



THE PORT OF LONG BEACH

June, 2009

REQUEST FOR PROPOSALS

FOR AN

ENTERPRISE PROGRAM and PROJECT MANAGEMENT SYSTEM (PPMS)

RESPONSES DUE: 4:00 p.m. local time
Wednesday, August 5, 2009

DELIVERY ADDRESS: The Port of Long Beach
Program and Project Management System
Attention: Brett Schumacher
Information Management Division
Port of Long Beach Admin Building
925 Harbor Plaza
Long Beach, CA 90801

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Program and Project Management System
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TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	BACKGROUND	7
3.	SOFTWARE TO BE PROVIDED	8
4.	SERVICES TO BE PROVIDED	10
5.	METHOD OF SELECTION	14
6.	INFORMATION REQUIRED FROM PROPOSERS	17
7.	CONCLUSION	23

APPENDICES

I	Instructions to Proposers
II	Standard Terms and Conditions
III	System Requirements
IV	Sample Letter of Transmittal
V	Proposer Information & Reference Forms
VI	Cost Proposal Forms

1. INTRODUCTION

The City of Long Beach Harbor Department (“the Port of Long Beach” or “the Port”) is soliciting written proposals from suitably qualified organizations (“Proposers”) to provide software and services to implement an enterprise-wide Program and Project Management System (PPMS).

The Port prefers to enter into an agreement with a single legal entity for the purposes of this project, but Proposers may elect to submit proposals to meet part of the requirements. Where a number of organizations wish to combine their responses as a single proposal, a prime-sub consultant relationship should be proposed.

The Port is most interested in a fully integrated response, providing all necessary software and services to complete the project. The system should include the following capabilities in accordance with the instructions and requirements set out in this Request for Proposals (“RFP”):

- Provide single entry of project-related data
- Support necessary collaboration during the project lifecycle
- Track and report the status of project deliverables
- Plan project budgets and report on actual costs against budgets
- Prepare management reports
- Interface with other supporting software applications
- Provide a repository of project data and access to documents
- Be easy to use by Port staff and remote external consultants and contractors

The chosen solution will support all lifecycle project processes executed by the Port, including small projects by many divisions and large construction projects under the direction of the Port’s Program Management Division (PMD). During actual construction, the Port plans to employ Primavera Contract Manager v.12 (formerly Expedition) in the near term and Primavera P6 Project Manager.

The Port is willing to consider all possible solutions to the requirements, but it expects that the most satisfactory solution will be provided by packaged software and associated services. It is expected that some ancillary custom software will be required. It is desired to implement a “standards-based” and “open-systems” alternative, which will meet the needs of the Port well into the future. As such, systems using technologies that comply with widely accepted industry standards or best practices will have a competitive advantage. The Port has adopted certain standards of its own; and systems based on technologies that comply with these Port-specific standards, as listed in the system requirements, will have a competitive advantage over other alternatives.

The scope of this RFP pertains to only a portion of the new application software and systems that are being acquired by the Port. The relationships between the PPMS and other systems being acquired under other solicitations are outlined later in this document.

The Port is interested in both vendor-hosted and Port-hosted solutions. It would consider both options if they exist for a single solution. It is also an objective, in so far as it may be possible, to purchase “off-the-shelf” software which is currently in use by a number of organizations that operate in environments similar to those at the Port. Therefore, proposals with a number of comparable current references using the same applications will enjoy a competitive advantage.

Under the terms of this RFP, Proposers are not being asked to provide any computers or related hardware. As part of this project, Proposers will be required to specify the necessary additional hardware for direct acquisition by the Port through the Port’s regular procurement processes. However, for budgeting purposes, Proposers should include the estimated cost of additional hardware required to run the proposed applications effectively.

1.1 Objectives

The objective of this RFP is to provide sufficient information to Proposers to enable them to respond in a manner that presents factual information about their organization, products, and services, as well as to facilitate Port selection of the most suitable vendor.

1.2 Scope of Work

This section provides Proposers with a brief overview of the nature and magnitude of the project. Statements in this section are intended to assist respondents to ensure that their proposals encompass all aspects of the project.

The PPMS is intended to:

- Increase staff productivity by reducing the labor required to manage project costs and schedules
- Support efforts to employ standard processes for project execution for both construction and other non-construction projects conducted at the Port
- Improve schedule and cost performance through improved project execution
- Manage documents and records generated throughout the project in conjunction with the Port’s Electronic Document and Records Management System

- Provide reporting at project breakdown levels, namely project phase, client, contract, change order and charge/bid item levels, as well as reports at group levels, for groupings such as portfolio, program, department, funding, function, location, type, vendor and other user defined groupings
- Interface seamlessly with other systems to allow access to files and data from other software applications.
- Enable the transfer of cost data from City of Long Beach accounting systems to the application for improving cost management of projects.
- Monitor events and apply business rules to alert project staff and executives about changes and exception conditions
- Employ workflow for internal use as well as use by external engineering and construction firms.

The following list summarizes deliverables identified in this RFP. It is intended to serve as a structure for Proposer responses including costs. Proposers are free to make additions that they believe will further assist in reaching the Port's objectives. The proposer will be expected to deliver:

1. A management plan for the project, with progress reports every two weeks and a personal progress meeting every month
2. Program management software package with any necessary custom modifications directed at construction owners' roles in construction projects and suitable for small non-construction projects, capable of handling a cost structure comprising projects, phases, clients, contracts, change orders and charge/bid items, configured to Port requirements and tested, with any necessary system and user documentation, training materials and instructions to enable occasional users to operate the system and the Port to take over the support of the application after two years
3. Interfaces for:
 - transfer of time and purchase data from external SQL Server databases
 - exchange of data with MS Project, Primavera Contract Management and Primavera Project Management
 - transfer of time records every two weeks from the mainframe for costing by the system proposed
 - exchange of documents with the Port's Electronic Document and Records Management System and Bentley Systems' ProjectWise

4. Configuration of five process workflows to users' requirements based on flowcharts and written process descriptions provided by the Port
5. Flexible capability to generate complex reports accessible over the web and production of two complex, custom reports
6. Design, creation and operation of software to migrate five years of project cost history from the mainframe accounting system to the PPMS application
7. Training at the Port's 18 seat facility for up to 150 primary and occasional users and technical staff
8. Advice on a suitable hardware configuration to run the software
9. Software maintenance for five years and support for two years
10. Option for SaaS hosting

This section may not list all required Proposer tasks and/or responsibilities. Statements made in this section in no way limit the responsibilities of the Proposer; and, where conflicts with other statements or requirements in this RFP occur, the statement resulting in the greatest benefit to the Port should be deemed the binding one.

The project will implement the PPMS at the Port or at a hosted site. Proposers should provide all necessary services for the design, development, installation, configuration, testing, support and maintenance of the system for three years.

Proposers should assist the Port to acquire the necessary hardware infrastructure necessary to operate the system. The Port will directly acquire all workstations, servers, printers, scanners, operating system software, database software, desktop office automation software and other "commodity items" via a separate procurement process. Proposers will be required to specify such commodity items and thus may be restricted from supplying hardware and software. These items will not be procured until the Board has selected the winning Proposer, and the agreement is authorized and executed. As part of the services provided under the agreement, the successful Proposer is expected to ensure that hardware and equipment specifications are fully compatible with the proposed system.

Proposers should also specify any specialist, proprietary, or specially configured hardware necessary for the operation of the system under their proposal. Proposers may be required to supply the Port with such proprietary hardware, although Proposers should consider that "open" technology solutions are the preferred option.

Proposers should assume that they are to provide all services in conjunction with this RFP other than the provision of the commodity hardware items described above. Port staff will specify the data formats required for interfacing to in-house developed systems but will not be available to assist with hands-on work.

1.3 Schedule of Events

The following tentative schedule has been established for the selection process and is subject to change by the Port:

PROJECT MILESTONES	DATE
Release of Request for Proposal (RFP)	06-26-09
Pre-proposal conference (OPTIONAL for Proposers)	07-15-2009 9:00 am
Deadline for Questions	07-22-2009 4 pm
Proposal Due Date	08-05-2009 4:00 pm
Finalists Notified	08-25-2009
Interviews and Demonstrations	09-07 to 09-18- 2009
Final Recommendation Determined	09-30-2009
Award of Contract by Board of Harbor Commissioners	11-02-2009

1.4 General Information

Detailed instructions for submitting proposals are provided in Section 6 and Appendix I. Proposers must ensure that they comply with all of the conditions set out in Section 6 and Appendix I. Failure to comply with any of the conditions will be grounds for rejection of the proposal as non-compliant.

Inquiries or questions regarding this RFP should be directed to:

E-mail: ppmsrfp@polb.com

Postal Address: Port of Long Beach
Program and Project Management System
Attention: Brett Schumacher
Information Management Division
P.O. Box 570
Long Beach, CA 90801

Fax: (562) 901-1749

Questions concerning the Port's SBE/VSBE Program should be directed to the SBE Program at SBEProgram@polb.com or 562-590-4146, ext. 3212.

The Board of Harbor Commissioners requests that no Proposer contact them or any member of Port management or staff, other than as detailed above, in conjunction with this RFP. Any contact with a member of the Board or staff will be grounds for rejection of a response to this RFP.

2. BACKGROUND

This section provides Proposers with a brief background on the Port of Long Beach and the Program and Project Management System (PPMS).

2.1 The Port of Long Beach

The Port of Long Beach is one of the world's busiest seaports and is a leading gateway for U.S.-Asia trade. The Port is the 2nd busiest container port in the United States and supports about \$1.5 million jobs throughout the nation.

The Port is a department of the City of Long Beach (the Harbor Department) and governed by the Long Beach Board of Harbor Commissioners (Board). The five members of the Board are appointed by the Mayor of Long Beach and approved by the Long Beach City Council. The Port's Executive Director (Director) is appointed by the Board and is responsible for leading the Harbor Department, which has about 400 employees and an annual budget of more than \$1 billion.

The Port moves about \$150 billion in goods a year. The Port is a landlord port that develops and leases shipping terminals to tenants. Revenues are reinvested in new facilities and Port-related improvements. The Port is supported by its own revenues and does not rely on taxpayer funds to operate. The Port has budgeted over \$300 million in the coming year for construction projects.

Additional information can be found on the Port's website (www.polb.com).

2.2 The PPMS Project

In 2006, the Port of Long Beach developed an Information Management Business Plan (IMBP). The IMBP set out a roadmap for new and improved information management systems to support goals set out in the Port's Strategic Plan. In March 2007, the Port commenced implementation of the IMBP that will be completed in three phases. The management of the IMBP Program is supported by a Program Office (IMPO) which provides assistance with the management and execution of each project.

The PPMS Project is primarily intended to provide a new program and project management system to the Program Management Division for managing the complete lifecycle of the Port's construction projects and, secondarily, to other divisions as a tool for managing non-construction projects. The Program Management Division (PMD) typically has about 100 projects active at any one time, ranging from small projects to major projects costing up to \$1 billion. These processes span program lifecycles that can last years and require participation from a variety of external consultants and contractors as well as multiple Port divisions.

3. SOFTWARE TO BE PROVIDED

Proposers are asked to propose integrated application software and necessary services for a system to support participants in the Port's project delivery process. Section 1.2 above listed required deliverables. Further information about the system requirements is provided in Appendix III.

The scope of the system encompasses the entire project lifecycle for projects. Virtually all the program and project management activities involve collaboration among multiple parties. Most of these collaborations are "unstructured" unlike the more structured collaboration required during a construction contract. Unstructured collaboration means each project is different in terms of deliverable content, participation, production tasks, and even the sequence of the tasks.

Proposals should describe proposed software in terms of the requirements in Appendix III. While it is expected that most of the requirements will be satisfied by pre-programmed software, some interfaces may require custom software. For example, interfaces that enable the correction of estimates of staff time costs by actual time costs some weeks later.

Proposals should address the evaluation factors related to software, see Section 5.1, Evaluation Criteria. Services required for the analysis and design, delivery, customization, configuration, installation, training, maintenance and support of software are detailed in Section 4, Services to be Provided.

As a minimum, the proposed software should provide the following features:

- Methods to track progress toward producing project documents and other outputs along the entire project lifecycle with the exception of tasks tracked by the Primavera Contract Manager application employed by the Construction Management Division during the Construction phase
- A system that provides by itself, or in combination with other identified software, collaboration facilities, schedule management, budgeting and cost management of both Port employee time and purchases, management reporting and the ability to integrate or interface with other applications at the Port and at the City. Purchases include contracts and Professional Services Agreements. Note that purchase orders, invoice processing and accounts payable will continue to be processed using the Port's ADPICS system, running on the City's mainframe
- Stakeholder visibility through dashboards and reports on overall progress as well as status on assigned tasks for participating workgroups. For example, the Environmental Planning Division is responsible for

addressing environmental requirements for all projects and needs a view of all its assignments on multiple projects

- Capabilities of serving different project types including construction/non-construction, large/small and Port/non-Port funded
- User preferences for nomenclature, work breakdown structures, and project responsibility assignments by organizational unit
- Easy configuration and customization to meet changing needs
- Familiar MS Office standards and tools to increase the chances of work group adoption
- Capabilities of running on an in-house platform if desired

There are expected to be about 50 primary and 150 occasional users located at Port facilities, in the field, or at consultant and vendor locations.

4. SERVICES TO BE PROVIDED

The following sections outline required services to produce the deliverables listed in Section 1.2. Service deliverables include the following:

- Project Management
- Configuration of five work flows
- Production of two complex reports
- Services to migrate five years of project cost history
- Training of 150 users
- Advice on hardware configuration
- Software maintenance for five years, support for two
- Optional SaaS hosting

Proposers are free to suggest additional services as part of their response.

4.1 Project Management

Proposals should include a detailed schedule for all proposed tasks, specifying the party or parties responsible for completion of each task. A description of the implementation methodology and experience of using the methodology in implementing similar systems must also be provided.

All Proposals should state how your activities will be coordinated with the Port's Information Management Division. A Progress Report every two weeks and a monthly personal conference with your Project Manager are expected.

4.2 Analysis and Design Services

An analysis should be performed and a design for the system should be prepared that clearly articulates each component of the system and how that component is to be configured or deployed. The design would be expected to include definitions for system components such as user interfaces, system interfaces, databases, processing functions and reports. The design should also include a final specification of required hardware.

Propose any required system analysis and design services. Identify all documents or design artifacts you will provide to the Port for the design approval process.

4.3 Delivery, Installation and Configuration

For system components located at the Port, propose all services required to deliver, install and configure all required software other than server operating system and database software that is provided by the Port under existing software licenses. In

the case of server operating system and database software, the selected Proposer will be expected to make any configuration changes as needed to support the efficient operation of vendor provided application software.

Propose all services required for the conduct of local and mobile acceptance tests to be attended by Port staff. Test data for the acceptance tests will be provided by the Port.

4.4 Implementation and Data Migration

A complete solution is required, including assisting the Program Management Division to set up documents and workflow for five of its processes. It will be necessary to build, test, and modify processes and workflows for creating the documents and other deliverables associated with construction projects. The Proposer should be prepared to demonstrate their approach for this task. The Port will require the successful Proposer to create five such processes and to train Port staff to create and maintain these and additional processes. The Port will provide process flowcharts and written procedures for each process. The Proposer should facilitate group sessions to configure the workflow and support subsequent testing and modification.

Propose to prepare two complex reports, similar in nature to the ones illustrated in Appendix III.

After an assessment, propose a methodology and accompanying services required to migrate many of the last five years project accounting records from the existing FAMIS accounting system running on the City's mainframe to the proposed new system. The records will be identified using the accounting codes. One of the accounting codes, Project Detail, is used differently by each of the Port's divisions and the use may have changed over time. For example, for the last two years an Engineering Division has put the Spec No (4 characters) and the Phase (2 characters) into the 6-character Project Detail code, but previously the code was used to define the asset.

Propose services to ensure that the system is working satisfactorily for users in the Port's administration building, at local construction sites, and at consultants' offices. Remote locations need only be contacted by telephone.

Your proposal should indicate your best estimate for these services and the time and rates on which those are based.

4.5 Training and Documentation

The Port believes that thorough, effective training will be critical in attaining its objectives. Training should be proposed for:

- Users, including Directors, Program and Project Managers, Project Administration staff and occasional users The number of users to be trained is approximately 150.
- System Administrators
- Application Administrators for the PPMS and related applications
- Service Desk staff
- “Training the Trainers”

The Port has a dedicated computer training facility known as the Technology Education Center, or TEC. Proposers may assume that the Port will provide access to this training facility with networked computer workstations, suitable for training up to 18 persons at a time. The facility accommodates remote training.

The Port also requires both system and user documentation. The technical system documentation will describe the system architecture, system logic, archiving and backup, and any operating requirements in sufficient detail for Port Information Management staff to understand and take over technical support of the system. The user documentation will include an easy-to-use “crib sheet” for reference by users and context sensitive on-line help for novice and expert users.

4.6 Software Maintenance

Propose any necessary upgrade and maintenance services for all package and custom application software, and the date it will start, including the office locations from which the maintenance services will be provided. Propose services for software updates and enhancements to application and other software. Describe how subsequent versions of the software will accommodate custom written routines. The period for software maintenance services is five years.

4.7 Support

Propose all on-going applications support that you are able to provide. Describe the types of applications support you offer (for example, on-site, telephone, and dial-in), hours of availability, guaranteed response and problem resolution times, and escalation procedures. Detail the proposed response to major system failures.

Comprehensive support should be proposed for the first two years, after which time Port staff may be expected to be able to take over some or all day to day support duties.

4.8 Other Services

Propose any other services that are considered necessary to complete this project in a turnkey fashion.

5. METHOD OF SELECTION

All proposals received as specified will be evaluated by the Port in accordance with criteria that are set out below. The evaluation process will have five steps:

1. Proposals will be reviewed to ensure compliance; non-compliant proposals will be rejected.
2. Proposals will receive a technical evaluation where only the technical proposals are considered.
3. Proposals will receive a commercial evaluation where cost proposals are considered.
4. Shortlisted Proposers will be selected for interview and demonstration of the proposed software. Any necessary clarification will be sought at this time. Proposers are advised that, due to the extent of the software required, the discussion and demonstration may require more than a single meeting. The Port may require an on-site visit and tour of the vendor's place of business and/or visits to reference facilities. During this process, shortlisted Proposers may be requested to update their technical proposal in line with any discussions that have occurred and present a "best and final" cost proposal based upon the updated technical proposal.
5. Following the interview and a review of any updated proposals, a recommendation will be made to the Board of Harbor Commissioners (BHC). Final selection of the Proposer and authorization of the agreement will be made solely by the Board of Harbor Commissioners. However, the Board reserves the right not to make an award, to make multiple awards, or to make a partial award.

5.1 Evaluation Criteria

The technical evaluation will consider the following factors:

- Vendor's and Vendor's Team Experience and Overall Qualifications, including:
 - Financial stability
 - Southern California area presence
 - Implementation methodology and experience of implementing similar systems
 - Training and support capabilities
 - References

- Software to be Provided
 - How well the proposed software meets or exceeds the Port's RFP requirements, including:
 - Functionality, as determined by responses to the requirements listed at Appendix III
 - Ability to interface with other applications
 - Ease of use
 - Range of pre-programmed software
 - Extent of software modification/development required
 - Flexibility to meet changing demands in the future
 - Package documentation and "Help" facilities
 - Required computer environment, that is hardware, database, development tools, etc.
 - Availability of source code
 - Security and audit facilities
 - Completeness of response
- Services to be Provided
 - Demonstrated understanding of the Port's needs
 - Quality of the overall work plan
 - Experience and capability of staff proposed to assist the Port with particular attention to the key contact or project manager
 - Completeness of response
 - Time to implement the system

The technical evaluation will be based upon a determination by the Port's Evaluation Committee members as to how well each proposal meets the Port's requirements as presented in this RFP.

The commercial evaluation will additionally consider:

- Reasonableness of Price, including:
 - Package software license costs
 - Costs of hosting (if any) and software update support
 - Costs of any required custom software and modifications to existing software
 - Service cost prior to the maintenance period
 - Service cost during the maintenance period
 - Training costs
 - Additional proposed service costs
 - Total cost over three years
- Contractual arrangements

Appendix II contains a copy of the Port's standard agreement for Information Technology Projects and Services.

The evaluation is not binding on the Board of Harbor Commissioners who, at its absolute discretion and judgment, has the authority to make final decisions regarding this RFP.

6. INFORMATION REQUIRED FROM PROPOSERS

The Port is interested in proposals that illustrate an ability to develop, install or host, configure, maintain, provide training, and support for a system that meets the needs of the Port. The Port will be impressed by concise, well-written explanations of proposed products, services and benefits. Lengthy narrative is discouraged. Proposals should clearly express the turnkey nature of the implementation.

Proposers should be aware that the specifications and requirements stated in this RFP are minimum requirements.

Proposals should be submitted in 8 1/2" x 11" size, using a simple method of fastening. Proposals should be typed and need not be unnecessarily elaborate. Proposers may include additional promotional material relating directly to their software products and other capabilities.

Proposals should comprise two separate documents:

1. A technical proposal
2. A cost proposal

Technical and Cost Proposals should address the following deliverables:

1. Project management services
2. Program and project management software package with any necessary custom modifications, documentation, training and implementation
3. Interface software
4. Configuration of process workflows
5. Complex report capability and preparation of two reports
6. Five year project cost history migration
7. Training for 150 users
8. Hardware configuration advice
9. Software maintenance and support
10. SaaS hosting option

6.1 Technical Proposal

The technical proposal should contain the following:

1. A letter of transmittal
2. Background Information
3. Qualifications, related experience and references

4. Proposed software specification, including responses to the list of required functionality set out in Appendix III, that the software does and does not provide
5. Proposed services, a work plan and schedule of work for services to be supplied
6. Methodology, staffing and project organization
7. Risk mitigation plan, including identified risks and features of the software and recommended work plan that avoid or mitigate consequences associated with each risk
8. Details of any required hardware
9. Insurance
10. Small/Very Small Business Enterprise Program Information (see Section 6.1.8)
11. Other supporting material

The requirements for each of these inclusions are detailed in the sections below.

6.1.1 Letter of Transmittal

The letter of transmittal should be addressed to the Board of Harbor Commissioners and must, at a minimum, contain the following:

- Identification of the offering organization including name, address, and telephone number
- Acknowledgement of receipt of RFP and RFP addenda, if any
- Name, title, address and telephone number of contact person during the period of proposal evaluation
- A statement to the effect that the proposal shall remain valid for a period of not less than one hundred and twenty (120) days from the proposal due date
- A statement certifying that there is no known conflict of interest
- A statement confirming that the Proposer accepts the agreement terms and conditions detailed in Appendix II of this RFP, or identifies the terms and conditions that are not acceptable
- Signature of a person authorized to bind the offering organization to the terms of the proposal.

A sample transmittal letter is included in Appendix IV.

6.1.2 Qualifications, Related Experience and References

This section of the proposal should establish the ability of the Proposer to provide the range of required goods and services satisfactorily. The section should include:

- A summary of your business activities
- Products and services offered by your organization
- Number of years providing those products and services
- Number of employees
- Size and composition of customer base
- Southern California area presence
- A list of existing customers with needs similar to the Port's
- A list of contracts in the last three years that were terminated early, with an explanation as to the reason for early termination
- Annual financial statements for the past three years and the current fiscal year to date

This information should also be provided for each sub-consultant that will provide goods and services under the agreement.

As part of their response to this section, Proposers must complete the Proposer Information Form included at Appendix V.

Proposers, including any proposed sub-consultants, must be able to demonstrate that they have carried out the range of services required under this agreement for at least two years.

6.1.3 Proposed Software Specification

Provide all non-pricing information requested in Section 3 of this RFP. Explain why you are proposing specific software products and the benefits to the Port over any similar competing products.

6.1.4 Proposed Services, Work Plan and Schedule of Work

Provide all non-pricing information requested in Section 4 of this RFP. Please state any assumptions related to the level of effort you are proposing in your work plan. Include a schedule of work and the steps and milestones to be achieved.

6.1.5 Methodology, Staffing and Project Organization

Identify the key personnel proposed to perform the work on the project, and indicate major areas of subcontracted work, if any. This should include the identity of the project manager or single point of contact along with the hierarchy for escalation of issues. Include a description of the methodology proposed. Provide an organization chart showing the roles of the personnel, resumes of key personnel, and the time and duration that it is estimated that

each will spend on the Port's work. Identify how much of the work will be done at the Port, how much at other locations and any assumptions regarding the level of support needed from the Port.

6.1.6 Risk Mitigation Plan

Based on their experience, the Proposer should list technical and non-technical risks associated with deploying their solution. These should address constraints, barriers, and other factors that could cause the solution to not be deployed to its furthest potential. For each risk, the Proposer should describe how software features and other elements of the work plan address the potential shortfall in effectiveness.

6.1.7 Details of Additional Required Hardware

Identify additional hardware necessary to complete the implementation of the system, including minimum server, client and network requirements for satisfactory response times for 50, 100 and 200 concurrent users.

If your proposal is based on any assumptions other than those set forth in this RFP, state those assumptions explicitly in your proposal.

6.1.8 Insurance and Small/Very Small Business Enterprise Program

Proposers should note that the selected Proposer shall comply with the various insurance requirements. Insurance requirements are Summarized in Appendix I, Section 16 and listed in the Agreement for Information Technology Products & Services (Appendix II)

The Port has established a Small Business Enterprises (SBE)/Very Small Business Enterprises (VSBE) Program to encourage small business participation on professional services contracts. Although SBE/VSBE participation goals were not assigned to this contract, the Port strongly encourages all proposers to include such participation wherever possible, by utilizing small business subconsultants, vendors, and suppliers. The Port also strongly encourages SBE/VSBE firms to respond to this solicitation as prime consultants.

If a proposer contracts with an SBE or VSBE firm, the proposer will be asked to submit an SBE/VSBE Commitment Plan (POLB Form SBE-2P) with his or her Proposal/Statement of Qualifications. POLB Form SBE-2P can be downloaded from the following page of the Port's website:

www.polb.com/economics/contractors/forms_permits/smallbusiness/default.asp.

All small businesses (primes and subs) listed on POLB Form SBE-2P must be registered and SBE certified on the Port's online database and e-procurement system (The Network) to receive SBE credit. Eligible small businesses may apply for SBE certification through The Network. A link to The Network is available by clicking on the "Vendor Login/Registration" icon from the following page of the Port's website: www.polb.com/sbe/.

Registration on The Network is free to all businesses. The Port encourages non-SBEs to register as well. One of the many benefits of registration is the ability to utilize The Network's small business search tool to locate SBEs and VSBES for Port projects.

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards, based on North American Industrial Classification System (NAICS) codes. To access the current table of small business size standards, log on to the NAICS website at www.naics.com and click the "Small Business Size Standards" link at the top of the page. Examples of maximum gross annual revenue averaged over the past three years to qualify as an SBE: architects/engineers \$4.5 million; landscape architects \$7.0 million; environmental consultants \$7.0 million; computer programming/design/consulting \$25 million.

VSBE eligibility is determined utilizing criteria with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and vendors with gross annual receipts, averaged over the past three tax years, of \$2.75 million or less, or small business manufacturers with 25 or fewer employees.

Prime consultants utilizing SBEs/VSBES will be asked to report the dollar value of payments to small businesses by submitting a SBE/VSBE Monthly Utilization Report (POLB Form SBE-3P) marked "Final" at project-close-out. POLB Form SBE-3P can be downloaded at: www.polb.com/economics/contractors/forms_permits/smallbusiness/default.asp.

Questions concerning the Port's SBE/VSBE Program should be directed to the SBE Program at SBEProgram@polb.com or 562-590-4146, ext. 3212.

6.1.9 Other Supporting Material

Information considered by the Proposer to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be provided to support the proposal. Proposers are cautioned,

however, that this does not constitute an invitation to submit large amounts of extraneous material; supporting material should be relevant and brief.

6.2 Cost Proposal

Proposers should provide an itemized list for all software products and services to be provided. Cost should be associated with project deliverables.

In addition, the cost proposal should provide pricing in the formats set forth in Appendix VI. Notes should be used to explain or qualify any of the prices quoted in the software list or schedules. The cost proposal should be in a separately sealed envelope and clearly marked "Cost Proposal."

7. CONCLUSION

The Port thanks Proposers in advance for their participation in this process.

APPENDIX I - INSTRUCTIONS TO PROPOSERS

This appendix provides detailed instructions for the submission of responses to this RFP. Failure to comply with the conditions set forth in this Appendix will be grounds for rejection of a proposal. The Port prefers to enter into an agreement with a single legal entity for the purposes of this project, but Proposers may elect to submit proposals to meet part of the requirements.

1. REQUIRED REVIEW

The Proposer shall carefully review this RFP without delay for defects and questionable or objectionable matter. Proposer adherence to this process and timeframe will help prevent the opening of a defective proposal upon which award cannot be made, but would result in the exposure of Proposer's prices.

2. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on Wednesday, July 15, 2009 at 9:00 am.

Port of Long Beach Administration Building
925 Harbor Plaza
Long Beach, CA 90801

The purpose of this conference is to ensure that Proposers have adequate information to respond fully and comprehensively to the Port's requirements. During the conference, Port staff will discuss with prospective Proposers the work to be performed and answer questions arising from the initial review of this RFP.

Proposers should have reviewed the RFP thoroughly prior to the pre-proposal conference and be familiar with its content, as well as the Port's functional and technical requirements. Proposers are encouraged to e-mail any questions to ppmsrfp@polb.com prior to the pre-proposal conference. This process will facilitate a more productive pre-proposal conference and result in Proposers obtaining answers to their questions more quickly.

The pre-proposal conference is not expected to take more than 90 minutes. It is recommended that Proposers plan sufficient time to attend the pre-proposal conference; it will not be repeated. However, Proposers who attend the pre-proposal conference and subsequently require further information in order to respond adequately to the RFP should e-mail additional questions to the address specified in Section 1.4. Responses to questions and other related information will be distributed to all registered Proposers. Registration is available through the Port's website (http://www.polb.com/economics/contractors/rfq_rfp/proposals.asp).

3. QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

The members of the Board of Harbor Commissioners request that no Proposer contact them in relation to this RFP. Any contact with a member of the Board will be grounds for rejection of a response to this RFP.

Questions pertaining to the Small/Very Small Business Enterprises Program should be directed to the SBE Program at SBEProgram@polb.com or 562-590-4146, ext. 3212.

All other inquiries or questions regarding this RFP should be directed as referenced in Section 1.4. All questions received prior to, during, and after the pre-proposal conference will be published on the Port's web site at www.polb.com (under Trade/Commerce – Contractors/Vendors – RFQ/RFP) together with the Port's responses to all organizations that have requested this RFP at the Port's website or attended the pre-proposal conference. Questions will not be accepted after 4:00 pm on July 22, 2009.

4. REVIEW OF PROJECT WORK

Before submitting a proposal, the Proposer shall consider the magnitude and character of the work to be done and the difficulties involved in its proper execution. Proposer shall include in any proposal all costs necessary to cover all contingencies essential to the proper installation of all software and the services proposed. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing condition on the part of the Proposer.

5. PROPOSAL FORMAT

Proposals must follow the format detailed in the Section 6 of the RFP. Proposers may regenerate the forms and schedules provided in this RFP for the purposes of their submission. However, Proposers are advised to be careful not to make any mistakes because any material alteration to the format, content or intent of the forms and schedules shall be grounds for disqualification of the proposal. Additionally, if any of the forms or schedules is regenerated, the labeling or heading of such pages must be as contained in this RFP.

Proposals must be signed by an individual authorized to bind the Proposer to its provisions.

Proposers must submit an electronic copy on CD, eight (8) proposal documents (1 original and 7 copies) and one (1) cost proposal in sealed, clearly labeled

envelopes (or boxes). Failure to meet the deadline will result in proposal disqualification without review.

6. CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm, any individual working under the agreement, or any sub-consultant has a possible conflict of interest (e.g. currently employed by the Port on another contract) and, if so, the nature of that conflict. The Port reserves the right to reject a proposal if any conflict disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the proposal to be developed by the Proposer. The Port's determination regarding any questions of conflict of interest shall be final.

7. PROPOSAL VALIDATION PERIOD

The proposal must remain valid for at least one hundred and twenty (120) days from the proposal due date. No Proposer may withdraw its proposal within this period.

8. MAILING ADDRESS AND DEADLINE FOR RECEIPT OF PROPOSALS

Proposals will be received in Long Beach, California, until 4:00 p.m. on August 5, 2009. The mailing address is:

Port of Long Beach
Program and Project Management System
Attention: Brett Schumacher
Information Management Division
P.O. Box 570
Long Beach, CA 90801

The delivery address is:

Port of Long Beach
Program and Project Management System
Attention: Brett Schumacher
Information Management Division
Port of Long Beach Admin Building
925 Harbor Plaza
Long Beach, CA 90801

Proposers must submit one electronic copy on CD and eight (8) proposal documents (1 original and 7 copies) in sealed, clearly labeled envelopes (or boxes). Only one copy of the cost proposal is required. The cost proposal should

be in a separately sealed envelope and clearly marked as such. Failure to meet the deadline will result in proposal disqualification without review.

9. PROPOSER AMENDMENTS TO PROPOSALS

Amendments or withdrawals of proposals shall only be allowed if received prior to the proposal due date. No amendments or withdrawals shall be accepted after the proposal due date for any reason unless offered in response to the Port's specific request.

10. NO PORT OBLIGATION

Receipt of proposals and responses to this RFP does not obligate the Port in any way. The right to accept or reject any or all proposals fully or in part shall be exercised solely by the Port. The Board of Harbor Commissioners is not obligated to select the lowest cost proposal or to select one of the Proposers recommended by Port staff.

11. THE PORT IS NOT RESPONSIBLE FOR PREPARATION COSTS

All costs incurred in the preparation, submission and/or presentation of a proposal responding to the RFP, including but not limited to, the Proposer's travel expenses to attend any pre-proposal conferences, oral presentations, long distance charges, and interview sessions, shall be the sole responsibility of the Proposer and will not be reimbursed by the Port.

The Port will not pay any costs incurred for proposal or agreement preparation as a result of termination of this RFP or termination of the agreement resulting from this RFP.

12. PROPOSAL PROCESSING

All proposals shall be opened in private. Inquiries concerning the status of the proposal evaluation process will not be accepted. Results will be posted on the Port's web site at www.polb.com at the time of award.

13. PARTIAL PROPOSAL

The Port reserves the right to delete certain portions of a successful Proposer's proposal. If the Port exercises this option, such action shall not change the successful Proposer's obligations for any remaining portion of their proposal.

The Port shall not extract any portion of a proposal that, in its reasonable judgment, materially affects the Proposer's ability to perform its obligations under the remainder of the proposal.

14. RIGHT TO USE IDEAS

All proposals and other material submitted become the property of the Port and may be returned only at the Port's option. The Port reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the proposal shall not affect this right.

15. JOINT VENTURES

Where two or more organizations desire to submit a single proposal in response to this RFP, they should do so on a prime/sub-consultant basis rather than as a joint venture. Joint ventures will not be acceptable for the performance of any agreement that may result from this RFP.

16. INSURANCE

The selected Proposer shall comply with the various requirements as described in the sample contract, see Appendix II, and summarized below:

- Insurance coverage must be provided by a company that is permitted to write in California and has a rating of A:VII by A.M. Best & Company
- General Liability – with minimum limits of \$1,000,000 per occurrence and if written with an aggregate, the aggregate shall be double the per occurrence limit
 - o ISO Form CG 0001 or CG 0002.
 - o Additional Insured Endorsement Required.
 - o Include Products/ Completed Operations
- Automobile Liability – with minimum limits of \$1,000,000 per accident.
 - o ISO Form CA 0001 covering “Any Auto” (Symbol 1).
 - o Additional Insured Endorsement Required
- Statutory Workers’ Compensation Insurance.
 - o Waiver of Subrogation in favor of the Port of Long Beach
- Employer’s Liability Insurance - \$1,000,000
- Professional Liability Insurance - \$1,000,000

- 30 day notice of cancellation to Ports for all insurance policies (10 days for non-payment of premium).

17. INFORMATION TECHNOLOGY PRODUCTS AND SERVICES S AGREEMENT

A draft sample of the Agreement for Information Technology Products & Services to be executed with the successful Proposer is attached as Appendix II. Please note that the proposed agreement contains many clauses which are standard in all agreements and are not negotiable. If potential applicants cannot accept such terms and conditions, it is recommended that they not participate in this selection process.

APPENDIX II – STANDARD TERMS AND CONDITIONS

**AGREEMENT
FOR
INFORMATION TECHNOLOGY PRODUCTS
&
SERVICES

BETWEEN

THE CITY OF LONG BEACH,
ACTING BY AND THROUGH ITS BOARD OF HARBOR
COMMISSIONERS

&**

Date For Reference Purposes: _____, 2009

Agreement No.: _____

**AGREEMENT
FOR
INFORMATION TECHNOLOGY PRODUCTS & SERVICES**

THIS AGREEMENT FOR INFORMATION TECHNOLOGY PRODUCTS & SERVICES ("Agreement"), dated for reference purposes as of _____, 2009 by and between the **CITY OF LONG BEACH**, a municipal corporation, acting by and through its **BOARD OF HARBOR COMMISSIONERS** ("City") and _____, a _____ corporation, with a principal place of business at _____ ("Consultant").

WHEREAS, City requires the professional, expert, and technical information systems consulting services of Consultant to assist City in the _____[Describe Services]_____; and

WHEREAS, Consultant possesses extensive experience in _____[Describe Services]_____ as required by City; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required professional, expert, and technical information systems expertise;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

- a) **“Authorized Subcontractor”** shall mean a subcontractor or service provider of Consultant who has been approved by the City beforehand and in writing to carry out any part of Consultant’s obligations under this Agreement.
- b) **“Board”** shall mean the Board of Harbor Commissioners of City.
- c) **“Change Order”** shall have the meaning assigned to it in SECTION 3 (“CHANGE ORDER PROCESS”).
- d) **INTENTIONALLY OMITTED.**
- e) **“City Work Product”** shall have the meaning assigned to it in Section 14(a) (“Disclosure of Work Product”).
- f) INTENTIONALLY OMITTED
- g) **“Confidential Information”** shall have the meaning assigned to it in Section 15(a) (“Protection”).
- h) **“Contract Administrator”** shall mean the City’s representative who has been identified as such from time to time by the City, and who shall have authority to act for the City under this Agreement.
- i) **“Deliverables”** shall mean collectively all items provided or to be provided by Consultant hereunder, including without limitation all Software and Services.
- j) **“Developed Software”** shall mean Software, in both Object Code and Source Code formats, which is not Existing Software, and which is identified as such in a Statement of Work. Developed Software shall also specifically include databases and the data residing in those databases.
- k) **“Disclosing Party”** shall have the meaning assigned to it in Section 15(a) (“Protection”).
- l) **“Documentation”** shall mean all information reasonably necessary or desirable, or as described in a Statement of Work, to be provided to Consultant by the City which describes the form, features or operation of the Deliverables and which is contained in a tangible medium, such as written format, tape, magnetic or other media, and including without limitation all Updates of Documentation and Documentation which the City may require at any time.
- m) **“Effective Date”** shall mean the first date upon which all of the following shall have occurred: (a) this Agreement has been signed by the City by the person authorized by the City to sign on its behalf and also signed by the Consultant’s authorized representative; (b) this Agreement has been approved by the Board, or by the City’s Executive Director

when authorized to give such approval; and (c) the Office of the City Attorney has indicated in writing its approval of this Agreement as to form.

- n) **“Error”** shall mean any material failure of any Deliverable to conform to its Specifications.
- o) **“Existing Software”** shall mean that Software, in Object Code format, which exists as of the Effective Date and which is identified as such in the Statement of Work, and includes Documentation and Updates.
- p) **“Fees”** shall mean those amounts to be paid to Consultant hereunder, and which are described as such in the Statement of Work.
- q) **“Force Majeure”** shall have the meaning assigned to it in SECTION 9 (“FORCE MAJEURE”).
- r) **INTENTIONALLY OMITTED**
- s) **“Indemnified Parties”** shall have the meaning assigned to it in SECTION 16 (“INTELLECTUAL PROPERTY AND DELIVERABLES INDEMNITY”).
- t) **“Invention”** shall mean any and all trade secrets, inventions, mask works, ideas, processes, formulae, Source Codes, Object Codes, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques existing as of the Effective Date or coming into existence thereafter.
- u) **“Invoice”** shall have the meaning assigned to it in Section 10 (c) (“Invoices”).
- v) **“Job Cost Report”** shall mean detailed, written or electronic records of the Consultant which describe fully Consultant’s costs in its performance under this Agreement, and including all periodic and cumulative amounts to date of revenue, costs, gross profit and billing information against bid projected costs, and sub-accounts for the different types of all cost categories.
- w) **“Maintenance”** shall mean the management of the City’s proprietary Clean Trucks Program Databases described in the Statement of Work.
- x) **“Object Code”** shall mean computer software programs, not readily perceivable by humans, and which are suitable for machine execution without the intervening steps of interpretation or compilation.
- y) **“Pre-existing Materials”** shall mean the materials described on Exhibit E, attached hereto and incorporated herein by reference.
- z) **“Project Plan”** shall mean that portion of the SOW specifying the Deliverables and the Schedule (including without limitation all start and end dates for all Tasks).
- aa) **“Receiving Party”** shall have the meaning assigned to it in Section 15(a) (“Protection”).

- bb) **“Schedule”** shall mean the schedule of Deliverables, dates and Fees described as such in a Statement of Work.
- cc) **“Services”** shall mean collectively, the Tasks described in each Statement of Work.
- dd) **“Shrink-Wrap Agreement”** shall mean any form of license or other agreement included with any Deliverables hereunder, and including without limitation any embedded “click-wrap” license agreement, or any license agreement which is presented under shrink-wrap or other plastic coverings the removal of which may be deemed to effect agreement with the terms of such license agreement.
- ee) **“Software”** shall mean collectively: (i) Existing Software; and (ii) Developed Software, and in all cases including all Documentation.
- ff) **“Source Code”** shall mean any sequence of statements or declarations written in human-readable computer programming language that is not in machine readable format and which is not suitable for machine execution without the intervening steps of interpretation or compilation.
- gg) **“Specifications”** shall mean collectively all operational, functional or other specifications with respect to any Deliverables, including without limitation all Documentation and those specifications described as such in the Statement of Work.
- hh) **“Statement of Work”** or **“SOW”** shall mean the description of the work to be carried out by Consultant, the Deliverables to be provided by Consultant, the Schedule to be met by Consultant, and the Fees to be paid, and contained in the format described in EXHIBIT B (“STATEMENT OF WORK”).
- ii) **“Task Assignment”** shall mean a written description of work activity provided by the City describing work to be carried out by Consultant, and consisting of at least one (1) Task and an associated Fee.
- jj) **“Tasks”** shall mean the smallest units of work activity described under each Statement of Work.
- kk) **“Update”** shall mean any modification of or addition to the Software or Documentation, including without limitation all new releases, versions, sub-versions, corrections, “patches” and maintenance releases, which Consultant may prepare, obtain, or have prepared at any time.
- ll) **“Viruses”** shall have the meaning assigned to it in Section 17(d) (“Viruses”).
- mm) **“Work Product”** shall have the meaning assigned to it in SECTION 14 (“RIGHTS IN WORK PRODUCT AND LICENSES”).

2. DELIVERABLES.

- a) **Services.** Consultant shall perform Services, strictly in accordance with each Statement of Work.
- b) **Software.**
 - i) **Existing Software.** Consultant shall provide Existing Software according to the Statement of Work, but in no event later than the delivery of any Developed Software with which such Existing Software is to be integrated pursuant to such Statement of Work.
 - ii) **Developed Software.** Consultant shall prepare and deliver to the City all Developed Software, strictly in accordance with each Schedule.
- c) **Documentation.** Consultant shall prepare and deliver to the City all Documentation, strictly in accordance with each Schedule.
- d) **Authorized Subcontractors.** With prior approval of the City, the Consultant may enter into contracts and agreements with Authorized Subcontractors for the performance of portions of this Agreement. The Consultant shall at all times be responsible for the acts, errors or omissions of its Authorized Subcontractors and persons directly or indirectly employed by them. Nothing in this Agreement shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of, any sums to any Authorized Subcontractors or any other third party. No such Authorized Subcontractor shall be a third party beneficiary of this Agreement. Upon written request from the Contract Administrator, the Consultant shall promptly supply the City with all subcontractor agreements.
- e) **Site Visits by Consultant.** All visits by Consultant to the City's facilities must have prior approval by the Contract Administrator. Visiting Consultant representatives must carry City-issued identification badges, and conform to such security, safety and other requirements as the City may from time to time impose.
- f) **Permits.** The Consultant and its Authorized Subcontractors, officers, agents and employees shall obtain and maintain all permits and licenses necessary for the Consultant's performance hereunder and shall pay any third-party fees required therefor.

3. CHANGE ORDER PROCESS.

- a) **Process.** Unless expressly agreed to otherwise in a Statement of Work, the Specifications, the Schedule and the Fees are as described in such Statement of Work, and shall not be changed without the prior, written consent of the City. Provided, however, that in the event that the City wishes to change the Specifications or the Schedule, then the City shall so notify the Consultant in writing, describing the changes to be made and including written confirmation from the Harbor Department Risk

Manager that no insurance is required for this change other than the insurance required in Exhibit “C.”. The Consultant shall respond to such notification promptly in writing (and in no event later than ten (10) days thereafter) describing any increase in Fees which the Consultant seeks with respect to such changes. If thereafter agreed to by the parties, the parties shall record their agreement with respect to such changes, and increase in Fees (if any) in a written change order (“Change Order”), to be signed by the parties, and which will amend this Agreement. Invoices for Fees pursuant to Change Orders will be identified and issued separately from other Invoices.

- b) **No Obligation.** EXCEPT AS PROVIDED IN THIS SECTION 3 (“CHANGE ORDER PROCESS”), THE CITY SHALL HAVE NO OBLIGATION TO PAY, AND SHALL NOT PAY, ANY INCREASE IN FEES REGARDLESS OF ANY ADDITIONAL WORK CARRIED OUT UNDER THIS AGREEMENT BEYOND THAT WHICH IS EXPRESSLY DESCRIBED IN EACH STATEMENT OF WORK.

4. **SUBSTITUTIONS AND QUALITY.**

- a) **Substitutions.** Substitution of any other goods or services for Deliverables called for in any Statement of Work may not be tendered without the prior, written consent of the Contract Administrator. Consultant shall not use any specification in lieu of the Specifications contained in each Statement of Work without the prior, written consent of the City.
- b) **Quality.** The Consultant’s work shall reflect competent professional knowledge, judgment, and accepted industry practice. Subject to SECTION 11 (“TERM AND TERMINATION”), the Consultant shall promptly correct, or remedy any work, errors, or omissions, at its sole expense, which do not conform to the provisions of this Agreement.

5. **DELIVERY, INSPECTION, ACCEPTANCE AND REJECTION.**

- a) **Delivery.** Consultant shall deliver all Deliverables according to the Schedule to such addresses as may be from time to time specified by the City. Consultant shall strictly adhere to the Schedule specified in this Agreement. Time shall be of the essence of Consultant’s performance under this Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities of Deliverables specified herein are the only quantities required. If Consultant delivers in excess of the quantities of Deliverables specified herein, the City shall not be required to make any payment for the excess Deliverables, and may at the City’s discretion dispose of such excess Deliverables, return such excess Deliverables to Consultant at Consultant’s expense and risk, or make such excess Deliverables available for pick-up by Consultant.
- b) **Inspection.** The City shall have a reasonable period, in no event less than thirty (30) days, commencing with the date of delivery of Deliverables to inspect and test such Deliverables to ensure that such Deliverables fully conform to this Agreement, fully conform to their Specifications, fully conform to their Documentation, and fully comply with all representations and statements made by Consultant with respect thereto. Consultant shall fully cooperate and assist the City in the course of such inspection and

delivery at no cost to the City. In the event of any failure of such Deliverables to so fully comply with any of the foregoing (each such condition to be considered an “Error”), the City may, at its discretion and upon notice, reject any or all such Deliverables. In such case, Consultant shall within forty-eight (48) hours of such notice remove all such Deliverables from the City’s premises (at Consultant’s sole expense), and replace such Deliverables with conforming Deliverables promptly (and in no event later than five (5) business days thereafter).

- c) **Acceptance and Rejection.** Upon the completion of the inspection and testing described in Section 5(b) (“Inspection”), the City shall inform Consultant of whether the corresponding Deliverables are accepted by the City. Any failure of the City to provide such notice within sixty (60) days of delivery shall be deemed a rejection thereof. The Consultant shall remove all rejected Deliverables promptly, and in no event later than five (5) days after such rejection. The City shall be free to dispose of any Deliverables which are not so removed. Acceptance of Deliverables shall not be construed to waive any warranty rights that the City might have at law or by this Agreement.

6. SAMPLES.

Consultant shall promptly provide to the City upon reasonable request from time to time, and without cost, samples or demonstrations of Deliverables for inspection and testing. Such samples must be identical in all respects to the Deliverables specified in each corresponding Statement of Work. Such samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned to Consultant at Consultant’s risk and expense.

7. **SAFETY AND ACCIDENT PREVENTION.** The City agrees to provide a suitable and safe environment at its facilities with respect to Services to be provided under this Agreement. In performing work under this Agreement, Consultant shall conform to all specific safety requirements contained in the Agreement and as required by law or regulation. Consultant shall take any additional precautions as the City may reasonably require for safety and accident prevention purposes, and shall at all times exercise reasonable and prudent judgment with respect thereto. Any violation of such requirements, laws or regulations shall be considered a material breach of this Agreement.

8. PERSONNEL.

- a) **Information.** The City shall provide reasonably necessary representatives with authority to act on the City’s behalf with respect to approvals, requests, and meeting scheduling.
- b) **Capacity.** Consultant warrants that the size of the staff employed by the Consultant in its performance hereunder shall be reasonably adequate in number and quality at all times to perform the work required by this Agreement and to add such addition personnel as are necessary to accomplish any work required by any Change Order.
- c) **Identification.** The Consultant shall furnish the City from time to time upon request the names, titles, and qualifications of its key project personnel and subcontractors, including without limitation individual resumes, and the tasks to be performed by such individuals. Upon receipt of such request, the Consultant shall respond within two (2) business days.

- d) **Approval.** The Contract Administrator shall have the right to interview and approve all personnel of Consultant and Authorized Subcontractors. Resumes of individual personnel will be reviewed and approved by the City's Contract Administrator before the individual shall be assigned work. The Consultant shall minimize changes to any Consultant personnel with respect to any Statement of Work. Any unreasonable assignment or discharge of such personnel may, at the City's option, be deemed a material breach of this Agreement by Consultant. The City shall have the right to request key personnel changes and to review and approve key personnel changes proposed by the Consultant. No change can be made without City's approval. The City shall have the right to require removal of any personnel with or without cause, which removal shall be effected no later than seventy-two (72) hours, or in the case of any removal requested for security or work rule reasons, immediately.
- e) **Control.** The Consultant's and the Authorized Subcontractors' personnel shall at all times remain under the control of the Consultant.

9. FORCE MAJEURE. If either party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, terrorist attacks, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Consultant or its Authorized Subcontractors ("Force Majeure"), then such party shall immediately notify the other party in writing, and such party's performance shall be suspended for the period equal to the period time of such cause for suspension of performance.

10. FEES, INVOICES AND PAYMENT.

- a) **Fees.** The City shall pay the Fees described in each Statement of Work for Services and Deliverables which have been accepted by the City. Any Fees called for in any Statement of Work shall not increase unless expressly agreed to otherwise by the City. Unless expressly stated in a Statement of Work, all salaries, wages, or other payments (including without limitation any overtime) to any third parties, Authorized Subcontractors or employees, shall be the sole responsibility of the Consultant, and the Consultant hereby agrees to fully indemnify, defend and hold harmless the City with respect thereto.
- b) **Travel and Costs.** Travel time of the Consultant's personnel shall not be charged to, or paid by, the City unless specifically provided for in the Statement of Work. Any allowed travel time shall be at the City's own normal rates, without allowance for premium or overtime.
- c) **Invoices.** Upon the City's acceptance of each delivery of Deliverables (including without limitation acceptance of completed Services), the City shall so notify Consultant, and Consultant shall issue a written invoice ("Invoice") to the City with respect thereto. Each such Invoice shall meet all the invoice criteria described in EXHIBIT D ("INVOICE CRITERIA"), and shall contain the contract/purchase order number, the vendor code number, and the identification of material, equipment and/or services covered by the Invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the Invoice. All Invoices shall be accompanied by such written documentation

as the City may reasonably require in order to support the amount and calculation of all corresponding Fees. Invoices for Services shall be issued monthly for all Services provided during the immediately preceding month.

- d) **Payment.** Such Invoices, if correct, will be certified, and paid within thirty (30) days after receipt of Invoice. Invoice payments will not be made if the Invoice is received more than six (6) months after acceptance of corresponding Deliverables. No such Invoice shall be certified for payment, or paid, unless and until it shall first conform to Section 10(c) ("Invoices") above. In the event of any dispute of any Fees under any Invoices, the City agrees to make payment of all undisputed amounts as hereinabove provided.
- e) **Business Tax Registration.** Consultant shall register and remain in compliance with during the Term of this Agreement the City of Long Beach Municipal Code Titles 3 and 5.
- f) **Taxpayer Identification Number ("TIN").** Consultant hereby represents and warrants that its TIN is_____. No Fees shall be payable or paid to Consultant unless and until such TIN is verified by the City as valid.
- g) **Third Party Claims.** The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter or Deliverables produced hereunder), against the Consultant's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

11. TERM AND TERMINATION.

- a) **Term.** The term of this Agreement (“Initial Term”) shall commence upon the Effective Date and shall expire _____ thereafter, unless earlier terminated or extended as hereinafter provided. The City may, in their sole discretion, extend the Term of this Agreement by delivery of written notice to Consultant at least thirty (30) calendar days prior to the start of the extended period, which shall be a period of not less than thirty (30) additional calendar days.
- b) **Termination without Cause.** This Agreement may be terminated by the City, without cause, upon written notice. Upon receipt of such notice, the Consultant shall immediately stop all work under this Agreement. The Consultant shall be entitled to payment of Fees for all Deliverables completed, including without limitation Services provided (in both cases where accepted by the City), until the date of such notice, and also to reimbursement for reasonable and documented re-stocking charges imposed on Consultant by third party suppliers due to such termination, where such charges have been called to the City’s attention beforehand and in writing. The Consultant shall then deliver to the City, in an organized and usable form, all Deliverables “work in process” as of such date.
- c) **Termination for Material Breach.** Either party may terminate this Agreement upon notice, in whole or in part, for the material breach of this Agreement by the other party (including without limitation, in the case of Consultant, any such breach by Consultant’s Authorized Subcontractors) which has remained uncured for a period of ten (10) days from the date of notice thereof to the breaching party. Without limiting the generality of the foregoing: (i) any late payment of Fees by the City shall not, in and of itself, be deemed a material breach of this Agreement; and (ii) any failure of Consultant to timely perform Services or deliver other Deliverables according to any Schedule and this Agreement, shall be deemed a material breach hereof, and in such case the City shall also have the right to reject all such Deliverables. Also, in the event the Agreement is terminated in accordance with this Section 11(c) (“Termination for Material Breach”), the City may also take possession of all Deliverables in process and of all materials, tools, equipment, and property of the Consultant, which have been provided in connection with the work, and may complete the work by whatever method or means the City may select. The cost of completing the work shall be deducted from the balance which would have been due the Consultant had the Agreement not been terminated and the work completed in accordance with the Agreement.
- d) **Disqualification.** In the event Consultant receives one (1) or more notices of material breach as described in Section 11(c) (“Termination for Material Breach”), whether such material breaches are cured or not, the City may consider such material breaches in making any subsequent determination of responsibility with respect to future awards.
- e) **Remedies Not Exclusive.** Any election by the City to seek any remedy under this SECTION 11 (“TERM AND TERMINATION”), including without limitation any right to reject Deliverables or to require expedited shipping, shall not limit any other rights or remedies which the City may have with respect to any breach of this Agreement.

- f) **Right of Offset.** The City reserves the right to offset any and all costs and damages suffered by the City under this Agreement against any outstanding invoices or amounts otherwise owed to the Consultant or to make a claim against the Consultant therefor.
 - g) **Suspension of Work.** The Contract Administrator may orally direct the Consultant to suspend, and to subsequently resume performance of all or any part of the work. Such direction shall be confirmed in writing. An equitable adjustment in the work completion schedule and corresponding Fees (if fixed price) shall be negotiated and confirmed by a Change Order or a revision to a task assignment if such suspension impacts the cost of the work and/or work completion schedule. The City shall pay the Fees due for the suspended work up to the effective date of suspension notice and shall resume Fee payments effective as of the work resumption date.
 - h) **Errors and Omissions.** The Consultant will be responsible for correcting or remedying any errors or omissions which occur in performance of the services under this Agreement and which are the result of the Consultant's negligence, action or omission, regardless of whether the foregoing are a material breach hereof or not. The cost of correcting or remedying any such error or omission shall be borne by the Consultant. Revising Consultant-prepared documents at the request of the City to incorporate comments by the public or by agencies having jurisdiction in matters of the particular task assignment is not considered to be a remedy of errors or omissions, but is considered an integral part of document preparation which may be called for by a Task Assignment.
12. **TAXES.** Unless otherwise required by law, the City is exempt from Federal excise taxes. The City will only pay for any State or local sales or use taxes on the Services rendered or other Deliverables supplied to the City pursuant to this Agreement.
13. **RECORDS AND AUDIT.**
- a) **Records and Audits.** The Consultant shall maintain books, records, documents and other evidence showing all costs and expenses incurred by the Consultant for this Agreement. The City shall have the right, upon twenty-four (24) hours' notice, to audit such books, records, documents, and other evidence, and Consultant's accounting procedures and practices, as determined by the City, to verify all Fees and any costs and expenses claimed. The City may also request, and the Consultant shall provide, on two (2) business days' notice, full and complete Job Cost Reports. The City retain this right for at least three (3) years after final payment of any Fee hereunder and until all disputes, appeals, litigation, or claims have been resolved. This right shall also include audit at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Agreement. In addition, the Consultant shall, at no cost or expense to the City, furnish reasonable facilities and assistance for such an audit. Upon request, Consultant shall also provide copies of documents applicable to this Agreement. The City shall have the right to use and disclose all audit findings, including without limitation any Job Cost Reports, to the extent reasonably necessary or desirable in order to enforce the City's rights under this Agreement.

- b) **Progress Reports.** The Consultant shall, as required by the Contract Administrator from time to time, submit reports summarizing all the Tasks under this Agreement, the work accomplished, work left to be done, work to be done in the coming months, and the estimated completion dates, including without limitation any deviations or reasonably likely deviations from the Schedule. Each such report shall be organized by Task and shall include the Task number, Task coordinator, Task title, the authorized Fee, the start date and completion date, and the total of Fees received to date by the Consultant. Such report shall also show the total Fees received by the Consultant under this Agreement.
- c) **Right to Review.** The City reserves the right to review any portion of the Services performed by the Consultant under this Agreement, and the Consultant agrees to cooperate to the fullest extent. Consultant shall furnish to the City such reports, statistical data, and other information pertaining to the Consultant's Services as shall be reasonably required by the City. The right of the City to conduct such review shall not relieve the Consultant of any obligation set forth herein.

14. **RIGHTS IN WORK PRODUCT AND LICENSES.**

- a) **Disclosure of Work Product.** For purposes of this Agreement, "Work Product" shall mean any Invention whether or not patentable, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, Developed Software (including without limitation any website or other works). Consultant shall disclose promptly in writing to the City, or any person designated by the City, all Work Product which is solely or jointly conceived, made, reduced to practice, or learned by Consultant in the course of any work performed hereunder ("City Work Product"). Consultant hereby represents and warrants that any Work Product relating to the City's business or any project which Consultant has made, conceived, learned or reduced to practice prior to the Effective Date of this Agreement ("Prior Work Product") has been disclosed in writing to the City and attached to this Agreement as EXHIBIT A ("PRIOR WORK PRODUCT"). If disclosure of any such Prior Work Product would cause Consultant to violate any prior confidentiality agreement, Consultant shall not list such Prior Work Product, but shall instead disclose a cursory, non-confidential name for each such item, a listing of the party(ies) to whom it belongs, and the fact that full disclosure as to such Prior Work Product has not been made for that reason. Consultant agrees that in execution of its duties under this Agreement it will exercise due care not to use Prior Work Product in which third parties would have a claim of ownership or breach of confidentiality agreements involving confidential information of others. Consultant agrees that any and all Inventions made, learned, derived, conceived, written, created or first reduced to practice in the performance of work under this Agreement shall be the sole and exclusive property of the City.
- b) **Assignment and License.** Consultant hereby irrevocably assigns and agrees to assign to the City all right, title and interest worldwide in and to City Work Product and all applicable intellectual property rights related to City Work Product including without limitation all copyrights, mask work rights, trademarks, service marks, trade secrets, patents (including original applications, divisional applications, continuation applications, continuation-in-part applications, reissues, reexamination certificates, rights of priority,

and utility models), moral rights, and contract and licensing rights, however and wherever arising (collectively, the “Proprietary Rights”). Except as set forth below, Consultant retains no right to use the City Work Product and agrees not to challenge the validity of any patent, copyright, trade secret, or trademark owned by the City or resulting from the City’s ownership of the City Work Product. Consultant hereby grants to the City a nonexclusive, fully transferable, perpetual, fully paid up, irrevocable, worldwide license, with rights to sublicense through multiple tiers of sublicensees, to reproduce, make derivative works of, distribute copies to the public by sale or other transfer of ownership, or by rental, lease, or lending, publicly perform, and publicly display in any form or medium, whether now known or later developed, digitally perform, distribute, make, have made, use, lease, offer for sale, import and sell any Prior Work Product incorporated or used in the City Work Product for the purpose of developing and marketing City’s products, and carrying on the City’s business.

- c) **Waiver or Assignment of Rights.** If Consultant has any rights to the City Work Product which cannot be assigned to the City, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the City with respect to such rights, and agrees, at the City’s request and expense, to consent to and join in any action to enforce such rights. If Consultant has any right to the City Work Product which cannot be assigned to the City or waived by Consultant, Consultant unconditionally and irrevocably grants to the City during the term of such rights, an exclusive (both as to Consultant and all third parties), fully-transferable, irrevocable, perpetual, worldwide, fully paid up license, with rights to sublicense through multiple tiers of sublicensees, to reproduce, make derivative works of, distribute copies to the public by sale or other transfer of ownership, or by rental, lease, or lending, publicly perform, and publicly display in any form or medium, whether now known or later developed, digitally perform, distribute, make, have made, use, lease, offer for sale, import and sell goods and services under such rights. Consultant hereby waives and quitclaims to the City any and all claims, of any nature whatsoever, which Consultant now has or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the City.
- d) **Continuing Assurances and Enforcement.** Consultant agrees to cooperate with the City or its designee(s), both during and after the Term of this Agreement, in the procurement and maintenance of the City’s rights in the City Work Product and to execute, when requested, any other documents deemed necessary by the City to carry out the purpose of this Agreement. Without limiting the generality of the foregoing, for its employees and agents assigned to design the Deliverables, Consultant agrees to cause them to enter into agreements obligating them to assign Work Product to the Consultant in a format reasonably required by the City, for simultaneous or subsequent assignment of such Work Product to the City by the Consultant. To the extent the Consultant is unable to procure assignment of the rights in the Work Product, Consultant hereby irrevocably appoints the City as its attorney in fact to take all such actions and to secure execution of relevant copyright, patent, trademark, and trade secret documents and assignment of rights therein to the City. Consultant shall assist the City in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to the City Work Product in any and all countries. To that end Consultant

shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the City may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, maintaining, and enforcing such Proprietary Rights and the assignment thereof. In addition, Consultant shall execute, verify and deliver assignments of such Proprietary Rights to the City or its designee. Consultant's obligation to assist the City with respect to Proprietary Rights relating to such the City Work Product in any and all countries shall continue beyond the expiration or termination of this Agreement, but the City shall compensate Consultant at a reasonable rate after such expiration or termination for the time actually spent by Consultant at the City's request on such assistance and for reasonable expenses.

- e) **Existing Software License.** Consultant hereby grants to the City a worldwide, perpetual, irrevocable, non-exclusive, fully paid up, transferable license, including the right to grant sublicenses through multiple tiers, with respect to the Existing Software in order to use, have others use, copy, execute, publicly perform, and publicly display the Existing Software.
- f) **Documentation License.** Consultant hereby grants to the City a worldwide, perpetual, irrevocable, non-exclusive, fully paid up, transferable license, including the right to grant sublicenses through multiple tiers, with respect to the Documentation in order to use, copy, execute, distribute copies to the public by sale or other transfer of ownership, or by rental, lease, or lending, publicly perform, publicly display, digitally perform and create derivative works of the Documentation solely in connection with the City's exercise of its rights under this Agreement.
- g) **Tradenames, Trademarks, and Service Marks.** The parties understand that the City intend to brand certain products and/or services with _____ (collectively "Marks.") Consultant agrees that any use of these or confusingly similar Marks shall not inure to the benefit of Consultant but shall only inure to the benefit of City. Consultant agrees to refrain from using the Marks or any confusingly similar marks in its business unless authorized in writing by City. Consultant hereby acknowledges City's exclusive rights in the MARKS. Consultant further acknowledges that the MARKS are unique and original to the City and that City is the sole and exclusive owner thereof. Consultant shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, City's exclusive right and title to the MARKS or the validity thereof.

15. CONFIDENTIAL INFORMATION.

- a) **Protection.** Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain non-public information regarding the Disclosing Party's business, including technical, marketing, financial, personnel, planning and other information ("Confidential Information"). The Disclosing Party shall mark all such Confidential Information in tangible form with the legend 'confidential', 'proprietary', or with similar legend. With respect to Confidential Information disclosed orally, the Disclosing Party shall describe such Confidential Information as such in writing within thirty (30) days after the date of oral disclosure.

Regardless of whether so marked, however, any non-public information regarding the Developed Software (in Source Code and Object Code formats), shall be deemed to be the Confidential Information of the City.

- b) **Protection of Confidential Information.** Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of the Disclosing Party (using the same degree of care which the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care). The Receiving Party shall also not use the Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and shall limit the disclosure of the Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information of the Disclosing Party, bound in writing by confidentiality terms no less restrictive than those contained herein. The Receiving Party shall provide copies of such agreements to the Disclosing Party upon request; provided, however, that such agreement copies shall themselves be deemed Confidential Information of the Receiving Party. Notwithstanding the foregoing, after the expiration or termination of this Agreement and the return by the Receiving Party of the Confidential Information of the Disclosing Party as provided in Section 15(d) ("Return of Confidential Information"), the Receiving Party shall be free to use internally (but not disclose) any ideas, concepts and know-how contained in such Confidential Information: (i) which relate to the business of the Receiving Party; and (ii) which have been retained mentally by employees of the Receiving Party through the course of their performance under this Agreement.
- c) **Exceptions.** Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party as reflected in the written records of the Receiving Party; (ii) was or has been disclosed by the Disclosing Party to a third party without obligation of confidence; (iii) was or becomes lawfully known to the general public without breach of this Agreement; (iv) is independently developed by the Receiving Party without access to, or use of, the Confidential Information; (v) is approved in writing by the Disclosing Party for disclosure by the Receiving Party; (vi) is required to be disclosed in order for the Receiving Party to enforce its rights under this Agreement; or (vii) in the opinion of the City Attorney of Long Beach is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement immediately and in writing, and shall cooperate reasonably with the Disclosing Party, at the Disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.
- d) **Return of Confidential Information.** The Receiving Party shall return to the Disclosing Party, destroy or erase all Confidential Information of the Disclosing Party in tangible form upon the written request of the Disclosing Party (except for Deliverables and any

other items which the City is otherwise entitled to retain under this Agreement) and the Receiving Party shall certify promptly and in writing that it has done so.

16. INTELLECTUAL PROPERTY AND DELIVERABLES INDEMNITY.

- a) **Statement of Indemnity.** Consultant agrees that from and after the Effective Date it shall fully indemnify, defend and hold harmless the City, and its affiliates, officers, directors, agents, employees, customers and assigns (the “Indemnified Parties”) from and against any and all claims, losses, liabilities, damages and costs (including attorneys' fees and court costs) arising from or relating to any Deliverables or arising from or relating to any claim, demand, threat, suit or proceeding by any third party regarding the Deliverables, including without limitation any claims of injury to persons or property, or of intellectual property infringement or misappropriation, by any third party. The indemnity given by Consultant herein shall not include any claims, losses, liabilities, damages and costs (including attorneys’ fees and court costs) arising from or relating to the data content, or the City’s use of the data that is contained in the database(s) that comprise the City Work Product or the Deliverables, provided that the alleged claim are not the result of a failure of Consultant to perform the Deliverables or its obligations herein. The City shall notify Consultant promptly of any third party claim in connection with the foregoing, shall cooperate reasonably with Consultant in connection therewith (at Consultant's expense), in the defense or settlement of the foregoing. The City shall have the right at its own expense to be represented in any action related to the foregoing by counsel of its own choice, and shall cooperate reasonably with Consultant with respect to such litigation.
- b) **Control.** In Consultant’s defense of the City, negotiation, compromise, and settlement of any foregoing infringement or misappropriation action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom.
- c) **Bonds.** Consultant understands and agrees that it shall, upon the City’s request, furnish a bond to the City, in an amount as may be reasonable in the City’s judgment, against any and all loss, damage, costs, expenses, claims and liability for any possible infringement or misappropriation.
- d) **Claims and Remediation.** If Consultant receives notice of a claim, demand, threat, suit or proceeding regarding alleged intellectual property infringement or misappropriation by the Deliverables, or if in Consultant’s judgment such a claim is likely, Consultant may, at its sole expense, procure for City ownership of, or the right to continue using, the Deliverables, modify the Deliverables so that they are no longer infringing, or replace the Deliverables with other items of the same technical specifications and the same or better functionality and performance, which shall, upon acceptance by the City, be considered Deliverables.
- e) **Use of Funds.** Consultant certifies that it has appropriate systems and controls in place to ensure that City’s funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

17. WARRANTIES.

- a) Deliverables.** Consultant hereby represents and warrants that the Deliverables (including without limitation all Software, but not including Services) shall materially conform to their corresponding Specifications (including without limitation all Documentation) in normal use for a period of three (3) years from the date of their acceptance by the City. In the event of any breach of the foregoing warranty, the City shall promptly notify Consultant, and Consultant shall immediately either replace or, if commercially reasonable, repair such non-conforming Deliverables, and provide the same immediately to the City. Any failure of Consultant to carry out the foregoing in a manner reasonably satisfactory to the City, may, at the City's option, be considered a material breach of this Agreement for purposes of SECTION 11 ("TERM AND TERMINATION"). Any such repaired or replaced Deliverables shall continue to have the balance of their warranty period as hereinabove stated; provided, however, that such warranty period shall in no event be less than ninety (90) days.
- b) Services.** Consultant represents and warrants that Consultant shall perform the Services in a professional and workmanlike manner, in accordance with the best practices of Consultant's industry, and in material conformity with corresponding Specifications (including without limitation all Documentation). In the event of any breach of the foregoing warranty, the City shall promptly notify Consultant, and Consultant shall immediately re-perform the non-conforming Services. Any failure of Consultant to carry out the foregoing in a manner reasonably satisfactory to the City, may, at the City's option, be considered a material breach of this Agreement for purposes of SECTION 11 ("TERM AND TERMINATION").
- c) General.** Consultant represents and warrants that: (i) Consultant has full power and authority to enter into this Agreement and the person signing the Agreement on Consultant's behalf has been duly authorized and empowered to enter into this Agreement; (ii) the Deliverables shall not contain any materials which are unlawful, defamatory, libelous, threatening or abusive, (iii) Neither the Deliverables (including without limitation the provision of Services) nor any element thereof, infringes or shall infringe or misappropriate the intellectual property rights of any third party, including without limitation any patent, copyright, trademark or trade secret rights; (iv) the Deliverables shall not be subject to any restrictions, including without limitation any liens, mortgages, pledges, security interests, encumbrances, or encroachments; (v) Consultant is not under, and shall not enter into any, obligation or obligations inconsistent with the provisions of this Agreement; and (vi) Consultant shall not violate any law, statute, ordinance, or regulation in the course of its performance under this Agreement.
- d) Viruses.** Consultant represents and warrants that it has exercised and shall exercise its most diligent efforts to ensure that no viruses, "Trojan Horses", "Worms" or other damaging, dangerous or objectionable code (collectively, "Viruses") are included with the Deliverables. If at any time a Virus may be found to exist in or have emanated from the Deliverables, or any electronic data, information or report generated thereby, Consultant agrees, at its sole expense, to exercise its most diligent efforts (including but

not limited to providing appropriate replacement products, software, installation, and diagnostic testing) to remove such Virus within five (5) days of City's notice.

- e) **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. NOT USED.

19. SURVIVAL AND ORDER OF PRECEDENCE. In the event of any expiration or termination of this Agreement, the provisions of Section 1 ("Definitions"), Section 3(b) ("No Obligation"), Section 11 ("Term and Termination"), Section 13 ("Records and Audit"), Section 14 ("Rights in Work Product and Licenses"), Section 15 ("Confidential Information"), Section 16 ("Intellectual Property and Deliverables Indemnity"), Section 17 ("Warranties"), Section 18 ("Limitation of Liability"), Section 19 ("Survival and Order of Precedence"), and Section 20 ("General") shall survive and shall continue to bind the parties. In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- (a) Latest Change Order
- (b) Task Assignment
- (c) Agreement
- (d) Other referenced documents.

20. GENERAL.

a) Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

b) Attorneys' Fees. In the event any proceeding or lawsuit is brought by the City or Consultant in connection with this Agreement, each party shall bear its own attorneys' fees and costs.

c) Forum. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Long Beach. The State and Federal Courts located in the City of Los Angeles shall have exclusive jurisdiction over any disputes under this Agreement, and the parties hereby submit to the personal jurisdiction of such courts.

d) Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Consultant will cause the City irreparable damage for which recovery of money damages would be inadequate, and that the

City shall therefore be entitled to obtain timely injunctive relief to protect the City's rights under this Agreement in addition to any and all remedies available at law.

e) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Any such notice or report directed to the City shall be delivered to:

CITY OF LONG BEACH

Director of Information Management
Port of Long Beach
925 Harbor Plaza
P.O. Box 570
Long Beach, CA 90801

Any such notice or report directed to the Consultant shall be delivered to:

Either party, by written notice, may designate different or additional person(s) or different addresses.

f) Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

g) Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

h) Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

i) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

j) Assignment. Neither this Agreement nor any rights or obligations of Consultant hereunder may be assigned by Consultant in whole or in part without the prior written approval

of City. Such approval may be withheld for any reason or no reason as this Agreement is a personal services contract and was awarded to Consultant based on the qualities of Consultant. For the purposes of this Subsection 20(j) ("Assignment"), a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Consultant shall be considered an assignment of Consultant's rights and obligations. City's rights and obligations, in whole or in part, under this Agreement may be assigned by City. City may exercise full transfer and assignment rights in any manner at City's sole discretion.

k) Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

l) Relationship of the Parties. The Consultant is acting hereunder as an independent Consultant and not as an agent or employee of City. The Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of City.

m) Entire Agreement. This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter. This Agreement supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. The terms of any Shrink-Wrap Agreement accompanying any Software delivered to City hereunder shall, to the extent inconsistent with the terms of this Agreement, have no effect whatsoever. This Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed on behalf of City and Consultant by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

AGREED TO:

CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

By: _____
 Richard D. Steinke, Executive Director
 Long Beach Harbor Department

Date: _____

CONSULTANT:

_____, a _____ corporation

By: _____

Print Name and Title

Date: _____

_____, 2009

By _____
Consultant

APPROVED AS TO FORM

_____, 2009

ROBERT E. SHANNON,
City Attorney

By _____
(Principal Deputy/Deputy)

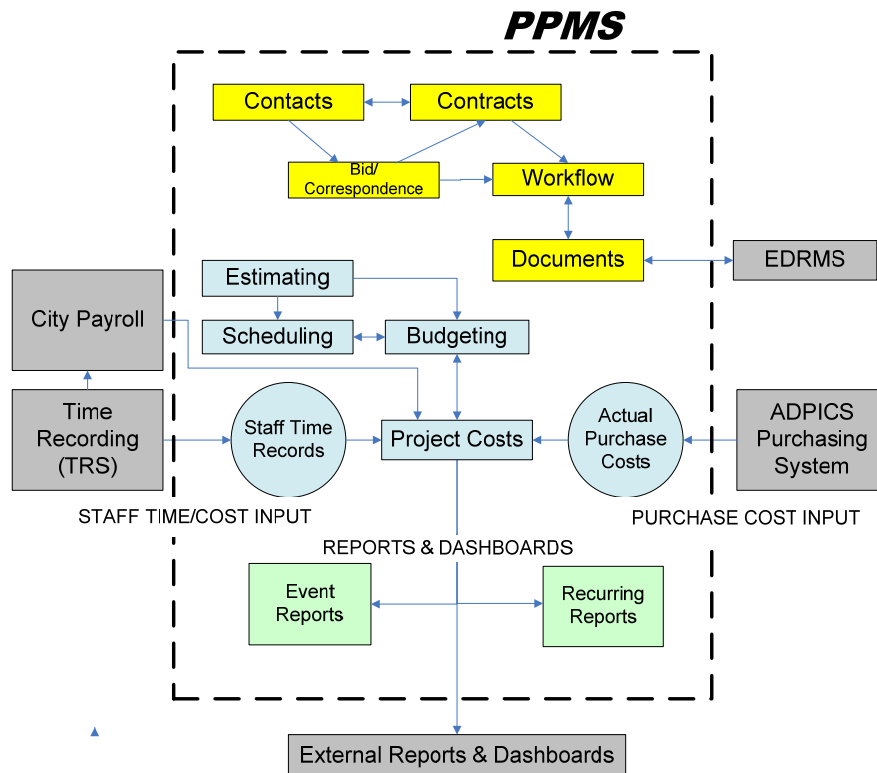
APPENDIX III – SYSTEM REQUIREMENTS

This appendix sets out the functional requirements for the PPMS. The outline may be considered to be a logical set of requirements and is not intended to mandate the particular techniques employed to implement them. The requirements listed below are not intended to be comprehensive but are intended to provide a substantial basis for discussion with a Proposer seeking to provide the required software and implementation services. The requirements do not limit the need for the successful Proposer to provide a fully functional Program and Project Management System that meets all the Port's requirements. The descriptions are intended to make the picture of the Port's requirements as complete as necessary at this time.

1. System Overview

The system is intended to support program and project management across the enterprise. It is anticipated that there will be about 50 primary users and approximately 100 to 150 occasional users in 18 Port divisions, at Port tenant sites, at consultant and contractor sites, and at the City Attorney's Office. A simplified illustration of the required system is shown in Exhibit III.1 below.

Exhibit III.1 – Simplified Illustration of the Required System



The illustration shows the conceptual boundary of the PPMS and its major functions:

Collaboration, in yellow

Cost and schedule management, in blue

Reporting, in green.

Some of the interfacing Port and City of Long Beach systems are shown outside the boundaries of the PPMS, in grey.

Custom software may be needed for capturing:

- Staff Time Records from the Time Recording System, from which the PPMS calculates estimates of the employee time costs
- Actual Costs of Time Records from the City's mainframe, which correct the estimated time costs
- Actual Purchase Costs, extracted from the ADPICS purchasing system and available using SQL.

Event Reports are driven by business rules that are triggered by a business activity monitor.

The system will assist in managing both large and small projects. The most demanding will be the large construction programs and projects that the Program Management Division manages. These range in value up to \$1 billion. Other divisions, such as the Security Division, also manage large construction projects. Other divisions, such as Engineering Design and the Communications Division, manage smaller construction, major maintenance, and non-construction projects. Small projects require less functionality than that required for large projects and need to be easy to use for the occasional user.

Major Functions

The system required will have three major functions:

1. collaboration between people associated with a project
2. cost and schedule management
3. reporting

All functions will be used to manage contracts and professional service agreements with external organizations, and internal projects for design, maintenance, environmental planning, security, and other purposes.

Collaboration

Collaboration will primarily consist of functions for:

1. Managing resources
2. Complying with existing and planned Port enterprise process documentation
3. Generating, distributing and tracking documents
4. Tracking service provision and issues

Managing resource requirements includes planning staff and external resources for a project by time and cost, including applying “what-if” scenarios and importing actual time and time cost records.

The system will assist project staff to comply with Port enterprise processes by enforcing workflows, event notifications, and the use of standard forms as specified in the Port’s procedures manuals and process documentation.

Documents may be generated in the Port using MS Office, but could also be external emails, documents generated in Primavera Contract Manager, scanned documents, drawings, or almost any electronic file. They will ultimately be stored in the Port’s Electronic Document and Records Management System (EDRMS) and it is important for the proposed Program and Project Management system to be able to transfer documents to that system at the appropriate time.

Tracking service provision and issues will include business activity monitoring, and applying business rules in response to triggering events.

Cost and Schedule Management

Cost management will assist with budgeting and monitoring actual costs. Schedules are not likely to have more than about thirty activities. They could be prepared in MS Project and/or Primavera before entry into a schedule that resides in the selected application. Large Primavera schedules would likely be rolled up before being used by the system.

a. Drill Down Granularity

A key factor of the system proposed will be the granularity that it is able to provide. Except in rare cases, the granularity required can be provided by identifying six “elements” - project, phase, client, contract, change order and charge (bid) item. It is expected that they will be related in a way that will make it possible to drill down through these elements, and through time periods, to transaction costs. For example, it should be possible to drill down

in the following ways, though any of the intermediate elements may not be present:

1. Projects to Phases to Clients to Transaction Costs (purchase and time) – if the project had no (or default) Phases and/or Clients then Project could be broken down directly to Transactions
2. Projects to Contracts to Change Order to Charge Item to Transaction Costs (purchase).
3. Clients to Projects and below
4. Contracts to Projects and below
5. Projects to Phases to Contracts and below

It should be apparent that:

- Projects can have many Contracts, and Contracts (like annual contracts for services) can have many Projects
- Projects can have many Clients and Clients can have many Projects
- Projects can have many Phases
- Phases can have many Clients
- Phases can have many Contracts
- Contracts can have many Change Orders
- Contracts and Change Orders can have many Charge (Bid) Items

Note that contracts relate to purchases. Staff time costs do not relate to Contracts, but do relate to Projects, Phases and Clients.

b. Summary Groupings

In addition to drill down below Project, Clients and Contracts, it should be possible to report on groups of elements by any user-defined grouping. Among the most important groupings at the Port would be Programs, which are groupings of Projects, and Vendors which group multiple Contracts. There are many other groupings that the users may need, for example, department, division, formal, function, location, class, type, group and category.

c. Actual Costs

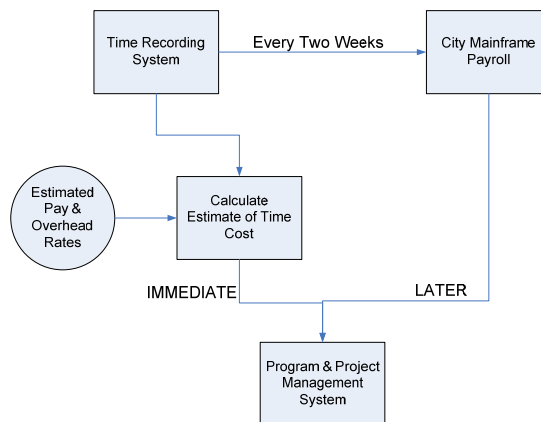
Actual costs will include records from the time recording system and the purchasing system, stored in MS SQL Server tables, and the City's mainframe.

A new Time Recording System that records project, phase and client with each time record is being contracted while this RFP is being prepared. The time records will be available immediately from a SQL Server database in that system, and will need to be costed in the PPMS using estimated pay rates and overheads to determine estimated project costs.

The Time Recording System will also send time records to the City's mainframe where they will be processed every two weeks for payroll purposes. They will be costed on the mainframe with pay rates and overheads for accounting purposes and so will be the official, actual time costs. Every two weeks these mainframe records will need to be downloaded to the PPMS so that actual staff time costs, instead of those estimated by the proposed system, will be used for project costing after the two-week delay. The process is illustrated in Exhibit III.2 below.

Proposers need to include services for accessing and costing time records in the new time recording system and for extracting the costed time records from the City's mainframe in their proposals.

Exhibit III.2 – Estimated and Actual Time Records Processing



Changes are also being made to the real-time purchasing system, ADPICS, which runs on the City of Long Beach mainframe, to ensure that all six identifying elements will be part of each purchase cost record. All purchase records will be available in a SQL Server database after being extracted from ADPICS, or will be accessible in a similar manner.

Reporting

Program costs are currently reported by the Port's accounting system, FAMIS. FAMIS codes will need to be part of each cost record in the PPMS, so that the costs in the system can be reconciled with those in the accounting system.

An ability to report costs in tabular and graphic form in conjunction with schedules, photos, and other diagrams will be an important part of the proposed system. See Exhibit III.3 and III.4 below for an example of the type of formats required.

Reports may be scheduled to run periodically but, in addition, project activities should be monitored and when events, such as costs exceeding budget, occur, an appropriate report should be prepared automatically and recipients notified. Two reports with formats similar to those shown below are required as part of the deliverables expected.

Exhibit III.3 – Example of a Required Report Format

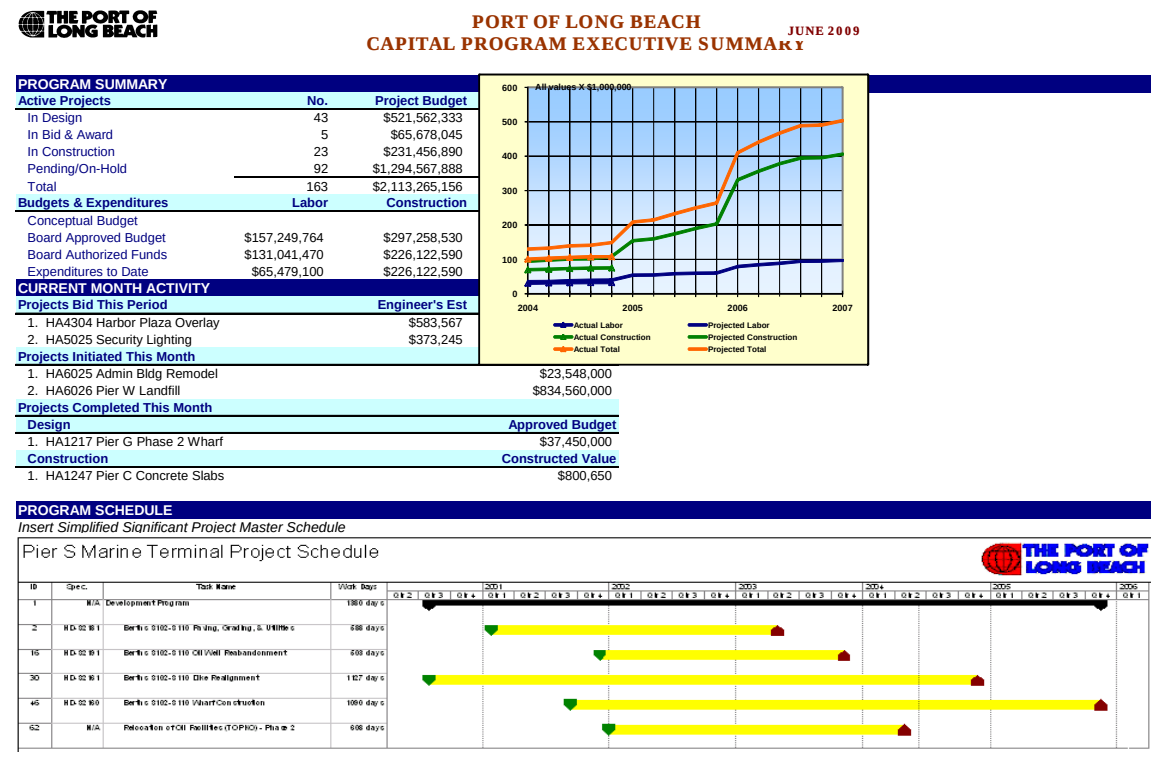


Exhibit III.4 – Second Example of a Required Report Format

ENGINEERING DIVISION PROJECTS EXECUTIVE SUMMARIES									
PROJECTS INFORMATION			FINANCIALS & SCHEDULE			CONSTRUCTION COSTS			PROGRESS & ISSUES
No. HA-1213 Pier G Terminal Redevelopment Program			BUDGET & EXPENDITURES			Awarded Contract Value			CURRENT STATUS This is the Pier G Redevelopment work order. The cost numbers listed are roll-ups of all specification numbers associated with this master work order.
Spec No.			Conceptual Budget			Approved CO Amount (\$)			
Port PM			Board Approved Budget			Contract Value at Completion			
Port Lead Designer			Board Authorized Funds			Payments to Date			
Consultant PM			Expenditures to Date			Contract Expended (%)			
Port CM			% Conceptual Bdg Expended			Annual/On-Call Authorized			
Consultant CM			% Authorized Funds Expended			Payments to Date			
Contractor			SCHEDULE			Expended (%)			
Project Description			Design			Total Construction Costs			
Pier G Terminal, currently under lease with ITS, is a large terminal being created to better meet the needs of its tenants.			Bid & Award			Total Expenditures			
			Construction			Total Expended (%)			
No. HA-1213 Pier G Terminal Redevelopment Program			BUDGET & EXPENDITURES			Awarded Contract Value			CURRENT STATUS This is the Pier G Redevelopment work order. The cost numbers listed are roll-ups of all specification numbers associated with this master work order.
Spec No.			Conceptual Budget			Approved CO Amount (\$)			
Port PM			Board Approved Budget			Contract Value at Completion			
Port Lead Designer			Board Authorized Funds			Payments to Date			
Consultant PM			Expenditures to Date			Contract Expended (%)			
Project Description			% Conceptual Bdg Expended			Annual/On-Call Authorized			
Consultant CM			% Authorized Funds Expended			Payments to Date			
Contractor			SCHEDULE			Expended (%)			
Project Description			Design			Total Construction Costs			
Pier G Terminal, currently under lease with ITS, is a large terminal being created to better meet the needs of its tenants.			Bid & Award			Total Expenditures			
			Construction			Total Expended (%)			
No. HA-1213 Pier G Terminal Redevelopment Program			BUDGET & EXPENDITURES			Awarded Contract Value			CURRENT STATUS This is the Pier G Redevelopment work order. The cost numbers listed are roll-ups of all specification numbers associated with this master work order.
Spec No.			Conceptual Budget			Approved CO Amount (\$)			
Port PM			Board Approved Budget			Contract Value at Completion			
Port Lead Designer			Board Authorized Funds			Payments to Date			
Consultant PM			Expenditures to Date			Contract Expended (%)			
Project Description			% Conceptual Bdg Expended			Annual/On-Call Authorized			
Consultant CM			% Authorized Funds Expended			Payments to Date			
Contractor			SCHEDULE			Expended (%)			
Project Description			Design			Total Construction Costs			
Pier G Terminal, currently under lease with ITS, is a large terminal being created to better meet the needs of its tenants.			Bid & Award			Total Expenditures			
			Construction			Total Expended (%)			
No. HA-1213 Pier G Terminal Redevelopment Program			BUDGET & EXPENDITURES			Awarded Contract Value			CURRENT STATUS This is the Pier G Redevelopment work order. The cost numbers listed are roll-ups of all specification numbers associated with this master work order.
Spec No.			Conceptual Budget			Approved CO Amount (\$)			
Port PM			Board Approved Budget			Contract Value at Completion			
Port Lead Designer			Board Authorized Funds			Payments to Date			
Consultant PM			Expenditures to Date			Contract Expended (%)			
Project Description			% Conceptual Bdg Expended			Annual/On-Call Authorized			
Consultant CM			% Authorized Funds Expended			Payments to Date			
Contractor			SCHEDULE			Expended (%)			
Project Description			Design			Total Construction Costs			
Pier G Terminal, currently under lease with ITS, is a large terminal being created to better meet the needs of its tenants.			Bid & Award			Total Expenditures			
			Construction			Total Expended (%)			
No. HA-1213 Pier G Terminal Redevelopment Program			BUDGET & EXPENDITURES			Awarded Contract Value			CURRENT STATUS This is the Pier G Redevelopment work order. The cost numbers listed are roll-ups of all specification numbers associated with this master work order.
Spec No.			Conceptual Budget			Approved CO Amount (\$)			
Port PM			Board Approved Budget			Contract Value at Completion			
Port Lead Designer			Board Authorized Funds			Payments to Date			
Consultant PM			Expenditures to Date			Contract Expended (%)			
Project Description			% Conceptual Bdg Expended			Annual/On-Call Authorized			
Consultant CM			% Authorized Funds Expended			Payments to Date			
Contractor			SCHEDULE			Expended (%)			
Project Description			Design			Total Construction Costs			
Pier G Terminal, currently under lease with ITS, is a large terminal being created to better meet the needs of its tenants.			Bid & Award			Total Expenditures			
			Construction			Total Expended (%)			
No. HA-1213 Pier G Terminal Redevelopment Program			BUDGET & EXPENDITURES			Awarded Contract Value			CURRENT STATUS This is the Pier G Redevelopment work order. The cost numbers listed are roll-ups of all specification numbers associated with this master work order.
Spec No.			Conceptual Budget			Approved CO Amount (\$)			
Port PM			Board Approved Budget			Contract Value at Completion			
Port Lead Designer			Board Authorized Funds			Payments to Date			
Consultant PM			Expenditures to Date			Contract Expended (%)			
Project Description			% Conceptual Bdg Expended			Annual/On-Call Authorized			
Consultant CM			% Authorized Funds Expended			Payments to Date			
Contractor			SCHEDULE			Expended (%)			
Project Description			Design			Total Construction Costs			
Pier G Terminal, currently under lease with ITS, is a large terminal being created to better meet the needs of its tenants.			Bid & Award			Total Expenditures			
			Construction			Total Expended (%)			

This report has four columns for:

- Projects Information
- Financials & Schedule
- Construction Costs
- Progress and Issues

The Project Information includes the names and organizations of major project resources and a project description. The Financials and Schedule has two sets of rows for Budget & Expenditures, which contains a \$ total, \$ labor and \$ construction columns, and Schedule. Construction Costs shows dollar values for Awarded Contract Value, Annual/ On-Call Authorized, Total Construction Costs. Progress and Issues has text descriptions of the current status.

2. Functional Requirements

The functional requirements have been organized into the following sections:

1. General Functions
2. Program and Project Management
3. Collaboration
4. Cost Management
5. Reports and Inquiries
6. Interfacing with Other Systems
7. Administration

Proposers are requested to use the following list as a part of their response, and to use the Response Codes listed below to complete the “Response Code” column. Please enter comments to explain or expand upon your response in the “Proposer’s Comments” column. For any functional requirements that you feel may be ambiguous, please include your Response Code and provide your assumptions and clarifications under the Proposer’s Comments section.

Response Codes

F = Fully supported “out of the box”

CU = Custom Coding required (changes to underlying source code)

CO = Configuration (no changes to underlying source code)

NV = Provided in the Very Next Version (include release date in Proposer’s Comments)

R = Provided with a Reporting Tool

NA = Not Available

TP = Third Party Software Required

For all responses of CU, CO and TP, the cost for Custom Development and/or Third Party Software must be included in your pricing. The inclusion of the item in the Cost Proposal should be confirmed under Proposer’s Comments.

FUNCTIONAL REQUIREMENTS

1. General Functions

#	Requirement The system requires:	Response Code	Proposer's Comments
101	pass-through authentication for users to be authorized to use the system for selected functions, data, queries and reports according to their user profile		
102	access by any popular web browser, e.g. IE, Firefox, Safari		
103	security by table, user, workstation, menu, view, and field, including hiding display fields		
104	audit trails for all operations affecting transactions, including master file changes		
105	user maintainable, context and field sensitive HELP at the novice and expert levels, with optional automatic display of helpful tips		
106	a notes facility, across all applications, which includes: ▪ Note ID ▪ Unalterable date of note ▪ Effective date of note ▪ Related cost element ▪ Related attribute ▪ Classification of note (division, individual) ▪ Type of note (reference, temporary, action required,		

#	Requirement The system requires:	Response Code	Proposer's Comments
	etc.) ■ Automatic deletion date ■ Separate security (read, update, delete by user, etc.) ■ Display control (display on report, display with, line item, etc.) Print control (print on report, etc.)		
107	use of an MS SQL Server database, MS user interface standards and import/export from/to MS Office		
108	entry of data by selection from a list rather than free-form entry wherever possible		
109	user-defined tabs		
110	error messages that describe the action a user should take		
111	source code, or means of adding additional scripts without the help of the vendor		
112	user-defined data fields		
113	user-defined triggers and alert capabilities, with user-configurable workflow for automated notification of staff		
114	a general purpose report writer/retrieval package, such as Crystal Reports, to generate outputs		

#	Requirement The system requires:	Response Code	Proposer's Comments
115	the ability to handle fiscal years as well as calendar years		

2. Program and Project Management

#	Requirement The system requires:	Response Code	Proposer's Comments
201	project, phase, client, contract, change order and charge (bid) item identifiers on all cost records to provide the required granularity for project management. These six record types are called "elements" in this document		
202	a means of easily entering project, phase, client, contract, change order and charge (bid) item identifiers without keying in to each field, for example, copying similar current or past records with same as/except for		
203	a status for each project, phase, client, contract, change order and charge (bid) item with the date that the status started		
204	actual start and end dates for each project, phase, client, contract, change order and charge (bid) item		
205	scheduled start and end dates for each project, phase, client, contract, change order and charge (bid) item		

#	Requirement The system requires:	Response Code	Proposer's Comments
206	FAMIS (accounting) codes for each project, phase, client, contract, change order and charge (bid) item to enable costs to be reconciled to the Port's accounting system. Codes include: - financial project code - type of accounting - type of authorization - index code - sub-object code - user code		
207	the date that a record is created in the system added automatically		
208	insurance status and purchase order number for each contract and change order		
209	a list of events for each project, phase, client, contract, change order and charge (bid) item, such as Board approval, NTP, substantial completion, with date of event, status and date status started		
210	ability to reduce the fully functioned system for large projects to a simple system for small construction and non-construction projects		
211	support for procedures for early project initiation with budgets and schedules linked from project start to completion including the conversion of a service request to a formally		

#	Requirement The system requires:	Response Code	Proposer's Comments
	tracked project		
212	means of tracking changes to plans, schedules, budgets and resources		
213	progress or earned value tracking for contracts		
214	support for post-bid administrative activities to award the contract and issue a notice to proceed		
215	support for expenditure authorization procedures when services are required. Such services are procured throughout the project lifecycle		
216	support for project closeout procedures, including workflow to cover tasks that are the responsibility of the construction contractor, construction managers, program managers, maintenance, and the beneficial owner		
217	records of SBE/VSBE contract commitments and payments		
218	assist the allocation of costs to assets or expense accounts when a project or part of a project is complete		

3. Collaboration

#	Requirement The system requires:	Response Code	Proposer's Comments
Managing Resources:			
301	staff and/or companies to be allocated to each project, phase, client, contract, change order and charge item, with scheduled and actual start and end dates for each allocated staff member and/or company, date of schedule, current status, date status started, title, job classification and person reporting to		
302	The ability to plan resources, at the individual or job classification levels, including costing staff time plans and "what-if" scenarios		
303	vendor, customer, contractor, internal and miscellaneous contact information for each project, phase, client, contract, change order and charge item		
Compliance:			
304	the ability to set up budgets and limits for employee or employee group charges in either time (hours) or expense (dollars) terms		
305	support for a 12-month forecast of the needs for each key resource		
306	a help facility customizable to the division, terminology and procedures used on different projects		

#	Requirement The system requires:	Response Code	Proposer's Comments
307	forms to support compliance with environmental management standards, including forms for inspectors to record conditions in the field		
308	support for different terminologies depending on the project		
309	support for enforcing different project and management process procedures		
Document Management:			
310	interfaces with the Port's document management system, currently being selected		
311	the ability to search and retrieve all documents and document flows		
312	workflow for tracking multiple processes, including: ▪ service requests that may or may not be associated with a current project or turn into a construction project. Examples include investigations, feasibility studies, and requests for documents from past projects ▪ the Project Initiation Form (PIF) approval process ▪ early design steps ▪ contract document preparation ▪ assuring insurance requirements are met		

#	Requirement The system requires:	Response Code	Proposer's Comments
	▪ property preparation tasks ▪ change order approvals ▪ obtaining and processing as-built drawings ▪ issues at any phase of the project ▪ conversations ▪ Harbor Development Permits ▪ Other permits such as building and Fire Department permits ▪ all communications where a response is required ▪ warranty information		
313	aids for users in creating bid packages, and supplier and subcontracting information during the pre-bid process, e.g. forms to streamline the preparation of bid packages		
314	definitions of exclusions, inclusions and special pricing for bid packages that would modify standard bid packages		
315	a capability to characterize design alternatives and track progress toward selection of one of the alternatives		
316	a means of documenting an internal notice of completion for the construction contract		
317	the ability to search attached scanned documents utilizing		

#	Requirement The system requires:	Response Code	Proposer's Comments
	optical character reading (OCR)		
318	an on line professional services checklist for tracking of deliverables through the project		
319	an on line program management and risk management plan		
320	information that could create shopping lists for self-service material, and subcontract needs		

4. Cost Management

#	Requirements The system requires:	Response Code	Proposer's Comments
Identity and Structure:			
401	project costs drill down as defined in Appendix III, Section 1, Cost and Schedule Management, a		
402	project costs roll up as defined in Appendix III, Section 1, Cost and Schedule Management, b		
Planned Costs:			
403	maintenance of planned costs with an amount, description and date of the plan, the period, the status of the cost, the date the status started and validated accounting codes. Note that planned costs could include:		

#	Requirements The system requires:	Response Code	Proposer's Comments
	▪ Approved Construction Cost ▪ BHC¹ Approved Budget ▪ BHC Approved Change Order Amount ▪ BHC Authorized Funds ▪ Element Budget ▪ Change Order Amount ▪ CIP Budget ▪ Claims Settlement ▪ Conceptual Budget ▪ Construction Budget ▪ Contingency ▪ Contract Value ▪ Cost to Complete ▪ Design Modifications ▪ Encumbered ▪ Engineer's Estimate ▪ Estimate ▪ Forecast ▪ Grant Amount ▪ Labor ▪ Omissions ▪ Pending Change Order Amount ▪ Potential Change Order Amount ▪ Project Enhancements ▪ Projected Cash Flow ▪ Projected Construction ▪ Projected Labor ▪ Unforeseen Conditions ▪ WATO Authorization		
404	facilities to assist in planning costs, for example, spreading an amount between periods or elements including transfers		

¹ Board of Harbor Commissioners

#	Requirements The system requires:	Response Code	Proposer's Comments
	to/from from MS Excel		
405	an estimating tool to calculate Port-controlled costs on a project on the basis of selected input parameters		
406	an ability to transfer schedules to/from MS Project and Primavera P6 Project Management		
407	automatically and optionally adding the appropriate overhead to planned costs		
408	conversion of planned costs into cash flow		
409	workflow and tracking of all planned cost modifications		
410	automatic and manually controlled calculation of variances and percentages between different figures and totals		
411	a history of planned costs to be maintained until after the program has been completed		
412	conversion of cost tables into various graphical formats		
Actual Costs:			
413	means of adding purchase costs, including retention, liquidated damages and stop-loss amounts, through the stages of order,		

#	Requirements The system requires:	Response Code	Proposer's Comments
	approved order, delivered, approve for payment, vouchered and paid, from ADPICS or the cost reporting system to the project costs with/without overheads, automatically reducing the previous stage as the process progresses through the purchase order lifecycle		
414	an ability to inquire into the status and stage of actual costs by multiple parameters including project, phase, vendor, invoice amount, date range, contract, change order and charge item		
415	means of uploading staff time records from the Port's time recording system and the City's mainframe and calculating the cost of staff time from time records, pay rates by individual and/or job classification, and at least six % and \$ overhead rates (regular time and overtime with individual, divisional and enterprise rates)		
416	charges on selected projects made by a particular person or group to generate an alert		
417	automatic reduction of commitment amounts as invoices and staff time are entered		
418	means of temporarily adding or subtracting costs from the actual time and purchase costs, with a record of the transactions added		

#	Requirements The system requires:	Response Code	Proposer's Comments
419	the system to calculate estimate to complete when a per cent complete above a threshold is entered and to calculate it as budget minus actual		
420	comparison of actual costs to various planned costs, planned costs against each other, and planned costs to prior planned costs throughout project life cycles		
421	start and end dates, status and date of status change for each pay and overhead rate		
Funding:			
422	up to three sources of funds for each project, with amounts, dates, grantors, description, type, start and end dates and milestone dates such as the forfeit date, grant % of total cost and status		
423	automatic notification of potential grant violations		
Cost Analysis:			
424	means of analyzing costs in multiple ways within an hierarchical structure, e.g. organizationally, and without an hierarchical structure, e.g. locations		
425	means of accumulating project, phase, client, contract, change		

#	Requirements The system requires:	Response Code	Proposer's Comments
	order and charge item costs by period, including projections for future periods and periods that are calendar and between events, for example, estimated cost to complete		
426	calculation of earned values		

5. Reports and Inquiries

#	Requirements The system requires:	Response Code	Proposer's Comments
Administration:			
501	facilities to control and schedule the use of report tools, for example, to prevent the use of the tools by anyone other than selected users, to prevent immediate execution and place in maintainable queue for later (overnight) processing, to prevent uncontrolled runs of queries using non-indexed fields		
502	restrictions on access to data, for example, for any query/report, limits on the number of tables and fields, data types, system variables, depth of sorts/queries		
User Facilities:			
503	run-time selection parameters that include: ▪ greater than ▪ less than ▪ equal to		

#	Requirements The system requires:	Response Code	Proposer's Comments
	▪ not equal to ▪ greater than or equal to ▪ less than or equal to: ▪ outside range ▪ inside range ▪ equal to list ▪ except for list ▪ not blank ▪ not zero ▪ starts with ▪ ends with; ▪ contains ▪ contains in specific position The first six operators above, such as greater than, should be able to be used on absolute values and also on comparisons of one column against another, totals of partial columns or rows and any column		
504	naming, saving and reuse of often used queries and reports		
505	re-sequencing of tabular reports by clicking on a column header		
506	print or display of the number of records selected before running the report		
507	print or display of totals instead of running the full report		
508	display of the first page of the report with an option to print the whole report		
509	attention markers (asterisks, bold		

#	Requirements The system requires:	Response Code	Proposer's Comments
	print, underline, color, font change, shading) to highlight pre-defined and run-time exception conditions in a full report		
510	dashboard and drill down facilities		
511	reports distributed by workflow to predefined users, also via the Internet and intranet		
512	reports saved as Web pages, with hyperlinks to jump to selected pages, with associated access security		
513	the capability to mix text, data, schedules and graphs from one or multiple sources and convert data to various forms of graphs, pie charts, etc		
514	the ability to import text from MS Office		
515	an ability to add footnotes to any report		
516	An ability to convert reports to PDF format		
517	an ability to display multimedia reports, such as video, audio, images, text and graphics		
518	an ability to calculate new figures from raw data and include calculated figures in run-time		

#	Requirements The system requires:	Response Code	Proposer's Comments
	selections, business rules and reports		
Functional Reports:			
Pre-programmed reports are expected in the package software. They should include:			
Collaborative Reports:			
519	Reports associated with: 1.Managing resources 2.Complying with Port enterprise processes 3.Estimating 4.Monitoring schedules and events 5.Generating, distributing and tracking documents		
520	reports of resources by resource or by program, project and phase		
521	reports of changes to budgets, schedules and resources this period		
522	reports of new and changed estimates and those that exceed previously set budgets		
523	reports of the status, progress and challenges for any selection of elements, including those violating business rules		
524	reports of milestones planned and achieved		
525	explanations of progress, status, key milestones, key accomplishments, challenges,		

#	Requirements The system requires:	Response Code	Proposer's Comments
	budget and schedule changes, change order activity and change history		
Cost Management Reports			
a. Identity and Structure Reports:			
526	a master listing of all programs and projects, with summaries and details of costs, schedules, resources, and metadata, by periods		
527	reports of any selection of projects, project groupings, phases, clients, contracts, contract groupings, change orders and charge items		
528	reports for any component of the Port's organizational structure		
529	a list of any elements violating business rules, e.g. budgets, schedules, resources		
b. Planned Costs Reports:			
530	reports comprising tables and charts of any planned costs and cash flows including comparing plans and projections into the future by period		
531	reports of labor and other planned costs for active and closed elements by period		
532	reports of program contingencies and their current distribution		

#	Requirements The system requires:	Response Code	Proposer's Comments
533	histories of planned costs		
Actual Costs Reports:			
534	listings of transactions included in the project costs		
535	comparisons of planned costs against actuals, showing variances, by period and between events		
536	reports on current period activity		
537	reports on earned value by period		
538	reports on how much has been paid or committed on a contract to a vendor and the remaining balance, with drill down to the invoices and their status		
539	reports on new contract awards and completions with costs by period		
540	reports to reconcile project costs with FAMIS		
Funding Reports:			
541	reports of Board authorized funds remaining by project		
Cost Analysis Reports:			
542	summaries of costs by analysis codes		

6. Interfaces to Other Systems

#	Requirement The system requires an interface to:	Response Code	Proposer's Comments
601	access purchase transactions, stored in an MS SQL Server database		
602	access staff time records, stored in the time recording system's SQL Server database		
603	access staff costed time records stored on the City's mainframe		
604	MS Project, two-way		
605	MS Office, two-way		
606	Primavera Contract Manager, two-way		
607	Primavera Project Manager, two-way		
608	validate FAMIS codes stored in FAMIS on the City's mainframe		
609	EDRMS to store documents		
610	Bentley Systems' ProjectWise to obtain drawings and assist engineering project team collaboration		

7. Administration

#	The system requires facilities for an administrator to control:	Response Code	Proposer's Comments
701	authorizations, including user access rights to each project		
702	security		
703	triggers and alerts		
704	workflows		
705	reference tables, including period dates for account periods		
706	display and print of the audit trail		
707	system and user documentation, including an online manual that provides instructions on how to use the system for both Port staff and external organizations		

Appendix IV - Sample Letter of Transmittal

To the Board of Harbor Commissioners:

Re: RFP for a Program and Project Management System

Having examined the Request for Proposal (RFP), including the appendices, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver, install, configure, support, maintain, and provide training for application software and associated services in full conformity with the said RFP.

We undertake, if invited by you to do so, to attend a clarification meeting, at our own expense and at a place of your choosing, for the purposes of reviewing our proposal.

The contact person at our organization for this solicitation is:

Name: _____
Title: _____
Telephone: _____
E-mail: _____

We agree to abide by this proposal for a period of one hundred and twenty (120) days from the proposal due date and it shall remain binding upon us, provided we are invited to attend a clarification meeting before the expiration of that period.

We confirm to the best of our knowledge that neither our organization nor any person connected with our organization, or sub-consultants to our organization, has any conflict of interest arising from this RFP. We confirm our acceptance of the terms and conditions of agreement as set out in Appendix II of the RFP. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____, 20____.

(signature)

(title)

Duly authorized to sign this proposal for and on behalf of:

(organization)

APPENDIX V - PROPOSER INFORMATION & REFERENCE FORMS

This appendix provides the forms that are required for inclusion in the technical proposal, as follows:

- Proposer Information Form
- References

Proposer Information Form

Name of Proposer: _____

What is the date and State of formation, registration or incorporation of your organization? _____

If outside of California, are you authorized to do business in California? _____

For how many years has the company actively participated in the business of information technology, software development and/or systems integration? _____

How many locations does your organization operate? _____

Please provide a breakdown of these locations by function:

Function	Locations
Management & Executive Offices	
Marketing and Sales	
Software Development	
Product Support	
Implementation & Consultancy	

How many staff are employed by your organization? _____

Please provide a breakdown of staff numbers by function:

Function	Number of Staff
Management & Executive Offices	
Marketing and Sales	
Software Development	
Product Support	
Implementation & Consultancy	

Please provide the following details on the location of your technical support offices and staff:

Location	Number of Locations	Number of Staff
Los Angeles/Orange County Area		
California (Outside LA/Orange County)		
US (Outside of California)		

What were the total gross sales during the last financial year for your organization?

\$ _____

In the case where your organization has multiple divisions, what were the total gross sales during the last financial year for system integration services relating to information technology?

\$ _____

Does your organization have a formal quality assurance system in operation?

If your organization does have a formal quality assurance system has the system been certified by an independent body, and what is the name of this body?

References Form

Proposers should provide at least four (4) references for similar installations. Please use one form per reference.

Customer Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Telephone Number: _____

E-Mail: _____

Date System Installed: _____

Description of Work: _____

APPENDIX VI - COST PROPOSAL FORMS

The Port prefers to enter into an agreement with a single legal entity for the purposes of this project, but Proposers may elect to submit proposals to meet part of the requirements.

Proposers who believe they can only estimate the cost providing a deliverable should do so. That estimated amount will be incorporated into the contract. Authorization of the estimated deliverable will be a new firm cost or a time and material basis.

This appendix provides the forms that are required for inclusion in the cost proposal, as follows:

- Software Cost Schedule for a three-year period
- Service Cost Schedule for a three-year period:
- Estimated Hardware Cost Schedule (to be acquired separately by the Port)
- Cost Summary Schedule

The prime contract and all sub-consultant (if any) costs should be submitted in the required format.

Software Cost Schedule

Name of Proposer: _____

Software	Year 1 (\$)	Year 2 (\$)	Year 3 (\$)	Total (\$)
Application Software				
Database Software				
Other Software				
Total Costs				

Notes on the Software Cost Schedule

Proposers should complete only the unshaded boxes providing costs for each category of software as identified in the RFP for the first three years. Notes should be provided to clarify the costs, providing items comprising the cost and other explanations as necessary. For example, a note might explain license breakpoints if any, whether the software license is for the site, by user or concurrent users, and the warranty period.

If the Proposer provides options like software hosting, multiple cost schedules, one for each option, are appropriate.

Services Cost Schedule

Name of Proposer: _____

Services	Title	Hours	Billing Rate	Initial Cost (\$)
Project Management				
Software Modification/ Customization				
Delivery, Installation and Configuration				
Implementation - 5 Workflows				
Implementation - 2 Custom Reports				
Implementation - Data Migration				
Training and Documentation				
Other Implementation Services				
Software Maintenance				
Support				
Other Services				
Total Costs				

Notes on the Services Cost Schedule

Proposers should complete only the unshaded boxes providing costs for each category of services as identified in the RFP. Notes should be provided to clarify the costs, as

necessary. For example, warranty periods for which there is no maintenance cost should be specified. If options are proposed multiple services cost sheets are appropriate.

It is expected that:

Software Modification / Customization Services will be required to determine the modifications and additions that will need to be made to the software to meet the Port's requirements, to design any interfaces to the Port's existing applications, and to determine the best means of migrating existing data to the proposed system.

It may be that the software proposed does not fully meet the requirements of the Port. In this case the Port will work with the successful Proposer to define the additional or modified functionality required. Proposers should review the functional requirements set out in Appendix III carefully and identify the functionality that the software proposed does not provide. Missing functionality is a potential modification to the software. These potential modifications should be listed in notes related to the cost table and the costs estimated either individually or in logical groups. The total initial cost and any recurring annual costs should be entered in the cost table. Short-listed Proposers will be given the opportunity to refine their cost proposals based on discussions during the evaluation process.

Note that the Port may or may not accept the proposals for any or all modifications or customizations.

Delivery, Installation and Configuration of an integrated system for the PPMS will be provided by the successful Proposer. The system will be demonstrated to work satisfactorily with acceptable response times.

Software Maintenance: If the solution is housed at the Port, software maintenance should include the costs of all mandatory and optional upgrades to packaged software for the next three years, together with the costs of applying the upgrades to the software installed. Notes should clearly distinguish the costs of the upgrades from the costs of applying them to the installed software. The Proposer should show these costs for three-year period.

Support: Notes should clearly differentiate the support that you propose to provide, for example, on-site, telephone, dial-in, hours of availability, guaranteed response and problem resolution times. If different levels of support are offered, make clear the level proposed and why. The Port would like to be self-supporting in two years.

ESTIMATED HARDWARE COST SCHEDULE

Name of Proposer: _____

Hardware	Extended Price (\$s)
Servers	
Other Hardware	
Total Costs	

Notes on the Hardware Cost Schedule

The hardware cost schedule is provided for budgeting purposes only and should not be included in the total proposal price. Proposers should complete only the unshaded boxes providing costs for each category of hardware as identified in the RFP. Notes should be provided to clarify the costs, as necessary.

Cost Summary Schedule

Name of Proposer: _____

	Costs (\$)			
	Year 1	Year 2	Year 3	Total
Software Cost				
Service Cost				
Total Cost				
Total				

Notes on the Cost Summary Schedule

Proposers should complete only the unshaded boxes by extracting the initial and annual recurring cost totals from the relevant schedules for software and services. In attached notes, proposers should also specify the dates at which the initial costs are incurred and the dates on which the annual recurring costs will start, taking account of the acceptance and implementation dates for each of the modules proposed.

Confirmation of Proposal Price

The total proposal price should be reflected in the total three year costs in this schedule. Proposers are asked to confirm that the cost reflected on this schedule is the total price as proposed. Short-listed proposers will be given the opportunity to refine their cost proposal based on discussions during the evaluation process.

The total proposal price is \$ _____

Signature of Proposer _____