manager for Innovyze, Inc. and is responsible for managing the technical support team. Mrs. Rose specializes in model construction and calibration, design support, and master planning for water distribution systems and wastewater collection system. Mrs. Rose has completed multiple water distribution and wastewater collection system master plans which determined system deficiencies. Mrs. Rose has experience with water distribution system modeling software and is an expert in Innovyze InfoWater and ESRI ArcGIS software. Mrs. Rose also has experience in wastewater collection system planning to determine existing deficiencies and future pipeline sizing. Since joining Innovyze, Mrs. Rose has become proficient in Innovyze's Integrated Catchment modeling (ICM), InfoSWMM, and InfoSewer software and has completed multiple implementation projects using InfoSWMM and InfoSewer. In addition, Mrs. Rose has experience training groups of engineers, GIS specialists, and information technology staff in the use of InfoWater, InfoSewer, InfoSWMM and ICM software.

Selected Project Experience

City of Santa Clara Potable Water Model: Project Manager. Mrs. Rose was the project manager for the implementation of the City's InfoWater

Model utilizing the latest GIS information. The system consists of five pressure zones which are supplied by groundwater, the SFPUC, and Santa Clara Valley Water District. During the project Mrs. Rose created the model, assigned water use demands, and verified the model results against field data provided by the City. Mrs. Rose developed the model build manual to enable the City to continue to update their model based on future improvements.

City of Sacramento: Project Manager. For the City of Sacramento, Mrs. Rose is the project manager for the implementation of the asset management program with Innovyze's InfoMaster Software. The project consists of creating three info master databases, one for the potable water distribution system, one for the drainage system and one for the wastewater collection system. For each system, likelihood and consequence of failure scoring are being input. This project is ongoing. Next steps are to create a risk profile and develop decision logic for the City's use.

City of Tacoma: Project Engineer. Mrs. Rose was the project engineer for Tacoma's implementation of their asset management program with Innovyze's Info Master Software. The project evaluated the City's wastewater collection system. For each system, likelihood and consequence of failure scoring was input. A risk profile was then created for each pipeline within each system by weighting each. Failure Deterioration models were also developed using the life cycle curves provided by the City. Decision logic was added to the risk models, which allowed the City to prioritize its capital improvement planning process. Mrs. Rose assisted in the training of the City's staff on the use of the InfoMaster software.

City of Escondido: Project Manager and Project Engineer. Mrs. Rose is the project manager and engineer for the implementation of the implementation of the City's InfoSWMM Model utilizing the latest GIS information. The system consists of reviewing the City GIS information, model setup, allocating DWF, creating scenarios, and verifying model results by field data provided by the City. The project is ongoing. Next Steps are to allocate DWF based on metered information and a return rate and verify model results. Mrs. Rose will also train the City's staff on using the InfoSWMM software.

Specialization

Specialized in planning of water, recycled/non-domestic water, and wastewater systems. Hydraulic Modeling, Water and Sewer GIS, Water System Planning, Wastewater Planning, Recycled Water, Water Resources, Capital Improvement Plan Development, CCTV Inspections, Master Plan Reports

Education

MBA, Master of Business Administration,
Point Park University, Pittsburg, PA
M.S. Civil Engineering
Istanbul Technical University IST, Turkey
B.S., Civil Engineering,
Istanbul Technical University IST, Turkey

Professional Registration

EIT, PACP/MACP/LACP

Total Years Experience: 15

Joined Innovyze: 2014

Certifications

NASSCO, SSOs Orange County WDR,
Mixing Water Storage Tanks,
Well Pump Engineering,
Environmental and Water Resources

As a support technical engineer with Innovyze, specialized in planning of water, recycled/non-domestic water, and wastewater systems. As a NASSCO certified pipeline assessor, conducting pipeline assessments and providing rehabilitation and replacement recommendations for the collection systems of several cities. These recommendations form the basis of the Sewer System Rehabilitation Plans of these agencies. Developing complete calibrated system hydraulic models as part of water, recycled water, and wastewater master plans, and special projects for numerous agencies. Ms. Kara serves as the instructor in the United States for Innovyze’s comprehensive training programs in the following products: InfoWater, InfoWater UDF, InfoSurge, InfoSewer, InfoSWMM, InfoMaster, InfoWorks ICM.

Project Experience

Water & Wastewater System Planning

City of Carlsbad: Project Engineer/Trainer. Mrs. Kara was the project engineer for Carlsbad’s implementation of their asset management program with Innovyze’s InfoMaster Software. The project consisted of creating two InfoMaster databases, one for the potable water distribution system and one for the wastewater collection system. For each system, likelihood and consequence of failure scoring was input. A risk profile was then created for each pipeline within each system by weighting each. Failure Deterioration models were also developed using the life cycle curves provided by the City. Decision logic was added to the risk models, which allowed the City to prioritize its capital improvement planning process. Mrs. Kara trained the City on the use of the software. Training was customized to meet the City’s specific needs.

San Francisco Public Utility Commission (SFPUC) - CA: Project Engineer/Trainer. Mrs. Kara was the project engineer for the SFPUC InfoWater and InfoMaster Implementation. An InfoWater model was created using SFPUC’s updated GIS data. During the course of the project Mrs. Kara created the model, assigned water use demands, and verified the model using data provided by SFPUC. A custom InfoMaster Water training for was completed for SFPUC. A pilot model was created using a portion of the SFPUC’s water GIS database. The demo model included likelihood of failures, consequence of failures, risk analysis, valve criticality analysis, example failure deterioration models, and a basic decision tree. This customized training allowed the SFPUC to have an excellent starting point to rebuilding their asset management program within InfoMaster.

Suburban Water West Covina (SWWC): Project Engineer/Trainer. Mrs. Kara created a custom InfoMaster Water training for the Suburban Water Systems. A pilot model was created using SWWC’s water GIS database. The demo model included a sample of likelihood of failures, consequence of failures, risk analysis, example failure deterioration models, and a basic decision tree. This customized training allowed the Suburban Water Systems to have an excellent starting point to building their new asset management program.

Specialization

Project planning, and implementation mainly for the water industry. Asset management with ArcGIS based Software (InfoAsset Planner) and workgroup based software (InfoAsset Manager, Mobile and Online). Water treatment analysis distribution and wastewater collection system analysis and planning.

Education

M.S. Environmental Engineering, Colorado State University, CO

B.S. Chemical and Biological Engineering, Colorado State University, CO

Total Years Experience: 3

Joined Innovyze: 2018

Ms. Nunez is a recent hire to the Technical Support team at Innovyze. During her time in the company, her focus has been on InfoMaster and InfoWater implementation projects. Ms. Nunez has a B.S. Chemical and Biological Engineering and a M.S. in Environmental Engineering. She has a wide experience on water treatment research projects, many of which she has led. During her professional career she has focused on project planning, for a variety of projects. At Innovyze, Ms. Nunez has specialized in Innovyze’s Asset Management software: InfoAsset Manager, InfoAsset Planner, InfoAsset Mobile, and InfoAsset Online.

Ms. Nunez had a one-year experience as a Project Engineer in a company that develops air monitoring systems for power plants and refineries. Her roles included leading the design, building, and configuration of the systems based on customer requirements. Ms. Nunez is passionate about working in the water industry which led her to work at Innovyze. She has participated on several activities with the RMSAWWA young professional’s group.

Selected Project Experience

InfoMaster Implementation for Seattle Public Utilities - WA: Project Engineer. Ms. Nunez developed an InfoMaster model for SPU’s wastewater collection system. Ms. Nunez used several InfoMaster tools to create consequence of failures (COF) and likelihood of failures (LOF). These LOF and COF scores were used to create a risk analysis based on SPU’s specifications. Many of InfoMaster’s most complex

tools were used to preprocess SPU’s data to generate a custom rehab plan based on PACP defect code severities. The decision logic used in SPU previous asset management tool was rebuilt within the InfoMaster Risk Model. This logic provides an individual action for each pipeline within the within SPU’s wastewater collection system.

InfoAsset Manager and Mobile Implementation for Marin Sanitary District #2 - CA: Project Engineer. Ms. Nunez developed an InfoAsset Manager workgroup database for Marin Sanitary District #2 (Corte Madera) wastewater collection system. Ms. Nunez used several InfoAsset Manager tools to import the appropriate data and organize the backend database. Once InfoAsset Manager was setup, Ms. Nunez setup a SQL database and installed InfoAsset Mobile Desktop. Next, InfoAsset Manager was connected to InfoAsset Mobile. Field forms were created for InfoAsset Mobile. In addition, Ms. Nunez setup Corte Madera’s InfoAsset Online system by connecting the website to the backend database.

Laboratory Analysis Deammonification system for Metro Wastewater Reclamation District: Ms. Nunez worked as a laboratory leader at Colorado State University. Ms. Nunez worked with a team of research professionals to evaluate the performance of Kruger’s AnitaMox system prior to its application at MWRD. Ms. Nunez managed the laboratory group during process control, O&M, logistics, and data collection and analyses. Ms. Nunez made decisions to maintain process stability and achieve maximum removal efficiency. Ms. Nunez communicated data analyses to CSU supervisors, the MWRD team, and graduate students under her supervision.

Stormwater Treatment for Joint Base Elmendorf-Richardson (JBER): Ms. Nunez led a research project to determine the best practice to manage the aircraft deicing fluid (ADF) contaminated stormwater runoff at JBER. The primary aim was to reduce the chemical oxygen demand (COD) at the main outfall to EPA standards. Ms. Nunez selected the subsurface constructed wetland technology as the most economical option that best suited JBER’s conditions on base (average monthly temperatures, precipitation, available land, etc). Ms. Nunez provided JBER with recommendations on wetland design based on experimental data of COD degradation rates.

Specialization

Innovyze asset management software implementation and support. Technical demos for InfoMaster and InfoNet. Conducts custom and standard trainings for InfoMaster, InfoNet, and InfoWater

Education

M.S. Civil Engineering, Colorado State University

B.S. Environmental Engineering, Colorado State University

Professional Registration

Colorado EIT

Total Years of Experience: 2

Joined Innovyze: 2016

Mr. Medearis is a Product Specialist within the Support and Implementation Services team at Innovyze, Inc. Mr. Medearis’s speciality is Innovyze’s asset management software, specifically InfoMaster and InfoNet. His time is divided into product support and training, client implementation services, and product management and testing. Mr. Medearis has completed multiple InfoMaster Implementations, which focus on creating a risk profile, remaining useful life, and an actionable decision for each pipeline within a collection or distribution system. His 2+ years of work at Innovyze, has also included work with hydraulic modeling software such as InfoWater and extensive experience with ESRI ArcGIS software. Before beginning his work at Innovyze, Mr. Medearis studied industrial wastewater treatment and hydrology at Colorado State University.

Select Project Experience

DC Water and Sewer – DC: Project Engineer/Trainer. Mr. Medearis was the project engineer for DC Water’s implementation of their asset management program with Innovyze’s InfoMaster Software. The project consisted of creating two infomaster databases, one for the potable water distribution system and one for the wastewater collection system. For each system, likelihood and consequence of failure scoring was input. A risk profile was then created for each pipeline within each system by weighting each

likelihood and consequence of failure. In addition, failure deterioration models were developed using cohort methods. A Cox regression analysis was also performed. Decision logic was implemented using the risk analysis, work order history, and asset attributes to determine the best course of action for each pipeline within each system. Mr. Medearis then trained DC Water and Sewer in the use of InfoMaster asset management software. Topics included project database creation, risk analysis, rehabilitation planning, connection to other data sources, and exporting of results. Mr. Medearis also wrote all summary documentation for this project so DC Water could easily keep their model up-to-date moving forward. InfoMaster Sewer and Water projects were created according to DC Water specification and implemented to their network.

Allegheny County Sanitary Authority (ALCOSAN) - PA: Trainer. Mr. Medearis created InfoNet training materials and trained the Authority and AECOM on the use of InfoNet software. Topics included creating the basemap, importing CCTV data, importing work order, creating and exporting work orders, and creating SQL queries to perform custom operations.

San Francisco Public Utility Commision (SFPUC) - CA: Project Engineer/Trainer. Mr. Medearis created a custom InfoMaster Water training for SFPUC. A pilot model was created using a portion of the SFPUC’s water GIS database. The demo model included likelihood of failures, consequence of failures, risk analysis, valve criticality analysis, example failure deterioration models, and a basic decision tree. This customized training allowed the SFPUC to have an excellent starting point to rebuilding their asset management program within Infomaster.

City of Meridian - ID: Project Engineer/Trainer. Mr. Medearis created a custom InfoMaster Sewer training for the City of Meridian. A pilot model was created using a portion of the City’s sewer GIS database. The demo model included a sample NAASCO PACP import, likelihood of failures, consequence of failures, risk analysis, example failure deterioration models, and a basic decision tree. This customized training allowed the City to have an excellent starting point to building their new asset management program.

SYSTEM IMPLEMENTATION PLAN AND SCHEDULE

Implementation Services

Innovyze shall meet with EPM staff to identify program goals, discuss current operating practices and various rehabilitation methods used. Throughout the implementation, Innovyze shall set-up user permissions and connect PUD's geodatabase with the product. Innovyze will import PUD's CCTV data into the toolset and map to the media files available.

If desired, Innovyze shall populate CoF and LoF rankings determined by EPM. Specific scoring is to be determined by EPM. Using PUD's methodology, Innovyze shall set-up the tool with PUD-specific decision tree and rehabilitation plan criteria.

Project Organization and Responsibilities

This section discusses the project team and team member responsibilities. Martha Nunez and Serpil Kara will be the Project Engineers and as such, will be responsible for the InfoAsset Implementation and the creation of the training materials. Tim Medearis will be the InfoAsset QAQC Engineer and as such will oversee verification of the InfoAsset implementation and training materials. In addition, the product manager, Tony Andrews, will assist with InfoAsset QAQC. Kevin Trott will be the Innovyze Project Manager and will be in charge of reviewing and testing the models, reviewing training materials and reports, and coordinating with City staff.

Status Updates

Throughout the project, Innovyze will send monthly progress updates to the primary point of contact at City. These status updates will ensure that the project stays on schedule, any unforeseen issues addressed in a timely manner, and that the final risk/rehabilitation model is built to the City's standards. These emails will, at minimum, include the following information:

- Work completed previous month
- Work planned for next month
- Open issues
- Status of deliverable and milestones

In addition, bi-weekly conference calls will be held, starting two weeks after the kickoff meeting. The date and time of the bi-weekly conference calls will be determined during the kickoff meeting.

Scope of Work

Innovyze will implement and integrate the software with its components on the City's network. Connection to the City's GIS will be made in a way to minimize duplication of data to the extent possible. Links to files (e.g. CMMS, CCTV stills or videos) will be made where they are centrally stored and accessed by multiple software systems. Innovyze will work with the City to finalize the database storage approach and develop the business rules for managing modeling scenarios and versions. The software will be implemented using the City's data by Innovyze. The model build consists of two tasks:

- Task 1 – Project Initiation and Management
 - Task 1.1 – Project Work Plan
 - Task 1.2 – Project Management
 - Task 1.3 – Data Review
- Task 2 – InfoAsset Manager Setup
 - Task 2.1 – InfoAsset Manager Database Preparation
 - Task 2.2 – InfoAsset Manager Implementation
 - Task 2.3 – InfoAsset Manager Configuration
- Task 3 – InfoAsset Planner Custom Training Model Setup
 - Task 3.1 – Import InfoAsset Manager Model
 - Task 3.2 – InfoAsset Planner Custom Training Model Setup
- Task 4 – Documentation
 - Task 4.1 – Documentation
- Task 5 – Training

This section discusses the tasks associated with the implementation process.

Task 1: Project Initiation and Management

The purpose of this Task is to provide the overall framework for the project, provide status updates, maintain the project schedule., and provide feedback on existing data.

Task 1.1 - Project Work Plan

Innovyze will submit a project work plan describing roles and responsibilities, work to be completed, installation requirements, testing and acceptance protocols, and product maintenance. One set of edits will be completed following receipt of comments and a final report will be submitted. Innovyze will develop a project work plan to document the following:

- Work breakdown structure
- Project team, roles and responsibilities
- Implementation plan
- Discussion of tasks required to complete implementation of InfoAsset
- Schedule
- Dates of major milestones
- Installation requirements
- Training requirements
- Testing plan
- Product maintenance and support

Task 1.2 - General Project Management

Innovyze will coordinate bi-weekly status conference calls and monthly summary reports. The status calls will review the work completed to date and the proposed next steps. The monthly reports will summarize the work completed to date and identify the work completed within the last month.

Task 1.3 – Data Review

At the outset of the project, Innovyze will schedule a kickoff meeting via conference call. The kickoff meeting will review all Tasks of the project. The key goals of this meeting are to:

- Introduce the Innovyze project manager and team.
- Review project objectives, scope and schedule.
- Review initial data question/survey.
- Identify and clarify current and future uses of the software.

During the kickoff meeting Innovyze will work with the City to review document requirements, develop desired workflows, review any outstanding data issues and further requirements, and collect and exchange required data. To facilitate input and ensure that the final product will be in line with the City's expectations, Innovyze recommends inviting the appropriate staff members and senior management from the engineering, information technology, planning, and field operations departments. Existing procedures, priorities, and knowledge specific to the City's collection system will be discussed during the kickoff meeting.

Items related to the collection system to be provided by the City at least two weeks prior to the kickoff meeting are listed below:

- CCTV data and associated PACP database (usually available as an export from the CCTV vendor's proprietary software) or other standardized defect codes. Note that due to the size of CCTV videos, only a small sample is requested (ten or less).
- Available GIS data including:
 - Sewer collection system
 - Collection System Pipeline inventory: age, diameter, and material type
 - Break or SSO history – general work orders
 - Creeks, rivers, and streams
 - Railroads
 - Building footprints
 - Street centerlines with street names

- Water bodies
- Any additional data the City may wish to include in within InfoAsset Manager.

A technical memorandum (TM1) will be provided summarizing any issues found in the data and recommendations to address those issues. In addition, the technical memorandum will identify the specific data which will be included in the models. Note that some data identified for inclusion in the InfoAsset Manager model might not be included in the InfoAsset Planner model. Two City reviews are anticipated and two conference calls will be held to discuss the data reviews. Innovyze will work with the City to resolve any “gaps” or missing data.

Task 1 Deliverables:

- Draft Work Plan (50% completion of Task 1.1)
- Final Work Plan (100% completion of Task 1.1)
- Task 2 Completion (100% completion at project closeout)
 - Monthly Status Updates
 - Bi-Weekly Status Conference Calls
- Kickoff Meeting Minutes (25% completion of Task 1.3)
- Technical Memorandum 1 – Data Review (50% completion of Task 1.3)
- Remaining 25% completion of Task 1 upon completion of Task 2

Task 2: InfoAsset Manager Model Setup

The purpose of this task is to implement the InfoAsset Manager Model for the City’s collection system.

Task 2.1 – InfoAsset Manager Database Preparation

Before the InfoAsset Manager model can be created, the database must be prepared. Innovyze will complete the following steps to prepare the InfoAsset Manager database:

- Configure the Workgroup Data Server (WDS)
- Prepare the database for data import (set standards, units, projection, etc.)
- Create pre-import data flags

Preparing the database will allow Innovyze to identify issues that may occur during the import process. Once the database is prepared, the InfoAsset Manager Implementation process can begin.

Task 2.2 – InfoAsset Manager Implementation

Innovyze will work remotely to review and pre-process data, convert GIS data and create the InfoAsset Manager database. The data identified in Task 1 will be imported into InfoAsset Manager. The data to be imported will include, but is not limited to, the following:

- Manholes
- Gravity mains
- Forcemains
- CCTV data
- CMMS data
- Additional data as identified in Task 1

Once the data is successfully imported, Innovyze will complete validation checks to verify the integrity of the imported data. Examples of validation checks are connectivity checks, invert checks, etc. Innovyze will work with the City to correct data that fails to import, or fails the validation checks.

Task 2.3 – InfoAsset Manager Configuration

Once the data has been successfully imported into InfoAsset Manager, Innovyze will collaborate with the City to configure InfoAsset Manager to meet the City’s needs. This configuration may include the creation of queries, work order management, and CCTV data management. In addition, InfoAsset Manager shall be configured to allow for seamless import into the InfoAsset Planner model.

Task 2 Deliverables:

- Implementation InfoAsset Manager (100% completion of Task 2)

Task 3: InfoAsset Planner Custom Training Model Setup

The purpose of this task is to create a base model for the InfoAsset Planner’s Custom Training utilizing City’s collection system.

Task 3.1 – Import InfoAsset Manager Model

Once the InfoAsset Manager model has been created successfully, it will be imported into InfoAsset Planner. Innovyze will review the import process and verify that the appropriate data is successfully imported. Any data that is not successfully imported will be reviewed by Innovyze and corrected during a subsequent import.

Task 3.2 – InfoAsset Planner Custom Training Model Setup

Innovyze will build the InfoAsset Planner Sewer model based on the data imported from the InfoAsset Manager model. Basic CoF and LoF factors will be incorporated utilizing Innovyze’s standard training methodology and background layers provided by the City. All weighting factors and exponents of the risk equation will be assumed equal to 1.0 and risk factor determination will be based on assuming factors for CoF and LoF levels. This initial weighting establishes a baseline for comparison with any current or previous condition assessments, and also future refinements.

Innovyze will develop three standard risk scenarios to support sensitivity testing for weighting factors and the effects of combinations of LoF and CoF. Innovyze will incorporate its standard built-in decision tree (flow chart) to analyze asset-by-asset pipe data for prioritization.

This task assumes City staff will make all decisions about rankings, relative weightings, breakpoints, scores, multipliers, and exponents.

Task 3 Deliverables:

- InfoAsset Planner Sewer Risk Model for Custom Training (100% completion of Task 3)

Task 4: Documentation

The purpose of this task is to provide documentation for the City to continue to review and manage their collection system infrastructure data in ways not previously achievable and to train the City in the use of both InfoAsset Manager.

Task 4.1 – Documentation

Once Task 2 has been completed, Innovyze will submit a project summary report (TM2) describing all work completed, assumptions made, and recommended steps for future applications and maintenance of the model. One set of edits will be completed following receipt of comments and a final report will be submitted. The final report will include information on:

- Data used and the fields imported from each data source

- Techniques used for importing data into the models
- Techniques used to check the data and what kinds of corrections were made
- List of data queries and query sets created to assist in the model builds
- Missing data that may be included in future updates

Innovyze will also create a Model Update Manual to enable fast and reliable model updates. The update procedures will be created by an experienced Innovyze modeling specialist, and checked by a full QA\QC process to ensure clear instructions and successful use. The Model Update Manual will include the following topics:

1. Importing new data
2. Updating existing data
3. Deleting inapplicable data
4. Validation methods
5. Rerunning analysis

One set of edits will be completed following receipt of comments and a final manual will be submitted.

Task 4 Deliverables:

- Draft Technical Memorandum 2 – Project Summary Report
- Draft Model Update Manual
- Final Technical Memorandum 2 – Project Summary Report
- Final Model Update Manual

Task 5: Proposed Training

Upon contract approval, Innovyze shall provide software, implementation and arrange to train EPM on the use of their InfoAsset software using PUD’s data. Innovyze shall provide a customized onsite course that maximizes the use of existing PUD’s data and resources so that EPM staff can become acquainted with the software while learning and reviewing the intricacies of PUD’s system. Innovyze shall populate PUD’s CCTV review and risk assessment tool with PUD’s data so that it can be used in the training sessions. Innovyze shall document the building process in a technical memorandum.

Innovyze shall conduct the training in a custom on-site course and EPM’s facility. Innovyze shall provide files and related data based on PUD’s system as related to the modules being taught during the respective training course.

Task 5.1: InfoAsset Manager Training

Innovyze will spend two days onsite configuring InfoAsset Manager and training up to twelve (12) City staff on the operation and features of InfoAsset Manager, to include the following:

- Install InfoAsset Manager on City computers and load database
- Integrate InfoAsset Manager with existing City data
- Finalize configuration for forms, tables, reports, and units
- Define an inspection request and setup a work order
- Validate the results of the completed inspection, updated collections system network (assets alignment and condition)

The Task 5 training will enable City staff to use InfoAsset Manager to create specific queries, import new data, update existing data, and prepare the InfoAsset Manager model for import into InfoAsset Planner.

The City will provide a training room and computers for up to eight staff members. Innovyze will provide any necessary temporary Innovyze training licenses for up to twelve staff members at no cost.

Task 5.2 – InfoAsset Planner Custom Training

Innovyze will spend two days onsite configuring InfoAsset Planner Suite and training up to twelve (12) City staff on the operation and features of InfoAsset Planner, to include the following:

- Install InfoAsset Planner Suite on City computers and load database
- Integrate InfoAsset Planner Suite with InfoAsset Manager model
- Finalize configuration for forms, tables, reports, and units
- Populate template rehab logic flowchart & provide training for future revisions

The Task 5 training will enable City staff to use InfoAsset Planner to determine the recommended action to implement (repair, rehabilitate, replace, etc.), the construction costs of implementing such actions, and a prioritization of actions. Time will be allotted for practice with displaying results with GIS-based thematic maps, shifting weighting factors for sensitivity analysis, and setting up rehabilitation phasing. One or more Innovyze staff will participate in the training.

The City will provide a training room, ArcGIS licenses (Innovyze can provide temporary ArcGIS licenses upon request), and computers for up to eight staff members. Innovyze will provide any necessary temporary Innovyze training licenses for up to twelve staff members at no cost.

Project Schedule

To ensure the project is completed in a timely manner, the schedule located in Appendix A will be utilized. This schedule covers the project from start of the kick-off meeting to the delivery of the final report. Below are a list of project milestones and dates that will directly impact the delivery timeline for the risk model:

- Week 1 – Delivery of Draft Project Plan
- Week 1 – Kickoff Meeting
- Week 1 – Delivery of Kickoff Meeting Minutes
- Week 2 – Delivery of Final Project Plan
- Week 2 – Delivery of Technical Memorandum 1 - Data Review
- Week 4 to 5 – Innovyze Staff Onsite for Two Weeks
- Week 5 – Delivery of Draft InfoAsset Manager Model
- Week 5 – InfoAsset Manager Training
- Week 6 – Start of Acceptance Testing Period
- Week 7 – Delivery of Draft Technical Memorandum 2 - Project Summary Report
- Week 7 – Delivery of Draft Model Update Manual
- Week 8 – InfoAsset Planner Custom Training
- Week 8 – End of Acceptance Testing Period
- Week 8 – Completion of InfoAsset Manager Remedy Period
- Week 10 – Delivery of Custom InfoAsset Planner Sewer Risk Model
- Week 10 – Delivery of Final Technical Memorandum 2 - Project Summary Report
- Week 10 – Delivery of Final Model Update Manual

- Week 10 – Project Closeout

Note that this schedule assumes City review of document deliverables within three days of receipt. In addition, due to the strict timeline, Innovyze will require VPN access to the City’s server for the duration of the project. In addition, City staff should be available during the two-week period that Innovyze staff will be onsite to implement.

Product training is typically planned to be conducted immediately following installation and implementation services.

Training Requirements

The City will be responsible providing appropriate facilities to conduct the InfoAsset Manager and Planner Training. The training facilities should be equipped with the following items:

- A minimum of eight computers
- ArcGIS installed
- Television or projector for instructor to display information from an Innovyze Laptop

Innovyze will provide the following:

- InfoAsset Manager Training Materials
- InfoAsset Planner Training Materials
- Temporary InfoAsset Licenses

Quality Assurance Plan

The City will be responsible for all user acceptance testing. User acceptance testing will cover InfoAsset Manager setup and configuration, data imports, and SQL queries. The City will also be testing the data to be migrated or converted from legacy systems and models. Innovyze will assist the City in developing a quality screening process to be used during testing and provide the City with best practices for testing InfoAsset Manager.

The City will be performing quality checks, including:

- System integration testing verification
- Verification of performance benchmarks

- Check the data conversion process, scoring the margin of error

Change Order Plan

Innovyze does not expect change orders to occur during the process of this implementation. However, change orders may be required for items out of the current scope of work. A few items that may require a change order are as follows:

- Full InfoAsset Planner implementation
- Any scripting (“Ruby scripts”) not identified in the RFP Attachments

If a change order is required, Innovyze will submit a Scope of Work, budget and schedule for the proposed change order. Appropriate staff will be identified in the submittal. Budgets will be created based on Innovyze’s Implementation Staff rates, as follows:

- Project Engineer - \$150 per hour
- Project Manager - \$185 per hour
- QAQC Engineer - \$185 per hour
- Development - \$185 per hour

Product Maintenance and Support

Innovyze support personnel are engineers and scientists with backgrounds in hydraulics (i.e. software users), and experts in the functionality of the software and background theory. An escalation process within our online support portal allows the most difficult tickets to have the best available resources assigned while managing the ticket priority. According to our software maintenance and support agreement, Innovyze support staff will be available during normal business hours.

During the implementation phase, Innovyze will be working closely with City staff to configure the solution for this project. Also, Innovyze support personnel will assist with the installation of InfoAsset at the start and the optimum system configuration.

The Innovyze support can be contacted via the online support portal system, email, or by phone. The online support system at support.innovyze.com is available to clients with current InfoCare maintenance contracts. This system is a login system that allows users to create a user name and password. The user can then submit support tickets and

monitor the progress of the ticket within the online system. Contacting Innovyze support via email will generate a support ticket which will be assigned to an Innovyze Support Personnel. When users contact Innovyze support by phone, the Innovyze support personnel manually create a ticket. Support ticket progress once logged can be monitored for tickets created via email or phone.

Support cases that should be escalated directly to Innovyze support personnel include:

- Software installation
- Software updates
- Licensing renewal
- Creating appropriate permissions for users to connect to source data
- Interface and usage questions
- Feature explanations
- Troubleshooting inputs
- Analyzing results

When ticket resolutions uncover a software deficiency the support staff create cases in our development system and link the support ticket with the development case. Our development teams practice “Agile Scrum” and develop the software in short periods of time called sprints. Product Management Staff, Technical Support Staff and Development Staff meet periodically to assign cases by priority to product milestones. Once product milestones are completed and tested a software patch is created and users are notified. As part of the InfoCare agreement clients can receive these patches that include new features and software maintenance.

The City may provide suggestions for software improvements. These suggestions may be submitted to Innovyze staff for review as possible Feature Requests. Typical suggestions include, but are not limited to, the following:

- Interface Improvements
- Custom Scripts
- Custom Calculations
- Connection to Input Sources
- Pushing output to other Back Office Platforms

SUPPLEMENTAL INFORMATION & ATTACHMENTS D, A, B

InfoAsset excels at helping utilities leverage their investments in CCTV, GIS, and more to generate a full-circle workflow that translates to an ongoing, up-to-date CIP. Links to numerous white papers and presentations on InfoAsset implementations can be found on the Innovyze website. One especially pertinent example is below.

Due to their length, we are providing the URLs for a few other documents, which are located here:

- **Tacoma, WA:** <https://www.innovyze.com/en-us/case-studies/city-of-tacoma-improves-budgeting-and-capital-projects>
- **Western Virginia Water Authority:** <https://www.innovyze.com/en-us/case-studies/western-virginia-water-authority>

After the Aurora case study, please find the following Attachments:

- Attachment D – Proposed modifications to the EPM Workflow
- Attachment A – Functional Requirements
- Attachment B – IT Mandatory Requirements

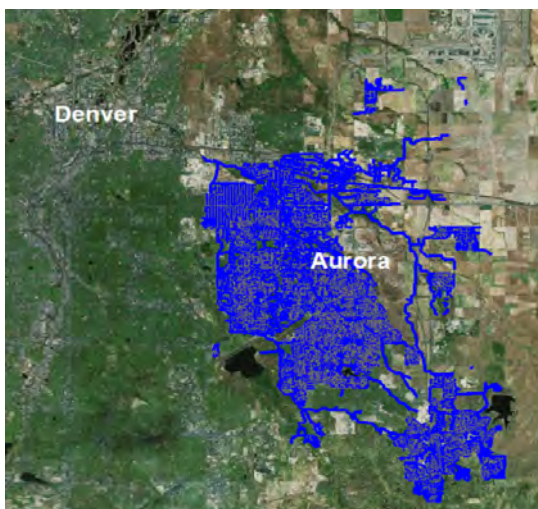
The City of Aurora Reduces Contracting Costs with Asset Prioritization Software

Background

The City of Aurora is home to over 370,000 people and is Colorado's third largest city. Their wastewater system consists of approximately 1,100 miles of underground piping network. The mission of Aurora Water's planning service department is to:

"Enhance and protect the quality of life for Aurora citizens by providing safe, dependable and sustainable water, sewer, and stormwater services, today and in the future."

Steve Simon, a Principal Engineer at Aurora Water, helps the City to achieve this goal by working with his team to develop and administer Aurora Water's asset management program.



The short read

- Traditionally, the City of Aurora Colorado would contract out their biennial asset rehabilitation plans to third parties
- Aurora Water's Sewer section decided to bring their rehabilitation planning in house
- At first, they relied on spreadsheets and their CMMS to prioritize work - at limited success
- They now use InfoAsset Planner to provide a decision tree so that they can cost-effectively plan for their biennial Cured-in-Place-Pipe (CIPP) rehabilitation program
- The decision to bring these processes in house saves the utility hundreds of thousands of dollars

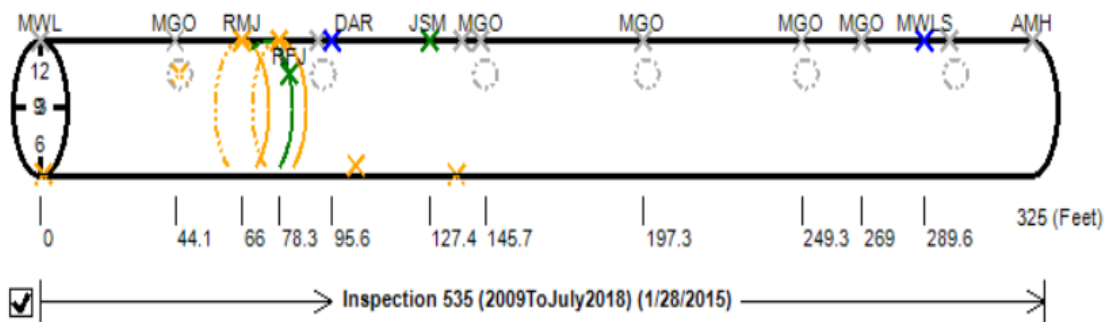


The Challenge

Historically, Aurora relied on contracting the design and selection of their asset rehabilitation plans to third parties every other year. The resulting costs amounted to hundreds of thousands of dollars each time the city needed to update their biennial plans. This drove Aurora Water to pursue a solution that enabled their asset management team to take their repair and rehabilitation planning in-house.

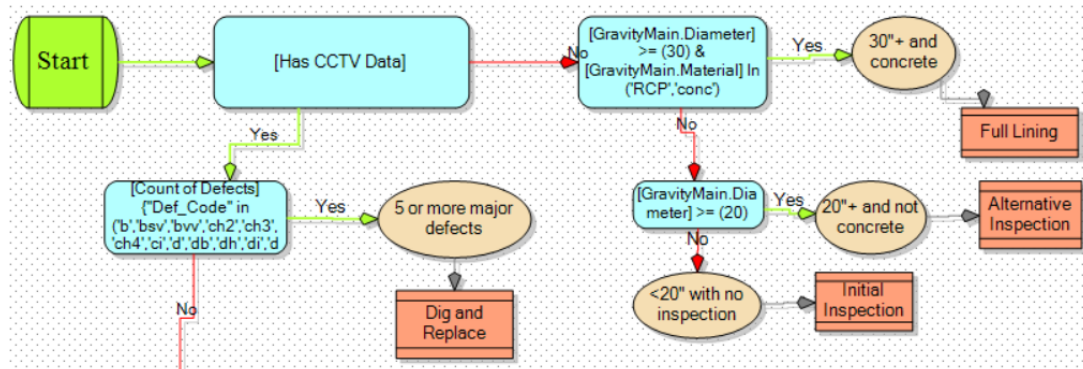
At first, Simon and his team relied on traditional tools to manage their wastewater assets. “We tried performing the prioritization through our CMMS and Excel, neither of which were successful. That led us to InfoAsset Planner which has been able to successfully accomplish our prioritization needs.” Simon said.

While spreadsheets provide an easily accessible and common tool for basic data capture and analysis, they do not always remain manageable and consistent in their use. As an alternative, software specifically designed for asset management purposes provides a single source of truth based on sound data that comes directly from work orders, CCTV inspection, and GIS data.



The Solution

In describing how the software fits in the Aurora Water’s Sewer section, “InfoAsset Planner is run through the Aurora Water planning services department and is technically supported by in-house GIS and planning staff,” Simon said.



It helps Aurora’s asset management teams to prescribe the right actions to most effectively maintain pipes in their system. Through a decision tree, engineers can map out rehabilitation plans from a perspective that is logical, defensible, and transparent to all stakeholders. “Planning services runs the InfoAsset Planner Decision Tree to output the Cured-In-Place-Pipe (CIPP) recommended lines and provides that information to engineering department Wastewater Principal Engineer. The Wastewater Principal Engineer leads the effort to do the final screen and selection list from the candidate list provided by planning services staff,” he added.

The Result

Simon and his team have been able to simplify and improve their in-house rehabilitation planning. Specifically, "We can do the selection of lines for our every-other-year wastewater pipeline CIPP rehab program internally at a far less cost than what we used to contract with. We also believe it to be more accurate because we can customize the logic exactly to our liking," he described.

While at the moment Simon and his team rely primarily on the software's rehab planning logic, they expect to conduct more risk and criticality modeling in the near future to help forecast future budget needs. In the software, this is done by predictive modeling based directly on asset data points like location, material, age, and size. A risk-matrix based on consequence of failure (COF) and likelihood of failure (LOF) parameters prioritizes the highest risk assets so that rehabilitation can be planned in-line with budgets and long-term planning goals.

In closing, Simon summarized the savings that Aurora Water has enjoyed since their implementation of the software. "We can now do internally what we use to have to contract out. This will – and already has - saved us a lot of money in consulting fees," he said.



Get in touch

Our offices in the US, Australia, and the UK, plus our global network of partners, are here to help you get the most from your water systems.

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Directions for Completion of the Functional Requirements (Do not change or move the information in the requirements tab) Please only respond in designated columns	
Terms for use in responses of the "Status of software to meet requirement". Absence of a response is considered "Unavailable" and may disqualify the bid. Note the status of software is not applicable to every requirement. Requirements deemed "Not Applicable" still require a response.	
Not Applicable	This requirement does not concern a feature of the Software.
Out of the Box	The system conforms directly to this requirement and a work-around is not required. Requirement is met by the software system upon deployment, without any configuration.
Configurable	The system conforms directly to this requirement and a work-around is not required. The requirement is met by configuration alone; no custom programming is required.
Vendor Programmable Customization	Vendor must customize the software to meet the requirement, but the customization will not impact future upgrades. The customization can be upgraded by the PUD admin and does not require vendor support services.
Extended Customization	The software must be customized to meet the requirement, the customization may/will impact future upgrades. This will require the vendor's future support for upgrades.
Unavailable	Function is not available, not planned for future release, and custom programming would impact future upgrade, or is not feasible.
IMPORTANT: For requirements labeled as "M" for mandatory: it is MANDATORY to enter a detailed Description and/or Comments on 'HOW' the requirement is MET . For requirements that are not mandatory, entering additional info is OPTIONAL but RECOMMENDED .	

FUNCTIONAL REQUIREMENTS					
City of San Diego				Proposer's Responses (Please see Instructions Key tab for directions)	
Req. No.	Functional Area	Requirement	Mandatory Or Highly Desirable	Status of Software to Meet Requirement (Not Applicable still requires a response)	Applicant response on how the requirement is met. All mandatory requirements must have a response. Highly desirable requirements are not mandatory but are recommended to have responses. A lack of response is considered to be an answer of requirement not met.
General Requirements					
1	General Requirements	Software shall be registered as NASSCO certified software system for Pipeline Assessment Certification Program (PACP), Manhole Assessment Certification Programs (MACP), and Lateral Assessment Certification Program (LACP).	M	Out of the Box	
2	General Requirements	Product Support shall be provided by the software's/ proposer's technical staff based in the United States. Technical support shall be available weekdays for the hours of 8:00AM to 5:00PM PT.	M	Out of the Box	
3	General Requirements	Proposers shall provide software from a company that is a member of ESRI's Partner Network.	M	Out of the Box	
4	General Requirements	Proposer shall be experienced in successfully providing and deploying sewer assessment management systems with Server databases.	M	Out of the Box	
5	General Requirements	Proposer shall be experienced in successfully providing and deploying sewer assessment management systems that integrate with ESRI GIS.	M	Out of the Box	
6	General Requirements	Software shall be "Commercial off-the-shelf".	HD	Out of the Box	
7	General Requirements	Proposer shall be experienced in successfully providing and deploying sewer assessment management systems that integrate with SAP (Systems, Applications, & Products in Data Processing).	HD	Out of the Box	
Integration with City systems and system requirements					
8	System Requirements	Integration with ESRI GIS 10.3.1 and later. Specifically ArcGIS Desktop.	M	Out of the Box	
9	System Requirements	Integration with SAP and PowerPlan Asset Management Planning (AMP).	M	Configurable	Via API exchange
10	System Requirements	Compatible with Microsoft SQL Server Database Version 2016 and higher.	M	Out of the Box	
11	System Requirements	Data storage shall be centralized in a SQL database.	M	Out of the Box	Most clients utilize Innovzye Workgroup database
12	System Requirements	Software shall support video formats MP4, WMV, MPEG, and AVI.	M	Out of the Box	
13	System Requirements	Software shall support image file formats JPEG, TIFF, and PNG.	M	Out of the Box	
14	System Requirements	Ability to access/integrate with legacy database formats including but not limited to Oracle database.	HD	Out of the Box	
15	System Requirements	Vendor will host database.	HD	Not Applicable	Database to be hosted by City
16	System Requirements	Software shall support additional video formats beyond those listed in Req. No. 12.	HD	Out of the Box	Offer codex transcoding and variable bitrate
17	System Requirements	Software shall support image file formats beyond those listed in Req. No. 13.	HD	Out of the Box	
18	System Requirements	Ability to provide a mixture of floating licenses and/or single user licenses.	HD	Out of the Box	
19	System Requirements	Floating licenses shall not require a hardware dongle.	HD	Out of the Box	
Co-exist in a City environment with the User Productivity software					
20	Software Standards: User Productivity	Desktop Software- Software shall meet requirement in Attachment B: IT Mandatory Requirements.	M		See Attachment B
21	Software Standards: User Productivity	Office Productivity- Software shall meet requirement in Attachment B: IT Mandatory Requirements.	M		See Attachment B
22	Software Standards: User Productivity	Web Browsers- Software shall meet requirement in Attachment B: IT Mandatory Requirements.	M		See Attachment B
Functional Requirements					
23	Functional Requirements	Software shall have an online Help system.	M	Out of the Box	
24	Functional Requirements	Product support shall be provided by technical staff if required and the proposer must maintain, update, and keep available user help guides and manuals as the software has updates.	M	Out of the Box	
25	Functional Requirements	Software shall provide the ability for system administrators to maintain System Users and security groups without assistance from proposer or the software developing company. In house or 3rd party IT may be used for this.	M	Out of the Box	
26	Functional Requirements	Shall provide different licensing levels for different user levels, and role based edit security (Example - viewer, editor, and configuration users).	M	Out of the Box	
27	Functional Requirements (security)	Shall utilize role based security based on license level/user role where users can be restricted to read only access, be granted write level permissions for data updates and data loading, and manage the system utilizing administrative privileges.	M	Out of the Box	
28	Functional Requirements	Software shall have administrator function to create/configure warnings and prompts to require user to verify data changes before committing a change.	M	Out of the Box	
29	Functional Requirements	Constrained value lists shall be modifiable by the system administrator.	M	Out of the Box	
GIS Interface					
30	GIS Interface	Utilize GIS interface to access CCTV survey and assessment information. Must provide viewing access to Closed Circuit Television (CCTV) video, photos, and inspection reports associated with a specific pipe.	M	Out of the Box	
31	GIS Interface	Access and play video, display digital images, display text, data, and survey reports from point and clicking the feature in GIS interface.	M	Out of the Box	
32	GIS Interface	Access CCTV survey and assessment information by entering a unique facility identifier (such as a pipe ID number). PUD currently uses Equipment number but at times still references an old id number called Facility Sequence Number. User should be able to access this information through the software without needing to click the pipe even though the visual interface should still lead to the information.	M	Out of the Box	
33	GIS Interface	Utilize GIS to visualize survey data and results and create said layers.	M	Out of the Box	

34	GIS Interface	Ability to map survey data and rating or assessment results on sewer segments using GIS.	M	Out of the Box	
35	GIS Interface	Utilize GIS to assist in analyzing and querying assessment results. Ability to view portions or a group of inspection information based on a query.	M	Out of the Box	
36	GIS Interface	Ability to select assets and acquire assessment data based on attributes, location, or both for many facilities at once and be able to export selected data or run reports on said data.	M	Out of the Box	
37	GIS Interface	Ability to search by attributes and filter by attributes from layers comprised of PUD GIS data and CCTV survey data.	M	Out of the Box	
38	GIS Interface	Ability to sort and categorize data based on location and attributes.	M	Out of the Box	
39	GIS Interface	Ability to leverage full GIS capabilities with sewer and sewer inspection data including but not limited to ability to view multiple layers simultaneously from various sources and symbolize them for visual use. Or to take said layer and perform spatial analysis with them.	M	Out of the Box	
40	GIS Interface	Ability to provide results in external GIS display systems. Also, ability to interface with Department standard CompassGIS application.	M	Out of the Box	
41	GIS Interface	Ability to quickly select and zoom into an asset by simply entering a unique facility identifier.	HD	Out of the Box	
42	GIS Interface	Ability to easily search for pipe/manhole/lateral information by address, fieldbook page, or map ID.	HD	Out of the Box	
43	GIS Interface	Ability to map survey observations as point and linear features along sewer segments in GIS and the ability to produce a layer/feature of such mapping.	HD	Out of the Box	
Data Management					
44	Data Management	The software must be able to upload and store pipeline and manhole assessment data in the central enterprise SQL or Oracle database for sewer inspection. This includes post processed data as well as added information, ratings, defect codes and all related survey information.	M	Out of the Box	
45	Data Management	Software must have ability to consume/load other possible data formats aside from NASSCO standard formats.	M	Out of the Box	
46	Data Management	The data loading function must have the ability to link multiple pipeline assessments or CCTV surveys to the same asset.	M	Out of the Box	
47	Data Management	Capability to add information and fields upon load including but not limited to time uploaded, user who uploaded, coding system used.	M	Out of the Box	
48	Data Management	The workflow in the "EPM" section of Attachment D: EPM Proposed Workflows must be a well-defined process and that can be completed by the end-user through GUI (graphical user interface) and menus.	M	Configurable	It is expected that two scripts will be required to meet the EPM Proposed Workflow
49	Data Management	Assign unique "inspection number" for all inspections upon load to the centralized database.	M	Out of the Box	
50	Data Management	Ability to consume and deliver data into an SAP Plant Maintenance and PowerPlan AMP system.	M	Configurable	
51	Data Management	Ability to access videos and files through a standard document management system such as OpenText.	M	Configurable	file pathways and URLs can be utilized to link to videos and files. In addition, IAM can use Rest API, which open text has a Rest API exchange. However, HTTPS is not compatible at this time.
52	Data Management	Ability to load videos and files directly to a standard document management system such as OpenText.	HD	Unavailable	
Data Validation and Editing Tools					
53	Data Validation and Editing Tools	The software must be able to validate CCTV data. The software is used to assist in identifying issues by flagging CCTV data issues based off of user defined and configured criteria.	M	Out of the Box	
54	Data Validation and Editing Tools	The validation rules and criteria must be able to compare CCTV data to other datasets from a variety of sources in order to flag discrepancies. (EX: Discrepancies between City GIS data and CCTV contractor database attributes including but not limited to length, diameter, material, etc.)	M	Out of the Box	
55	Data Validation and Editing Tools	Software must provide/include various levels and types of flags to better distinguish issues and discrepancies.	M	Out of the Box	
56	Data Validation and Editing Tools	Software must be able to produce a report based on the validation process results that is exportable into various formats detailed in the Req. No. 67 and 68. (EX: Export all the discrepancies between City GIS data and CCTV data for review).	M	Out of the Box	
57	Data Validation and Editing Tools	Software must have ability to allow the user to edit and update survey information or other fields as necessary.	M	Out of the Box	
58	Data Validation and Editing Tools	The tool for creating and editing user defined criteria for validation must be configurable with a user friendly interface. The ability to create and edit validation criteria must be restricted based on assigned user security/role.	M	Configurable	Validation flags can be group to prevent users with specific permissions from accessing
59	Data Validation and Editing Tools	Data entry fields must use constrained value lists whenever possible to avoid typing mistakes and restrict data entry to defined values.	M	Out of the Box	
Manual Assessment Assistance Features					
60	Manual assessment Assistance Features	Software must be configured specifically for wastewater facilities with tools to view pipe profiles with respect to survey observation records, along with access to the data for viewing, validation, editing, and querying.	M	Out of the Box	
61	Manual assessment Assistance Features	Software must have the ability to graphically select an observation through a pipe profile, a list, or a bird's eye map view and instantly jump to the observation in the CCTV video.	M	Out of the Box	
62	Manual assessment Assistance Features	Software must have the ability to view video and images simultaneously to assist assessment.	HD	Out of the Box	
Configurable Automatic Assessment Features					
63	Configurable Automatic Assessment Features	Software must have the ability to consume data from various data sources, including but not limited, to City of San Diego GIS data, pipe assessment survey data, and location to automatically produce a "dispatch". ("Dispatch" is a final recommendation for the pipe on whether the pipe requires continued maintenance, repair, rehabilitation, or replacement based on condition.)	M	Out of the Box	
64	Configurable Automatic Assessment Features	The automation logic to produce this data field is required to be user defined and user configurable through a graphical interface.	M	Out of the Box	
65	Configurable Automatic Assessment Features	This automation logic must be able to notify of results in between recommendations such as camera blockages and failed inspections, or flag defects severe enough for engineer review for possible immediate remediation.	M	Out of the Box	

66	Configurable Automatic Assessment Features	In addition to the mandatory flagging data for discrepancies, flagging severe condition issues, and flagging data validation issues. Software should also be able to automatically flag origin of data and who last changed it. Such as automatic dispatch and manual dispatch by a user.	HD	Out of the Box	
Reporting					
67	Reporting	Create reports that can be saved in PDF, HTML, and CSV file formats. Report creation must include but not be limited to reports of the pipe segment data, inspection data, validation discrepancies, data discrepancies, and automatic assessment logic path details.	M	Out of the Box	
68	Reporting	User has ability to customize/ configure reports that can be saved in PDF, HTML, and CSV file formats. Report creation must include but not be limited to reports of the pipe segment data, inspection data, validation discrepancies, data discrepancies, and automatic assessment logic path details.	M	Out of the Box	
Technical Advisory Services					
69	Technical Advisory Services	Technical Advisory services for configuration of the software. -Install software configure user accounts and user rights. -Set up of constrained value lists, warnings, and prompts. -Set up of validation rules. -Work with database administrators to set up database connections and workflow for loading NASSCO data to an enterprise database. -Workflow integration with City SAP, department intranet GIS, City document management system, and City wide asset management planning software.	M	Out of the Box	
70	Technical Advisory Services	Technical Advisory Services to include technical services to interface with City IAMSD SAP system, Department standard CompassGIS, and City Document Management System OpenText.	M	Configurable	Innovyze will need to discuss needs with PUD to determine
71	Technical Advisory Services	As needed technical advisory services to assist with converting legacy data to NASSCO PACP format.	HD	Out of the Box	
72	Technical Advisory Services	As needed technical advisory services to recommend configurations of logic for dispatch automation, CCTV selection prioritization calculations, and validation rules.	HD	Out of the Box	
73	Technical Advisory Services	Recommend or provide a sample industry standard logic for "dispatch", CCTV selection, and validation rules configuration.	HD	Out of the Box	
Training Services					
74	Training Services	Proposer will provide training for all user features of the software, in person, at PUD offices located in the Metropolitan Operations Complex (MOC) campus in San Diego, CA.	M	Out of the Box	
75	Training Services	Proposer will provide hard copies of all training materials and videos for City personnel to use to train new employees. Training materials must walk through City desired workflow and detail the steps.	M	Out of the Box	
76	Training Services	Provide video in a format to be used in City training platform "Success Factors".	HD	Extended Customization	Innovyze can create a video as part of Implementation Services
Project Schedule					
77	Project Schedule	The proposer must prepare a project schedule and outline each project element.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
78	Project Schedule	The schedule must be approved by PUD before commencement of work and PUD reserves the ability to make adjustments to the schedule after initial approval.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
Project Management Services					
79	Project Management Services	The proposer will provide a project manager to be the primary point of contact. The assigned project manager will provide progress updates.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
80	Project Management Services	The proposer will identify a more senior member of staff than the project manager for possible issues that cannot be resolved at the project manager level.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
81	Project Management Services	The proposer will prepare a progress report every week in a format approved by PUD.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
82	Project Management Services	The project manager will need to attend a progress meeting every week with any other key personnel. More meetings may be required depending on need and at the discretion of PUD.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
83	Project Management Services	The proposer will prepare outline documents to structure project negotiations and communication, to include, but not limited to: a project charter, a communication plan, a quality assurance plan and a change order plan for unforeseen circumstances.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
84	Project Management Services	A project kick-off meeting shall be held within 2 weeks of the notice to proceed (NTP). The proposer must have approved documents listed in Reg. No. 83, before this meeting.	M	Not Applicable	Not a software function but Innovyze will provide under Implementation Services
Miscellaneous					
85	Miscellaneous	Proposer must provide specification sheets detailing all configuration and must be presented in a way to where the configuration is re-producible.	M	Configurable	
86	Miscellaneous	Proposer must provide specification sheets detailing all customizations and must be presented in a way to where the customization is re-producible and the proposer must provide the source code for any customizations.	M	Configurable	
87	Miscellaneous	Software has additional features not required here that the City could use to better workflow etc.	HD	Out of the Box	

City of San Diego

IT Mandatory Requirements

as of 1/9/2019

ID	City Requirement	Level of Compliance	Proposer Comments
1	Application Security		
	The following Application Security requirements shall apply:		
1.1	System User Authentication. Web authentication must be aware and ready (or configurable with) Security Assertion Markup Language (SAML) and Application must ensure user session automatically logs out upon twenty (20) minutes of user inactivity.	Not Compliant	Not applicable to InfoAsset Manager. SAML not supported for web login.
1.2	Secure Authentication. All authentication activity occurring over the network must be encrypted using industry best practices to ensure that logins and passwords are not transmitted in clear text. This includes System User and administrator authentication activity.	Fully Compliant	
1.3	Encryption. Application must support industry standard methods, and at a minimum secure, modern algorithm for the encryption of Sensitive Data in transit to/from the host/server system, at rest within storage subsystem(s), and client computer(s), and must use most recent secure versions of encryption protocols such as SSL, TLS, or Secure FTP.	Fully Compliant	Proposed system does not handle Sensitive Data
1.4	System Sharing. Application must not permit the transmission of City data beyond the approved City domains sandiego.gov and sannet.gov.	Fully Compliant	
1.5	Protection of Sensitive Information and Data. Proposer, its agents, employees, contractors and any other person or entity working on behalf of Proposer to provide services under this proposal must at all times comply with City of San Diego Administrative Regulation (A.R. 90.64) "Protection of Sensitive Information and Data".	Fully Compliant	
1.6	Auditing and Logging. The Solution must log all security related events including logon, logoff, data modification, data deletion, change in rights or permission levels, and the addition of data/information to the application. Logs must include System User ID generating the transaction, time of the transaction and details regarding the activity (e.g. logon, logoff or data details). Solution must support interoperability with centralized logging and Security Information and Event Management (SIEM) technologies.	Not Compliant	Data modification audit and version control is part of the application. Logon and logoff is handled through Windows.
1.7	Compliance with Organization's Security Policy, Standards and Procedures. Solution Proposer working directly on City-owned applications or from City facilities are subject to and required to follow all City policies, standards and guidelines. Proposer must also follow FIPS 140-2 standards which can be viewed at http://csrc.nist.gov/groups/STM/cmvp/standards.html For FIPS-140-2 the City requires Level 2 compliance; the City requires at least role based authentication for access to this application.	Fully Compliant	
1.8	Data Integrity. The Solution must ensure the integrity of all the data collected, stored and processed. Interruptions in processing due to incidents such as aborted transactions, hardware failures, or network unavailability must not result in inaccurate or inconsistent data stored and/or processed in the Application. If data transfers occur, the Application must provide a method of audit validation to ensure that all data sent to it was received and processed correctly.	Not Compliant	Data integrity at rest is subject to the provision of the hosting infrastructure. The system uses transactions and integrity checks for some aspects of operation.
1.9	Parameter Manipulation. Parameter manipulation must not be designed to provide access to data or Application functionality that a System User is not authorized to see or use. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	
1.1	Hidden Fields. The use of "hidden fields" for Security is prohibited. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	
1.11	Cookies. Security settings must not rely on cookies. Cookies must not contain or be used to obtain sensitive information.	Fully Compliant	
1.12	Session Identifiers. If session identifiers are utilized, they must be generated with unpredictable numbers and must contain enough keyspace to prevent unauthorized use or guessing of the session ID's. Proposer is expected to follow OWASP standards for security at a minimum.	Fully Compliant	
1.13	Error Messages. Errors must be handled in an appropriate manner. Failed login attempts to the Application must not display detailed information about the failed login attempt (e.g. incorrect password or unknown System User account). Other security related errors (e.g. file not found or permission denied) must generate generic error responses. Detailed error information must be written to secure logs so that developers and system administrators have access to error details required to address the error.	Fully Compliant	Desktop client errors are not logged

1.14	Logical Data Separation. In the instances of a shared-hosting environment, including, but not limited to, shared hardware, processing, platform, application instance, software code and architecture, and security controls, Vendor must ensure that City data is logically separated from third-parties to ensure no leakage of City data occurs.	Fully Compliant	Shared hosting not proposed
1.15	Sensitive Data. Applications containing or hosting sensitive data, as defined by State or Federal law, must encrypt data at rest, data in motion over the network and all authentication activity. Encryption algorithm used to encrypt data and authorization activity must meet HIPAA standards and be encrypted as NIST FIPS 140-2 compliant.	Fully Compliant	Application does not host sensitive data
2 Application Data			
The following Application Data requirements shall apply:			
2.1	Ownership of Data. All data collected on behalf of the City of San Diego is the property of the City. None of the data will be used for any other purpose. Upon termination or, expiration of any contractual agreement, the Proposer will retain the City's data for a minimum of ninety (90) days and will transfer City data in its possession to the City at no cost by using a method that protects the confidentiality of the information being exchanged and as agreed upon by the City but, at a minimum, data records will be provided in ASCII comma, separated value (CSV) format, with binary images in TIFF, JPG, or PDF format.	Fully Compliant	
2.2	Personal Data. Proposer agrees that it will comply with all applicable federal, state and local data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging any Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" means any personal identifying information including, but not limited to, customer's name, address, telephone number, social security number, and financial account numbers (including credit or debit card numbers and any related security codes or passwords).	Fully Compliant	
2.3	City Data Access. If proposed Solution is sub-contracted and hosted by a third party, City owned data must be available to the City of San Diego. System User access and authorizations must be provided as directed by the City of San Diego.	Fully Compliant	3rd party hosting not proposed
2.4	Third Party Requirements. Proposer will cause any third party sub-contractor to adhere to all data privacy and security requirements no less rigorous than those set forth in this RFP.	Fully Compliant	
3 Design			
The following Design requirements shall apply:			
3.1	Design Documentation. Proposer will provide design documentation, including but not limited to Data flow diagram, Process diagram, Interface/Integration diagram, Infrastructure diagram.	Fully Compliant	To the extent needed to deploy the solution in San Diego environment
3.2	Architecture Documentation.	Fully Compliant	To the extent needed to deploy the solution in San Diego environment
4 Desktop Hardware			
The following Desktop requirements shall apply:			
4.1	System. Compatible with 64 bit systems.	Fully Compliant	
4.2	Desktop/Laptop Hardware. Hewlett-Packard (HP) brand business-class.	Fully Compliant	
4.3	Tablets. Windows tablets version 10 v 1803; iPads iOS 12.1	Not Compliant	Do not support iOS for desktop software. Web client runs in iOS browser.
4.4	Tablet/Laptop Combos. Microsoft Surface; HP 1012.	Fully Compliant	

	5 Desktop Software		
	The following Desktop requirements shall apply:		
5.1	Desktop Operating System. Microsoft Windows version 7 and Windows 10 (1803) Enterprise, or the most current version of this Operating System to within an n-1 standard.	Yes	
5.2	Desktop Software. The proposed system must not conflict with, or modify standard desktop software. Other standard software includes: ESET Antivirus; Java Version 8, Adobe Acrobat DC; SAPGUI. The City targets n-1 if not the latest updates.	Yes	
5.3	Office Productivity. Microsoft Office Suite. Versions currently in use are Office 2013 Pro Plus, and Office 365. In addition: Microsoft Project, Standard and Professional, versions 2013, 2016; Microsoft Visio, Standard and Professional, versions 2013, 2016.	Yes	
5.4	Web Browser. Google Chrome, Microsoft Internet Explorer IE11 and Mozilla Firefox version 47 or the current manufacturer's version to within an n-1 standard.	Yes	Modern browsers only - not IE11
	6 Applications Standards		
	The following Applications requirements shall apply:		
6.1	Programming Language Standards. HTML5 (Web Presentment); Python (ESRI ArcGIS Script); ASP.net (Dynamic Web Pages); PHP; PowerShell (Windows Automation Scripting); Microsoft SQL Server Reporting Services (SSRS); Transact T-SQL (Database Programming Language); Microsoft .Net Responsive design.	Yes	Not applicable - COTS solution
6.2	Data Transport Protocol Standards. XML (includes JXDM); JSON; SOAP / HTTP / RESTful (web services); EDI; ACH; ESRI - File GeoDatabase.	Yes	
6.3	Desktop Configuration. Desktop components for any solution must be able to be pushed to the user via the City's Service Center Configuration Manager (SCCM) platform.	Yes	
6.4	Reporting Tool Integration Standards. SAP Crystal Reports; Microsoft SQL Server Reporting Services.		Not applicable
6.5	Web Content Management System. Drupal		Not applicable
6.6	Document Management Integration. OpenText.		Not applicable
6.7	Geographic Information System and Integration Standards. ESRI - ArcGIS Desktop; RouteSmart / ArcGIS Network Analyst.	Yes	
	7 Hosting Standards		
	The following Hosting requirements shall apply:		
7.1	City Hyper Converged Infrastructure. If solution is proposed as 'On Premise', it must support either:		
7.1.A	Hyper Converged Infrastructure: server, shared-storage, networking equipment, and software for infrastructure management. The City's standard Integrated Infrastructure Model is the VMWare Virtual Cloud Foundation.	Yes	n/a
7.1.B	Standalone server – HP ProLiant Generation 10 or higher.	Yes	
7.2	Server OS. Solution must support Server Operating System – Microsoft Windows Server 2016.	Yes	
7.3	Web Servers. If proposed system is locally hosted, it must support web servers – Microsoft IIS and Apache to an n-1 standard.	Yes	
7.4	Virtual Servers. Solution must support virtual server hosting – VMware ESX (to an n-1 standard).	Yes	
7.5	Relational Database Management Systems. If solution is proposed as 'On Premise', it must support Relational Database Management Systems (RDBMS) – Microsoft SQL Server version 2016 or higher.	Yes	We would recommend Workgroup Data Server/database
7.6	Cloud. Public Cloud Providers are Microsoft Azure, Amazon Web Services (AWS). Services provided include Infrastructure as a Service (IaaS) or Platform as a Service (PaaS). If purposed solution is IaaS or PaaS, it must reside within the borders of the United States and support either Microsoft Azure, or AWS. Private cloud using Virtual Cloud Foundation is the Standard.	Fully Compliant	We are not proposing cloud solution

ATTACHMENT C - COST PROPOSAL

The following worksheets detail Innovyze's cost proposal for PUD's requested solution. The Implementation Services are priced out to meet PUD's specific needs and timeline. These costs are incurred and completed in Year 1. The Mandatory Software costs include seven floating (concurrent) licenses of InfoAsset Manager and seven concurrent InfoAsset Online licenses. The software platforms are a one-time cost with an annual maintenance/support cost that is incurred annually. This yearly cost (referred to as "InfoCare") covers local US software support, product releases with new features and more. Innovyze does not offer SaaS. Our platform can be installed locally on PUD computers/servers or hosted on the City's cloud option.

The software pricing offered in the Highly Desirable Worksheet covers a single concurrent license of InfoAsset Planner, which is highly recommended for asset prioritization, risk management and assessment, capital improvement project planning, budget analysis, and more. One license is suggested to start and additional licenses can be added as needed. The quoted implementation services covers implementation of the City's sewer system into Planner, as well as custom, on-site training.

City of San Diego

Cost Proposal for Software As A Service Mandatory Scope

Note: The final combined 5 year price on this sheet is what is calculated for Exhibit A, Proposal Submission and Requirements, C. Evaluation of Proposals, 3.6 Evaluation Criteria, E. Price. It will be calculated in accordance with Exhibit A, Proposal Submission and Requirements, B. Pricing.

Directions: Please fill out only applicable fields marked by the dollar symbol

	One-Time/Year 1	Year 2	Year 3	Year 4	Year 5
Section 1: Project Initiation and management					
Kick Off Meeting	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
Meeting Agenda					
Outline documents (project charter, communication plan, quality assurance plan, change order plan)					
Meeting Minutes					
Project Management	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
Progress Meetings (Every 2 weeks during implementation) ONLY for completion of mandatory requirements					
Meeting agenda					
Finalized detailed project schedule					
Meeting minutes					
Progress Report/Milestones of project schedule/Deliverables					
Discovery (Information Gathering)	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
Site Survey					
Detailed Requirements Review and Analysis					
Design Review					
Business Process Review					
Total	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
Section 2: Services					
Software Configuration and set up services	\$ 22,000.00	\$ -	\$ -	\$ -	\$ -
Install software and configure user accounts and user rights					
Initial set up of audit trail and logs of user activities					
Initial set up of Constrained value lists, warnings, and prompts					
Initial set up of standard reports with customization					
Initial set up of any desired customized reports					
Initial set up of validation rules					
Work with database administrators to set up database connections and workflow for loading NASSCO format data to an enterprise database					
Workflow integration with city SAP system, department intranet GIS application CompassGIS, City document management system (open text), and City wide Asset management planning software (PowerPlan)					
Customization					
Customization of software to meet any mandatory requirements (Use lines below to detail customizations add lines as necessary)					
Ruby Scripts	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
(Customization2)	\$ -	\$ -	\$ -	\$ -	\$ -
(Customization3)	\$ -	\$ -	\$ -	\$ -	\$ -
Training and Documentation	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -
On-Site Training					
Submittal of User help guides and User manuals detailing how to achieve desired work flows					
Provision of an online help system					
Provision of a specifications document detailing all configuration and customization along with provision of source code for any customizations					
Total	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -
Section 3: Software (Innovyze does not offer SaaS)*					
Number of Concurrent Users (7)	7	0	0	0	0
Technical product support (InfoCare for 7 licenses)	\$ 25,650	\$ 26,420	\$ 27,212	\$ 28,029	\$ 28,869
Price per Unit (InfoAsset Manager + Online)	\$ 24,225	\$ -	\$ -	\$ -	\$ -
Price (one-time or per year)	\$ 169,575	\$ -	\$ -	\$ -	\$ -
TOTAL Costs	\$ 195,225	\$ -	\$ -	\$ -	\$ -
TOTAL COSTS OF MANDATORY SCOPE	\$ 275,225	\$ 26,420	\$ 27,212	\$ 28,029	\$ 28,869

*Software is a one time cost + annual maintenance/support

**Each year of support assumes a 3% inflation increase

City of San Diego

Cost Proposal for Highly Desirable Scope

Note: The prices on this sheet will only be used to determine feasibility and score of proposed HD items

The prices proposed here will **NOT** be calculated in the Price section of the evaluation criteria (Score for Exhibit A, Proposal Submission and Requirements, C. Evaluation of Proposals, 3.6 Evaluation Criteria, E. Price will be determined by proposed cost of the mandatory requirements)

Directions: Please fill out only applicable fields marked by the dollar symbol. Write "Innate" for all items already included in software or covered in mandatory price. Place a zero for all items not proposed

	One-Time/Year 1	Year 2	Year 3	Year 4	Year 5
Section 3: Software - InfoAsset Planner					
Number of Concurrent Users	1	1	1	1	1
Technical product support (Leave blank if support is included in software price)	\$ 24,000	\$ 24,720	\$ 25,462	\$ 26,225	\$ 27,012
Price per Unit	\$ 120,000	\$ -	\$ -	\$ -	\$ -
Price (one-time or per year)	\$ 120,000	\$ -	\$ -	\$ -	\$ -
Implementation Services + Training	\$ 25,000	\$ -	\$ -	\$ -	\$ -
TOTAL COSTS OF HIGHLY DESIRABLE SCOPE	\$ 169,000	\$ 24,720	\$ 25,462	\$ 26,225	\$ 27,012

*Suggestion of 1 floating license needed for PUD to start

**Each year of support assumes a 3% inflation increase

WBS Pricing Summary*

Note: As we proceed through negotiations, the successful bidder will be required to resubmit costs to include final pricing (Mandatory and Highly Desirable) using this IT CIP Project WBS Structure. ***This does not need to be completed when the proposal is submitted.***

RFP Pricing						
IT CIP Project - WBS Elements Summary						
Execution		One-Time/Year 1	Year 2	Year 3	Year 4	Year 5
	Project Management	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
	Analysis	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
	Design	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
	Construction	\$ -	\$ -	\$ -	\$ -	\$ -
	Testing	\$ -	\$ -	\$ -	\$ -	\$ -
	Training	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
	Conversion and Cutover	\$ -	\$ -	\$ -	\$ -	\$ -
Software						
	License (8 total: 2 IAP, 4 IAM, 2 IAO)	\$ 334,500.00	\$ -	\$ -	\$ -	\$ -
Service Subscription						
	Warranty	\$ 60,600.00	\$ 62,418.00	\$ 64,290.54	\$ 66,219.26	\$ 68,205.83
	SUM	\$ 480,100.00	\$ 62,418.00	\$ 64,290.54	\$ 66,219.26	\$ 68,205.83

*WBS reflects final negotiated pricing and quantity of licenses.

WBS Phased Funding - Year 1

Execution	One-Time/ YEAR 1	FY20 Phase 1	FY21 Phase 2	TOTALS
Proj Mgmt	\$ 5,000.00	5,000.00	-	5,000.00
Analysis	\$ 30,000.00	30,000.00	-	30,000.00
Design	\$ 30,000.00	17,450.00	12,550.00	30,000.00
Training	\$ 20,000.00	-	20,000.00	20,000.00
Software				
License (8 total)	\$ 334,500.00	167,250.00	167,250.00	334,500.00
Service Subscription				
Warranty	\$ 60,600.00	30,300.00	30,300.00	60,600.00
TOTAL	\$ 480,100.00	250,000.00	230,100.00	480,100.00

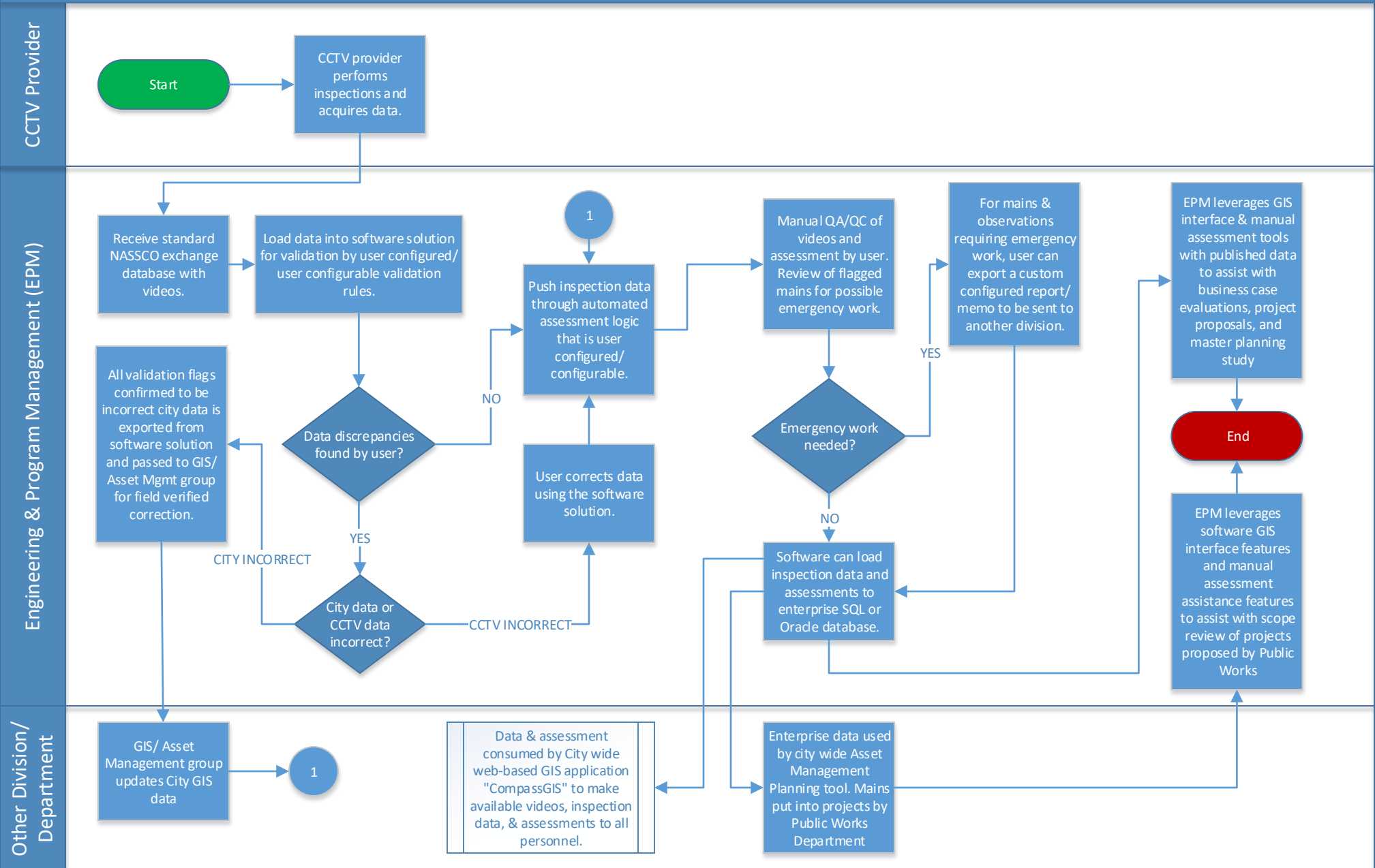
4 licenses 4 licenses

IMPLEMENTATION SCHEDULE

		FY20 Phase 1											
		FY21 Phase 2											
		◆ Milestones and Deliverables											
San Diego IAM/IAP Implementation Services													
Task	Duration (BD)	Project Duration (by week)											
		1	2	3	4	5	6	7	8	9	10	11	12
Task 1 - Project Initiation and Management	60	█	█	█	█	█	█	█	█	█	█	█	█
Task 1.1 - Project Work Plan	10	█	█										
Task 1.2 - Project Management	60	█	█	█	█	█	█	█	█	█	█	█	█
Task 1.3 - Data Review	10	█	◆										
Task 2 - InfoAsset Manager Setup	35			█	█	█	█	█	█	█			
Task 2.1 - InfoAsset Manager Database Preparation	15			█	█	█							
Task 2.2 - InfoAsset Manager Implementation	35			█	█	█	█	█	█	█			
Task 2.3 - InfoAsset Manager Configuration	35			█	█	█	█	█	█	◆			
Task 3 - InfoAsset Planner Custom Training Model Setup	25						█	█	█	█			
Task 3.1 - Import InfoAsset Manager Model	15						█	█	█				
Task 3.2 - InfoAsset Planner Custom Training Model Setup	25						█	█	█	█	◆		
Task 4 - Documentation	20									█	█	█	█
4.1 Draft Documentation	10									█	◆		
4.2 Final Documetation	10											█	◆
Task 5 - Proposed Training	5												█
Task 5.1 - InfoAsset Manager Training	5												◆
Task 5.2 - InfoAsset Planner Custom Training	5												◆
Acceptance Testing Period	10											█	█
Remedy Period	5												█

ATTACHMENT D: EPM PROPOSED WORKFLOW

Directions: This is EPMs desired workflow. Please indicate that this workflow can be achieved with the proposed software solution and will be as part of this proposal. Alternatively, propose a new workflow and attach a document to this document detailing the bidders proposed workflow. See page 2 for additional instructions.



Attachment D: EPM Proposed Workflow

Additional Instructions:

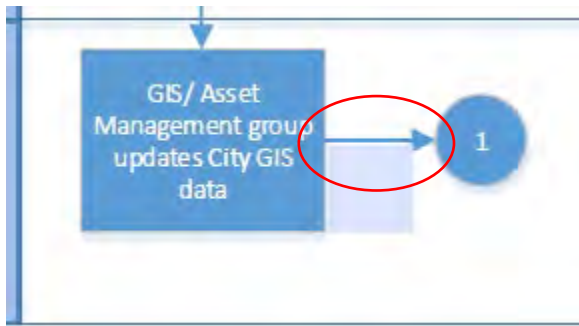
Will the proposed software solution achieve the proposed EPM workflow illustrated on page 1 (*check one*)?

1. Yes, exactly as is.
 - A. No further action required.

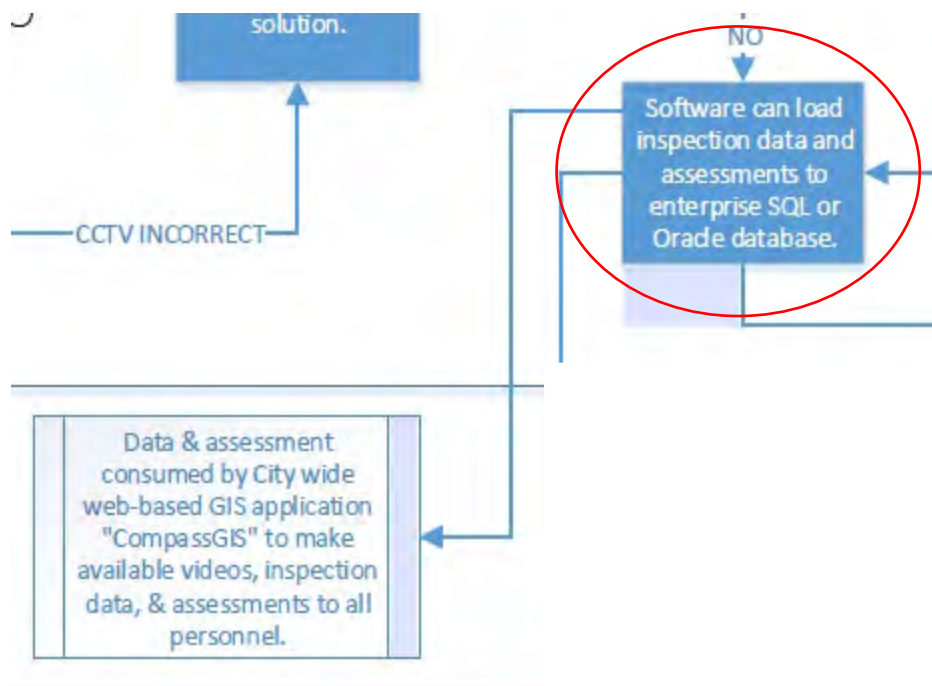
2. Yes, but with modifications/additional steps.
 - A. Attach a document detailing the workflow with modifications/additional steps or improvements to the EPM proposed workflow. Highlight additional features.

3. No.
 - A. Attach a document illustrating the proposed alternate workflow. Explain how the alternate workflow improves upon the EPM proposed workflow or does not detriment the desired results.

Accommodations Needed to Achieve Desired Workflow



A Ruby Script is required to update InfoAsset from GIS – Innovyze will create a ruby script which will automatically update InfoAsset Manager from GIS per the City's Schedule. Innovyze will provide all scripts to City.



Another Ruby Script will be needed to push output from InfoAsset Manager. A Ruby Script to export data to enterprise SQL or Oracle Database can be created and provided (note that Oracle has special name requirements for table names).