



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

37

2. Council Meeting Date:

April 24, 2008

TO: MAYOR & COUNCIL

3. Date Prepared: April 8, 2008

THROUGH: CITY MANAGER

4. Requesting Department: Fire

5. SUBJECT: Award an agreement for an Enterprise Asset Management system implementation with gbaMS, Inc. in an amount not to exceed \$687,289.

6. RECOMMENDATION: Recommend award of an agreement for an Enterprise Asset Management system implementation with gbaMS, Inc. in an amount not to exceed \$687,289.

7. HISTORICAL BACKGROUND/DISCUSSION: In December 2006, Council awarded an agreement to Red Oak Consulting to assist the City in determining the feasibility of an enterprise asset management system after the Information Technology Oversight Committee (ITOC) had received several similar asset management/work order project requests from various city departments. A core team of members from each department was formed and Red Oak held a series of workshops and meetings with the core team and determined that an enterprise asset management system would be the best option for the city. Red Oak also assisted in the development of the specifications and critical factors for use in the evaluation process.

8. EVALUATION PROCESS: On May 2, 2007, staff issued RFP IT7-208-2468 for the purchase of an enterprise asset management (EAM) system. Responses were due June 7, 2007. The City received offers from gbaMS, Inc., Infor, Solbourne, Oracle, AST Corporation, Accela, Hansen, Aleier, Inc., 4Sight Technologies, Inc. and Tata Consultancy Services. An evaluation committee, made up of representatives from Central Supply, Fleet, Accounting, Municipal Utilities, Streets, Parks and Recreation, Buildings and Facilities, CAPA, Fire and Information Technology, evaluated the offers received and narrowed the list to the five highest-scoring proposals. Those five were invited to demonstrate their proposed systems to the committee. Best and final offers were requested from the three highest-scoring proposals after the demonstrations. The committee's recommendation is based on criteria set forth in the RFP which included system functionality; implementation plan; maintenance and support services; company profile and references; overall cost; and responsiveness to proposal.

9. FINANCIAL IMPLICATIONS: Funds for this project are available from: General Fund, ITOC Capital, Other Professional/Contract Services, Enterprise Work Order/Asset Management System Project 101.1285.5219.7IT033 - \$349,864 and General Fund ITOC Capital, Other Professional/Contract Services, Enterprise Asset Management System Project 101.1285.5219.8IT033 - \$337,425.

10. PROPOSED MOTION: Move to approve an agreement for an Enterprise Asset Management system implementation with gbaMS, Inc. in an amount not to exceed \$687,289.

APPROVALS

11. Requesting Department

Marc Walker
Marc Walker, Assistant Fire Chief

12. Department Head

Jim Roxburgh
Jim Roxburgh, Fire Chief

13. Procurement Officer

Carolee Stees
Carolee Stees, CPPB

14. City Manager

W. Mark Pentz
W. Mark Pentz

**CITY OF CHANDLER SERVICES AGREEMENT
ENTERPRISE ASSET MANAGEMENT SYSTEM AND SERVICES
AGREEMENT NO. IT7-208-2468**

THIS AGREEMENT is made and entered into this 23rd day of April, 2008, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and GBA Master Series, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

1.1 Contract Administrator. CONTRACTOR shall act under the authority and approval of the Information Technology Project Manager/designee (Contract Administrator), to provide the services required by this Agreement.

1.2 Key Staff. This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

1.3 Subcontracts. CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall provide a complete Enterprise Asset Management System and services all as more specifically set forth in the Scope of Work, labeled Exhibit A, attached hereto and made a part hereof by reference therein.

2.1 Non-Discrimination. The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

2.2 Advertising, Publishing and Promotion of Contract. The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.

2.3 Compliance With Applicable Laws. CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.

2.4 Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

- 2.5 One-Year Warranty.** CONTRACTOR shall provide a one-year warranty on solution provided from the date of final acceptance by the CITY.
- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1 Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.2 Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 4. PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Six Hundred Forty-nine Thousand Fifty-four Dollars (\$649,054) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.1 Payment.** A separate invoice shall be issued for each milestone completed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.2 IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 5. TERM:** The work must be completed within 365 days from the Notice to Proceed.
- 6. USE OF THIS CONTRACT:**
- 6.1 Right to Use Other Sources.** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
- 6.2 Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
- 7. CITY'S CONTRACTUAL REMEDIES:**
- 7.1 Right to Assurance.** If the Contract Administrator, in good faith, has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the

demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

7.2 Stop Work Order. The Contract Administrator may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

7.2.1 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.3 Non-exclusive Remedies. The rights and the remedies of the City under this Contract are not exclusive.

7.4 Nonconforming Tender. Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.

7.5 Right of Offset. The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

8.1 Termination for Convenience. CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with 10 days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SUBCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the **Management Services Director** shall determine the percentage of work performed for each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

8.2 Termination for Cause. CITY may, upon written notice, terminate this Agreement for CONTRACTOR'S failure to comply with the terms of this Agreement.

8.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, CITY may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting

or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time. CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

- 8.4 Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5 Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6 Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7 No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 10. ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process set forth in Exhibit D shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 12. INSURANCE:** CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required as listed in Exhibit C attached hereto and incorporated herein by reference. Such insurance must be written by companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: City of Chandler

Contact: Carolee Stees

Mailing Address: PO Box 4008 MS 901

Physical Address: 249 E. Chicago Street

City, State, Zip: Chandler, AZ 85244

Phone: 480-782-2405

FAX: 480-782-2410

In the case of the CONTRACTOR

Firm Name: GBA Master Series, Inc.

Contact: James Graham

Address: 10561 Barkley, Suite 500

City, State, Zip: Overland Park, KS 66212

Phone: 800-492-2468

FAX: _____

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

- 14. CONFLICT OF INTEREST:**

- 14.1 No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2 Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 15. GENERAL TERMS:**
- 15.1 Entire Agreement.** This Agreement, including Exhibits A, B, C and D attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.
- 15.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.3 Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.4 Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.
- 15.5 Independent Contractor.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.6 No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no

usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.7 Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ~~XXXX~~ day of April 2008.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

MAYOR

By: [Signature]
Signature

ATTEST:

ATTEST: If Corporation

City Clerk

[Signature]
Secretary

City Attorney

SEAL

EXHIBIT A
SCOPE OF WORK

A.1 EAMS IMPLEMENTATION

A.1.1 Project Organization

The assigned gbaMS Project Team members and their respective roles are identified in the table below. As indicated, these Team members will be involved in different phases of the City's "client life-cycle" experience with gbaMS.

Project Focus	Project Team Members
Project Management	Eric Daniel (gbaMS): <i>Project Manager</i> Chris Crupi (gbaMS): <i>Relationship Manager</i>
EAMS Implementation	Paula Whittemore Montoya (TruePoint Solutions): <i>EAMS Technical Lead</i>
EAMS/Oracle Integration	Ryan Stefani (Solbourne): <i>Oracle Technical Lead</i>
Contract Administration	Allison Tuttle, P.E. (gbaMS): <i>Account Manager</i> Jim Graham, P.E. (gbaMS): <i>Principal-in-Charge</i>

A.1.2 Assumptions and Constraints

The *GBA Master Series*® EAMS products will replace the following current EAM-related information systems:

- Datastream MP2 Enterprise Version 7.0.1.0
- Hansen IMS Version 7.7 (for Public Works use – i.e., signs, striping)
- IBM Lotus Notes Version 6.5 (for Municipal Utilities use – i.e., Work Orders)
- Microsoft Access (for Public Works use – i.e., Streets)
- Ron Turley Associates (RTA) Fleet Management System Version 6.2
- Sparta Systems Trackwise Version 5.8
- Stantec Pavement Management Application Version 1.43

The following current EAM-related information systems will remain in place:

- ESRI ArcGIS Version 9.1
- FrontRange Solutions HEAT Version 8
- Hansen IMS Version 7.7 (for Management Services use – i.e., utility billing)
- IBM Lotus Notes Version 6.5 (for Municipal Utilities use – i.e., Water Quality, Lab)
- Oracle E-Business Suite Version 11.5.10

Site licenses will be granted for the enterprise deployment of the following *GBA Master Series* products, therefore no usage constraints are associated with their use:

- *GBA Work Master* (for Service Request Management and Work Order Management)
- *gbaMS Web Citizen* (for Service Request Management – i.e., public access to the EAMS through the Internet)
- *GBA Warehouse Master* (for Oracle integration)
- *GBA Equipment Master* (for Asset Management and Fleet)
- *GBA GIS Viewer* (for GIS Integration)

Licensing of the *GBA Master Series* products is summarized in Table A.1. This licensing can be optimized to specific current user capacity requirements and easily expanded to accommodate future requirements.

TABLE A.1 – GBA Master Series® EAMS Product Licensing

Product	Licenses	
	Basis	Quantity
<i>GBA Work Master®</i>	Site	1
<i>gbaMS Web Citizen</i>	Site	1
<i>GBA Warehouse Master™</i>	Site	1
<i>GBA Equipment Master™</i>	Site	1
<i>GBA Facility Master™</i>	Seat	3
<i>GBA Parks Master™</i>	Seat	3
<i>GBA Tree Master®</i>	Seat	3
<i>GBA Street Master®</i>	Seat	3
<i>GBA Pavement Manager™</i>	Seat	3
<i>GBA Storm Master®</i>	Seat	3
<i>GBA Right-of-Way Master™</i>	Seat	3
<i>GBA Sign Master™</i>	Seat	3
<i>GBA Signal Master™</i>	Seat	3
<i>GBA Street Light Master™</i>	Seat	3
<i>GBA Water Master®</i>	Seat	5
<i>GBA Sewer Master®</i>	Seat	5
<i>GBA GIS Manager™</i>	Seat	3
<i>GBA GIS Analyst™</i>	Seat	5
<i>GBA GIS Viewer™</i>	Site	1

The number of “seat” licenses for a given product governs the maximum number of concurrent users, although the product may be accessed from an unlimited number of workstations. A “site” license allows for unlimited concurrent users.

A.1.3 Approach

gbaMS will follow the three-phased implementation approach the City foresees as outlined in the RFP.

A.1.4 Tasks

An outline of the Implementation Work Plan tasks is provided below. As indicated in Table A.2, these tasks are comprised of the required services as identified and described in the RFP.

A.1.4.1 Project Plan Development and Updates

The Project Plan Development effort will be initiated through an on-site Kick-off Workshop facilitated by gbaMS Project Team members. This Workshop will consist of the following activities:

- A discussion will be held with the City’s designated Project Manager to review and better define the project scope of work, project tasks, schedule, milestones and deliverables; risk and resource management efforts; communications and reporting methods; and invoicing provisions.

- A discussion will be held with the City's designated System Administrator responsible for computer hardware and software environments to review the EAMS requirements, and to address the following topics:
 - Installation of the *GBA Master Series* products on the server, workstation and user locations
 - System administration responsibilities
 - Initial and on-going training efforts

TABLE A.2 – Implementation Work Plan Details

Phases	Work Plan Task	Required Services
1	Project Plan Development	Project Planning
		Requirements Definition
		Software and Hardware Specifications
		System Integration Requirements
	Software Installation	Software Installation
	Configuration Plan Development	Software Configuration
	Data Conversion	Data Conversion
	System Test Plan Development	Testing
		System Acceptance
	Training	Training
	Implementation Support	Transitioning
		Performance Tuning
		Startup (Go Live)
Performance Period		
EAMS/Oracle Integration	Integration Needs Analysis	
	Integration Implementation	
2 and 3	Project Plan Update	
	Configuration Plan Update	
	Data Conversion Plan Development	
	System Test Plan Update	
	Training	
	Implementation Support	
On-going	ASM Program	Software Maintenance
		Telephone/E-mail Support
		Remote or On-site Support

- A classroom-style presentation will be provided to City staff involved in the implementation efforts to expose them to the general capabilities of the *GBA Master Series* products, and to initiate development of the City's specific user-defined codes and unique system configuration settings.

At completion of the Kick-off Workshop, a draft Project Plan will be prepared by the gbaMS Project Team and provided to the City for review and approval. This Project Plan will be updated as the implementation project progresses through the three phases.

A.1.4.2 Software Installation

gbaMS shall install the *GBA Master Series* products into a 'test environment' at the onset of the project. Having immediate access to the installed software (with sample data sets) will expedite the City's user-defined code development and system configuration efforts.

The test environment will also be used as the 'proving ground' for acceptance of any converted/migrated legacy data, and developed system integration/interfaces. gbaMS recommends that future software version releases and service packs be installed and tested within the test environment prior to upgrading the EAMS into the 'production environment'.

Training of the System Administrator will be accomplished in conjunction with the software installation. On-site activities involving the gbaMS Project Team members and the System Administrator will occur to accomplish the following:

- Transfer knowledge regarding the system's file structure, Security Program, and installation routines
- Establish security rights for end-users
- Install the software onto the server and workstations
- Test the software in the end-user environments to assure adequate system response times are provided

As reference material for the System Administration training, and documentation for post-implementation support and maintenance, the gbaMS Project Team will provide the System Administrator with the following information:

- All necessary technical support tools (including a digital Help file) and software maintenance procedures descriptions to 'recreate' the installation and configuration process
- Detailed system documentation, including database diagrams illustrating relationships between tables
- Specifications for each field in every database table

Upon completion of end-user training, gbaMS Project Team members and the System Administrator will work together to effect the transition of the system from the test environment to the production environment.

A.1.4.3 Configuration Plan Development and Updates

The Configuration Plan Development effort will involve the following:

- Review and confirmation of specific EAMS workflows to accommodate the City's defined "to-be" business process models
- Development of user-defined codes and configuration settings to incorporate the City's desired data elements, terminology, resources and associated parameters, defaults and global settings, customized reports, integration provisions, etc.

The City will be responsible for development of the user-defined codes and configuration settings, with assistance provided by the gbaMS Project Team. These codes and settings are critical for ensuring day-to-day ease of data input and generation of meaningful daily, monthly, quarterly, and annual reports; and proper control of user access for the various levels of City staff.

The Configuration Plan will document the specific configuration (i.e., codes and settings) finalized and approved for each of the *GBA Master Series* products; and designs of any customized reports to be developed and incorporated into the on-line report libraries available with the *GBA Master Series* products. This Configuration Plan will be updated as the implementation project progresses through the three phases.

A.1.4.4 Data Conversion

In discovery meetings completed with various City groups, gbaMS Project Team members and the City together reviewed various databases/systems for consideration for conversion/migration of legacy data to the EAMS. The results of these meetings yielded details regarding the conversion/migration efforts to be undertaken as summarized in Table A.3.

TABLE A.3 – Data Conversion/Migration Details

Source	Data	Comments
<i>Addressed in Phase 1</i>		
ESRI ArcGIS	Asset inventory data <ul style="list-style-type: none"> • Water • Sewer • Storm • Streets • Street Lights • Right-of-way • Signs • Trees 	
RTA Fleet Management System	Fleet asset inventory	Depending on the final EAMS/Oracle design, parts inventory data from RTA may or may not be included
Datastream MP2	Building asset inventory with related work order history	Facilities
	Equipment inventory (partial) with preventive maintenance schedules	
	Park asset inventory with work order history	Parks
	Pools asset inventory	Aquatics group within Parks
	Vehicle inventory (separate from RTA) with related work order history, and problem types for service requests (but not actual service request history)	Public Works
Sparta Systems Trackwise	Service request history	Address information and customer/citizen data from other sources may or may not be included
C-Works	Sewer asset information, work order history and preventive maintenance schedules; but not parts inventory	Microsoft SQL Server database utilized by MUD
	Water asset information, work order history and preventive maintenance schedules	Stand-alone PC system utilized by MUD

TABLE A.3 – Data Conversion/Migration Details (continued)

Source	Data	Comments
Considered in Future Phase(s)		
Microsoft Access	Information pulled from SRP files and Chandler Water to track costs related to utilities used	This database is utilized by the Streets group within Public Works. An interface may be considered in the future to pull this information into <i>GBA Master Series</i> .
Stantec Pavement Management	Pavement management	Stand-alone system
IBM Lotus Notes	Information related to Water Quality- and Lab-related activities	Includes work order component
Removed from Consideration		
Hansen	Asset inventory data <ul style="list-style-type: none"> • Signs • Trees 	Data is currently linked and duplicated in the GIS
C-Sharp	Parks work order data	In-house developed system used over the last six (6) months

Table A.3 Notes

GIS: Potentially 59 feature classes could be converted and linked to the EAMS. For costing purposes, it is assumed that all feature classes will be converted/linked using a custom geodatabase; and the feature classes meet gbaMS mapping standards.

RTA: For costing purposes, it is assumed that vehicle data will be provided in one file (text, Excel, Access, etc); and there is no warranty, fueling, inspections, or work order history data that needs to be converted.

MP2: For costing purposes, it is assumed that the data does not need to contain the City's new workflow (Categories, Problems, Tasks, etc.).

Trackwise: For costing purposes, it is assumed that requests do not need to be associated to affected assets; and the data does not need to contain the City's new workflow. The costs presented do not provide for populating the *GBA Master Series* customer database – only the *GBA Work Master Request* module.

C-Works: For costing purposes, it is assumed that the sewer and water inventory data in C-Works is not included in the GIS; and the data does not need to contain the City's new workflow. The costs presented do not provide for populating the *GBA Work Master Request* module.

A.1.4.5 System Test Plan Development and Updates

The gbaMS Project Team will work with the City to develop a generic System Test Plan detailing the EAMS review and acceptance criteria. The gbaMS Project Team will develop the System Test Plan for the EAMS, and customize the generic Plan for individual Departments/Divisions as they proceed with implementation. Components of the developed System Test Plan will include the following:

- Purpose and Objectives
- Scope
- Protocols
- Resources
- Team Roles and Responsibilities
- Test Locations and Processes
- Testing Schedule
- Issues, Risks and Assumptions
- Sign-off

The initial System Test Plan will be jointly prepared and agreed upon by both gbaMS and the City, and updated as the implementation project progresses through the three phases. The completed document will be the instrument by which the implemented applications and associated data sets will be measured for compliance with the City's stated goals and objectives.

A.1.4.6 Training

Training will consist of an Overview Workshop for the City's Managers and EAMS "Power Users", and Focus Sessions for end-users undertaken in a "train the trainer" approach. The benefit of this approach is that the City will have capabilities in-house to efficiently bring new EAMS users "up to speed", and enhance the capabilities of experienced EAMS users as new enhancements are provided through future *GBA Master Series* software upgrades.

Overview Workshop

The initial training effort will consist of the classroom-style Overview Workshop for key City staff from all Departments and Divisions included in the EAMS. Additional representatives from other stakeholder Departments/Divisions (e.g., the City's "GIS team" and Information Technology Administration) should also attend this Overview Workshop.

This Workshop will include demonstration of the general capabilities of the *GBA Master Series* products planned for enterprise deployment, and interactive discussions to produce a collective understanding of the EAMS workflows and data requirements.

Focus Sessions

The City shall select Power Users (maximum of ten (10), with representatives from each of the Departments/Divisions) that will utilize the EAMS be included in the train-the-trainer approach to facilitate training of all other EAMS end-users. Several trips will be made to complete on-site, hands-on training in Focus Sessions completed in each of the implementation project's three phases.

The detailed agendas, content, and breakdowns by Department/Division of the Focus Sessions will be documented in a Training Plan for review and approval by the City prior to commencement of these training efforts. Focus Sessions (each three (3) consecutive days in duration) will be completed as outlined in Table A.4.

TABLE A.4 – Focus Sessions

Department	Division	Focus Sessions
Community Services	Aquatics	1
	Building and Facilities	1
	Parks Development and Operations	2
	Recreation	1
Fire	Support Services	2
General Government	Communications and Public Affairs (Call Center)	1
	IT Administration	1
Management Services	Accounting	1
	Central Supply Purchasing	1
	Fleet Services	1
Public Works	Airport	1
	Engineering	1
	Streets	2
	Traffic Engineering	2
	Transit Services	1
	Solid Waste Services	1
Municipal Utilities	Water Production Facility Airport Water Reclamation Facility Wastewater Reverse Osmosis	1
	Water Production	1
	Water Distribution	2
	Wastewater Collection	2
TOTAL		26

At minimum, Focus Sessions will consist of the following training exercises:

- Entry of data and performance of quality assurance processes
- Facilitating internal notifications and external communications of system information
- Dispatching work crews in response to service requests and emergencies
- Using the gbaMS Web-based tools
- Scheduling preventive maintenance activities
- Querying the system databases using the *GBA Master Series* "Filter" feature to produce select data sets
- Generating ad-hoc reports from those data sets using the *GBA Master Series* "Browse" feature
- Using Browse to export those data sets to GIS and other applications
- Generating reports from the system's on-line libraries of pre-defined report templates
- Using GIS for displaying problems areas and work locations, routing work crews, and locating assets

City Power Users should be trained and experienced in use of ESRI GIS software, and have access to workstations for hands-on use during the Focus Sessions.

A.1.4.7 Implementation Support

Reference material will be provided to the City's System Administrator that will serve as documentation for post-implementation support and maintenance. From this information, the gbaMS Project Team members and the System Administrator will together create and execute a "Transition Plan" to be followed by City staff on an on-going basis to support and maintain the EAMS. The gbaMS Project Team will effectively supplement this Transition Plan through the services and resources offered to the City through the gbaMS ASM Program.

gbaMS Project Team members will be on-site at the completion of each phase of the implementation project to assist the System Administrator in performance tuning and startup (i.e., "go live") efforts. Over the performance period the gbaMS Project Team members will provide remote support, the gbaMS Project Manager on-site support, and the gbaMS Help Desk resources corrections of any system deficiencies (through software "service packs" or "patches").

A.1.4.8 ASM Program

The City will have access to the services and resources gbaMS provides under the Annual Support & Maintenance (ASM) Program immediately upon software installation, with the initial Program period extending twelve (12) months beyond Phase 1 "go-live" (which coincides with Phase 3 "go-live").

A.1.5 Deliverables

Following is a list of project deliverables:

- *GBA Master Series* product software licenses
- Project Plan, with updates at completion of each phase
- System Administration reference material
- Configuration Plan, with updates at completion of each phase
- Data Conversion Plan, with updates at completion of each phase
- System Test Plan, with updates at completion of each phase
- Focus Session agendas
- Transition Plan
- ASM Program subscription (first year following Phase 1 performance period)
- Training materials

A.1.6 EAMS Implementation Labor Requirements

The labor requirements associated with the proposed Work Plan are summarized in Table A.5. The following assumptions apply to these labor requirements:

- The overall training effort is evenly distributed between phases
- The labor requirements for the Data Conversion task in Phase 1 are considered sufficient for the actual data conversion/migration efforts as described
- The labor requirements for the Data Conversion Plan Development task and Data Conversion Plan Update task in Phases 2 and 3 respectively are for development/update of the Data Conversion Plan. The labor requirements for actual data conversion/migration efforts for each phase are to be determined, and will be based on the recommendations of the approved Plan.

A.1.7 City Resources

Specific responsibilities of the City with regard to assistance with the EAMS implementation include the following:

- Assigning a Project Manager and System Administrator for coordination of project activities with the gbaMS Project Team
- Developing user-defined codes and defining configuration settings

- Determining which employees will have rights to use the EAMS, and what type of rights each user (or user groups defined by role) should be assigned
- Providing one or two staff members to assist with software installation
- Scheduling staff time and preparing location(s) for workshops, meetings, and training sessions
- Providing a video projector (minimum of 1024x768 resolution) for use during training sessions

TABLE A.5 – EAMS Implementation Labor Requirements

Phase	Work Plan Task	On-site Days	Hours
1	Project Plan Development	3	16
	Software Installation	3	
	Configuration Plan Development		24
	Data Conversion		336
	System Test Plan Development	3	16
	Training	29	
	Implementation Support	3	
	<i>Sub-Total</i>	<i>41</i>	<i>392</i>
2	Project Plan Update		8
	Configuration Plan Update		8
	Data Conversion Plan Development		16
	System Test Plan Update		8
	Training	29	
	Implementation Support	3	
	<i>Sub-Total</i>	<i>32</i>	<i>40</i>
3	Project Plan Update		8
	Configuration Plan Update		8
	Data Conversion Plan Update		16
	System Test Plan Update		8
	Training	29	
	Implementation Support	3	
<i>Sub-Total</i>	<i>32</i>	<i>40</i>	
TOTAL		105	472

The City will be responsible for the following on-going system administration efforts:

- File and database backups (daily)
- Applying *GBA Master Series* software upgrades and service packs (as released), utilizing automated distribution capabilities for workstations
- Monitoring of EAMS to ensure optimal performance (occasional)

A.2 EAMS/ORACLE INTEGRATION

A.2.1 Architecture

In discovery meetings completed with City participants, gbaMS Project Team members and the City together identified various options for the EAMS/Oracle integration. It was recognized that the decision on architecture has impact on both the cost of development and long-term maintenance of the integration.

After considering the pros and cons of each option, a decision was made by the City to proceed with Microsoft Integration Server for the EAMS/Oracle integration architecture. Among the advantages of Integration Server are

- The City already owns it
- IT staff already know it
- Associated ease of development
- Central error handling/maintenance

A.2.2 Integration Points

A.2.2.1 Items

Items will be interfaced from Oracle EBS to *GBA Master Series*. This data will reduce the dual-entry by City staff, and will also ensure that EBS is the system of record for inventory and items. The data interfaced from EBS to *GBA Master Series* will include part number, description, and item status as well as other flags and item attributes that will be used by *GBA Master Series*. This integration can be run from near-real time (every one to three minutes) to a nightly batch run.

A.2.2.2 Inventory Transactions

Inventory transactions will be from EBS to *GBA Master Series*. Inventory transactions will include basic information such as item, quantity, to/from locations, transaction cost (if needed by *GBA Master Series*), etc. Also included will be any receipts and/or deliveries. When doing receipts/deliveries, the original requisition number must be included.

Since internal requisitions will be used to trigger part requests from *GBA Master Series* work orders, the shipment of the resulting internal sales orders will be included in the interface from EBS to *GBA Master Series*. This data will include the *GBA Master Series* work order information.

Inventory transactions to be sent to *GBA Master Series* will be identified via a DFF (descriptive flex field) on the material transaction type setup form in Oracle. This DFF will be a yes/no flag.

A.2.2.3 Requisitions

Requisitions (both internal and external) will be interfaced from *GBA Master Series* to Oracle. In general, requests for parts from *GBA Master Series* work orders will come into Oracle as internal requisitions. The only exception to this is when a *GBA Master Series* user requests a part that does not have an item number. This type of request ends up going straight to the buyers.

Internal requisitions will result in internal orders to be fulfilled by the ICS group. After the creation of the requisition, all standard Oracle functionality will be used. This functionality is outside the scope of the integration, and will continue to use existing City business processes. These processes will include the generation of the pick slip, managing back-order requests, and shipping the internal sales order.

Requisitions will require a "requested by" and/or "deliver to" person. There may be the need to create shell employee records to identify these persons.

Requisitions can come over as auto-approved. If the City elects to bring in already approved internal requisitions, a requisition user that has the ability to approve requisitions must be used.

Any requisitions created in Oracle must include pointers back to *GBA Master Series* data. Examples of these types of pointers are work order number and task.

A.2.2.4 Fleet

Currently Fleet does not track inventory in Oracle – parts are procured and used as the need arises. To provide Fleet with inventory tracking capabilities, the following three potential solutions have been identified.

1. Utilize *GBA Master Series* for Fleet Inventory

This option would ignore Oracle inventory (items, transactions, on-hand quantities, costs, etc.) and utilize the *GBA Master Series* inventory module (*GBA Warehouse Master*). This would allow the Fleet group to remain solely independent and outside of Oracle. Any general ledger transactions would have to be done manually, following the same procedures that are in place now.

This option does lose cycle count management, inventory costing, direct integration with Oracle Purchasing (requisitions, POs, and receipts), as well as policy and procedural controls introduced in Oracle Inventory.

With this option, Fleet's basic inventory needs are met with minimal administrative overhead. Fleet's requirements are limited to the ability to manage items and then issue parts to work orders. This option would meet those requirements.

2. Interface items and inventory from *GBA Master Series* to Oracle

The functionality of this option would be to replicate the Oracle to *GBA Master Series* interface for the Oracle Inventory module. This interface would actually flow the other way – from *GBA Master Series* to Oracle. This will allow the Fleet staff to only use *GBA Master Series*, but will ensure that the entire item master and inventory transactions flow back to Oracle.

This option would essentially create a bi-directional interface for both inventory item creation as well as inventory transactions. While this model has been done before, it is not typically recommended as it significantly complicates the interface design and maintenance.

3. Utilize to-be integration design and interfaces between *GBA Master Series* and Oracle

This option uses the already proposed design to ensure data is synchronized between Oracle and *GBA Master Series*. There would be a process change as Fleet would now use Oracle to create parts and perform inventory transactions. The interfaces would need to use near real-time processing to move the data from Oracle Inventory to *GBA Master Series*.

This option is the most efficient way to ensure that both systems stay integrated. If the requirement is that Oracle is the system of record for items, this will introduce the least amount of on-going training (one system for all items and transactions), the most simple day-to-day maintenance, and provide one point of monitoring and maintenance for long-term support.

The third option, the “to-be integration” is the suggested option. This option is the least costly in terms of actual implementation costs, on-going maintenance, training and continued support; and is the easiest to maintain, monitor and track. This option will utilize Oracle for costing and normal inventory control procedures; ensure that all inventory dollars are correctly accounted for; and ensure that inventory control policies are adhered to City-wide.

Note that none of these options explicitly include specific general ledger transactions. The first option would continue to use the business processes currently in place to handle the flow of cost between Fleet and the general ledger. The other two options would utilize standard Oracle functionality.

A.2.2.5 Others

The following potential integration points will not be automated interfaces at this time:

- Employee & salary records (standard shop rates to be used)
- Direct journal entries
- Purchase orders
- Requisition status back to *GBA Master Series*
- General ledger data
- Projects data

A.2.3 EAMS/Oracle Integration Labor Requirements

The estimated labor requirements associated with each of the Fleet solutions described in Section A.2.2.4 are summarized in the following table.

Labor Requirements (hr)		
Participants	Option 1 or Option 3	Option 2
Solbourne	240	290
City	400	460
gbaMS	80	100

Solbourne and gbaMS services will be provided at an hourly rate of \$150.00 plus reasonable travel expenses billed at actual cost.

A.3 COMPLETION SCHEDULE

A completion schedule for the project is provided as Exhibit A.1.

A.4 SOFTWARE MAINTENANCE AND SUPPORT

The services and resources provided by gbaMS under the ASM Program are summarized in the attached Exhibit titled "TECHNICAL SUPPORT AND SERVICES".

EXHIBIT A.1 – Project Completion Schedule

Work Plan Task	Weeks																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Phase 1 - EAMS Implementation																								
Project Plan Development																								
Software Installation																								
Configuration Plan Development																								
Data Conversion																								
System Test Plan Development																								
Training																								
Implementation Support																								
Phase 1 - EAMS/Oracle Integration																								
EAMS/Oracle Integration																								
Phase 2																								
Work Plan Task	Weeks																							
	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Project Plan Update																								
Configuration Plan Update																								
Data Conversion Plan Development																								
System Test Plan Update																								
Training																								
Implementation Support																								
Phase 3																								
Project Plan Update																								
Configuration Plan Update																								
Data Conversion Plan Update																								
System Test Plan Update																								
Training																								
Implementation Support																								



Technical Support and Software Maintenance Services

Clients Only Web site

Users have 24/7/365 access to our Help Desk support resources through the "Clients Only" section of our Web site (www.gbaMS.com). In addition to serving as a portal by which clients can submit requests and track their resolution status, the Clients Only Web site provides a knowledge base, software downloads, discussion boards, FAQs, user group information and more.

Toll-free Telephone Support

gbaMS support staff is available to respond to inquiries Monday through Friday (i.e., business days) from 8:00 a.m. to 5:00 p.m., Central Standard Time.

Web Support Technology

We are able to provide the highest level of software support via the Web. This technology (WebEx) enables us to "see" your computer, allowing us to troubleshoot the problem in your environment and easily deliver a solution. In addition, this technology provides additional training capabilities for new users, refresher courses, etc.

User Conferences

Subscribers to our Annual Support & Maintenance (ASM) Program receive discounted fees to our Annual Conference & Training (ACT) event. The ACT provides you with an ideal place to complete training courses, network with co-users, work with our staff and explore additional resources we may have to offer.

Software Patches

We continually refine our applications - from problem resolution to minor enhancements, we always strive to strengthen the software. As an ASM subscriber, you will be provided with these patches for the supported program(s) as they become available.

Software Upgrades / New Releases

We are constantly improving all of our products. We incorporate new functionality and new tools to help you get the most out of the *GBA Master Series*® software. This Program provides you with upgrades (new releases) of the support program(s) as they become available.

Documentation and Help Tutorials

Electronic Help Manuals

Users can access a database of help through the Electronic Help Manuals within *GBA Master Series* applications. These how-to guides give users an overview of applications, modules, functions and features. Users can search for information by table of contents, index or search.

Release Notes

With every new software release, gbaMS provides a list of new additions. Release notes explain how the software has changed, including added functions and features or corrected software issues.

Tutorial Videos

To illustrate the software functionality in a visual format, the Clients Only Web site has a tutorial library of downloadable Webex videos. The tutorial videos can be used to train new personnel how the software works or teach seasoned users new tricks.

inVision e-Newsletter

Our newsletter is distributed via e-mail in an online format, allowing us to provide a wealth of information in a timely manner. The inVision newsletter is distributed to keep users up-to-date on software news (new releases, software patches, etc.), industry happenings and additional resources.

EXHIBIT B
PRICE LIST

B.1 SOFTWARE LICENSES

The total of *GBA Master Series*® EAMS software costs is **\$304,884.00**. This total includes \$282,300.00 for software license fees, and \$22,584.00 (8%) for taxes.

Details of the *GBA Master Series* software license fees are provided in Table B.1.

B.2 EAMS IMPLEMENTATION SERVICES

The total of implementation services costs for the proposed Work Plan is **\$277,405.00**. Details of these costs are provided in Table B.2.

B.3 EAMS/ORACLE INTEGRATION

With the recommended Microsoft® Integration Server architecture, and the Fleet integration option requiring additional effort (Option 2 – “Interface items and inventory from *GBA Master Series* to Oracle”), the total cost of EAMS/Oracle integration is **\$66,765.00**. This cost is based on an hourly rate of \$150.00 and 390 hours (290 hours for Solbourne, and 100 for gbaMS); and estimated travel expenses of \$8,265.00 (for Solbourne).

B.4 ANNUAL SUPPORT AND MAINTENANCE

The annual fee basis for the services and resources gbaMS provides under its Annual Support & Maintenance (ASM) Program is twenty percent (20%) of the non-discounted software license fees. In this case, this annual cost is \$68,460.00.

The City’s participation in the ASM Program will be provided under a separate agreement.

B.5 PAYMENT SCHEDULES

The project payment schedule to be applied to software, implementation services, and EAMS/Oracle integration costs (grand total of \$649,054.00) is provided as Table B.3.

The payment schedule for ASM Program fees is provided as Table B.4.

**EXHIBIT B
PRICE LIST**

TABLE B.1 – Details of Software Costs

Product	Licenses		Unit Fees			Total Fees
	Basis	Quantity	Base ¹	Additional Seat ² (ea)	Site ³	
<i>GBA Work Master</i> ®	Site	1	\$4,000.00	\$3,200.00	\$150,000.00	\$150,000.00
<i>gbaMS Web Citizen</i>	Site	1	N/A	N/A	\$15,000.00	\$15,000.00
<i>GBA Warehouse Master</i> ™	Site	1	\$2,000.00	\$1,600.00	\$10,000.00	\$10,000.00
<i>GBA Equipment Master</i> ™	Site	1	\$3,000.00	\$2,400.00	\$15,000.00	\$15,000.00
<i>GBA Facility Master</i> ™	Seat	3	\$3,000.00	\$2,400.00	\$15,000.00	\$7,800.00
<i>GBA Parks Master</i> ™	Seat	3	\$4,000.00	\$3,200.00	\$20,000.00	\$10,400.00
<i>GBA Tree Master</i> ®	Seat	3	\$2,000.00	\$1,600.00	\$10,000.00	\$5,200.00
<i>GBA Street Master</i> ®	Seat	3	\$2,000.00	\$1,600.00	\$10,000.00	\$5,200.00
<i>GBA Pavement Manager</i> ™	Seat	3	\$2,000.00	\$1,600.00	\$10,000.00	\$5,200.00
<i>GBA Storm Master</i> ®	Seat	3	\$3,000.00	\$2,400.00	\$15,000.00	\$7,800.00
<i>GBA Right-of-Way Master</i> ™	Seat	3	\$4,000.00	\$3,200.00	\$20,000.00	\$10,400.00
<i>GBA Sign Master</i> ™	Seat	3	\$3,000.00	\$2,400.00	\$15,000.00	\$7,800.00
<i>GBA Signal Master</i> ™	Seat	3	\$3,000.00	\$2,400.00	\$15,000.00	\$7,800.00
<i>GBA Street Light Master</i> ™	Seat	3	\$2,000.00	\$1,600.00	\$10,000.00	\$5,200.00
<i>GBA Water Master</i> ®	Seat	5	\$4,000.00	\$3,200.00	\$35,000.00	\$16,800.00
<i>GBA Sewer Master</i> ®	Seat	5	\$4,500.00	\$3,600.00	\$40,000.00	\$18,900.00
<i>GBA GIS Manager</i> ™	Seat	3	\$4,000.00	\$3,200.00	\$20,000.00	\$10,400.00
<i>GBA GIS Analyst</i> ™	Seat	5	\$2,000.00	\$1,600.00	\$20,000.00	\$8,400.00
<i>GBA GIS Viewer</i> ™	Site	1	\$500.00	\$500.00	\$25,000.00	\$25,000.00
TOTAL - SOFTWARE LICENSE FEES						\$342,300.00
<i>GBA Warehouse Master</i> ™ Software Discount (100%)						-\$10,000.00
Additional Software Discount						-\$50,000.00
GRAND TOTAL - SOFTWARE LICENSE FEES						\$282,300.00
Notes						
¹ The "base" fees provides for the server installation and one (1) seat license of the given product.						
² The number of "seat" licenses governs the number of users that can concurrently access the given product. The product may be installed on, and accessed from, an unlimited number of workstations.						
³ A "site" license of a given product provides for an unlimited number of seats.						

**EXHIBIT B
PRICE LIST**

TABLE B.2 – Details of EAMS Implementation Services Costs

Phase	Work Plan Task	On-site Days	Hours	Labor Cost¹	Direct Expenses²	Total
1	Project Plan Development	3	16	\$7,015.00	\$1,200.00	\$8,215.00
	Software Installation	3		\$5,175.00	\$1,200.00	\$6,375.00
	Configuration Plan Development		24	\$2,760.00	\$0.00	\$2,760.00
	Data Conversion		336	\$38,640.00	\$0.00	\$38,640.00
	System Test Plan Development	3	16	\$7,015.00	\$1,200.00	\$8,215.00
	Training	29		\$50,025.00	\$11,600.00	\$61,625.00
	Implementation Support	3		\$5,175.00	\$1,200.00	\$6,375.00
	<i>Sub-Total</i>		41	392	\$115,805.00	\$16,400.00
2	Project Plan Update		8	\$920.00	\$0.00	\$920.00
	Configuration Plan Update		8	\$920.00	\$0.00	\$920.00
	Data Conversion Plan Development		16	\$1,840.00	\$0.00	\$1,840.00
	System Test Plan Update		8	\$920.00	\$0.00	\$920.00
	Training	29		\$50,025.00	\$11,600.00	\$61,625.00
	Implementation Support	3		\$5,175.00	\$1,200.00	\$6,375.00
	<i>Sub-Total</i>		32	40	\$59,800.00	\$12,800.00
3	Project Plan Update		8	\$920.00	\$0.00	\$920.00
	Configuration Plan Update		8	\$920.00	\$0.00	\$920.00
	Data Conversion Plan Development		16	\$1,840.00	\$0.00	\$1,840.00
	System Test Plan Update		8	\$920.00	\$0.00	\$920.00
	Training	29		\$50,025.00	\$11,600.00	\$61,625.00
	Implementation Support	3		\$5,175.00	\$1,200.00	\$6,375.00
	<i>Sub-Total</i>		32	40	\$59,800.00	\$12,800.00
GRAND TOTAL - SERVICES		105	472	\$235,405.00	\$42,000.00	\$277,405.00
Notes						
¹ Labor costs are based on standard unit rates of \$1,500.00 per on-site day and \$100.00 per hour. An additional fifteen percent (15%) is added to the labor costs for overall project management efforts.						
² Direct expenses (for travel, meals, lodging, transportation, etc.) are billed at actual costs. Estimates provided above are based on typical rates of \$450.00 per on-site trip and \$250.00 per on-site day.						

**EXHIBIT B
PRICE LIST**

TABLE B.3 – Project Payment Schedule

Milestone		Payment (% of Total)
<i>Phase 1</i>		
1	Software Installation and Plan Development	10
	Includes the following Implementation Work Plan tasks: <ul style="list-style-type: none"> • Project Plan Development <ul style="list-style-type: none"> – Project Planning – Requirements Definition – Software and Hardware Specifications – Systems Integration Requirements • Software Installation • Configuration Plan Development 	
2	Data Conversion and EAMS/Oracle Integration	25
	Includes the following Implementation Work Plan tasks: <ul style="list-style-type: none"> • Data Conversion • EAMS/Oracle Integration <ul style="list-style-type: none"> – Integration Needs Analysis – Integration Implementation – System Testing – Training – Pilot Phase – System Acceptance 	
3	Product Roll-Out / Training and Support (Go Live)	15
	Includes the following Implementation Work Plan tasks: <ul style="list-style-type: none"> • Transition Plan • Performance Tuning • Startup (Go Live) 	
Phase 1 Total		50

**EXHIBIT B
PRICE LIST**

TABLE B.3 – Project Payment Schedule (continued)

Milestone		Payment (% of Total)
Phase 1 Total		50
Phase 2		
4	Product Roll-Out / Training and Support (Go-Live)	15
	Includes the following Implementation Work Plan tasks: <ul style="list-style-type: none"> • Project Plan Update • Configuration Plan Update • Data Conversion Plan Development • System Test Plan Update • Training • Pilot Phase • End users / System Acceptance • Implementation Support 	
Phase 3		
5	Product Roll-Out / Training and Support (Go-Live)	15
	Includes the following Implementation Work Plan tasks: <ul style="list-style-type: none"> • Project Plan Update • Configuration Plan Update • Data Conversion Plan Development • System Test Plan Update • Training • Pilot Phase • End users / System Acceptance • Implementation Support 	
6	Acceptance	20
	<ul style="list-style-type: none"> • End user / Project Acceptance • Lessons Learned 	
Phase 3 Total		35
GRAND TOTAL		100

TABLE B.4 – ASM Program Payment Schedule

Date	Payment (% of Annual Fee)
July 1, 2009	50
For six (6) months following Phase 1 Go-Live milestone	
July 1, 2010	100
For twelve (12) months	
Renewal date of July 1 in subsequent years	

Assumption is duration of Phase 1 implementation will be nine (9) months beginning May 1, 2008.

Payment of ASM Program fees will be covered under a separate agreement.

**EXHIBIT C
INSURANCE REQUIREMENTS**

1. INSURANCE:

1.1. Insurance Representations and Requirements:

- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
- E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.

- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

1.2. Proof of Insurance – Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.

1.3. Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

1.4. Commercial General Liability - Minimum Coverage Limits.

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

1.5. Automobile Liability

CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

1.7. Worker's Compensation and Employer's Liability

CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

**EXHIBIT D
ALTERNATE DISPUTE REQUIREMENTS**

1. **ALTERNATE DISPUTE RESOLUTION:** Notwithstanding anything to the contrary provided elsewhere in the Contract documents, the alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and the CONTRACTOR arising out of, or relating to the Contract documents, interpretation of the Contract, or the performance of or the breach by any party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.
 - 1.1. **Notice.** CONTRACTOR shall submit written notice of any claim or dispute to the Contract Administrator within thirty (30) days of the occurrence, event or disputed response from CITY for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of the Contract nor lumped together with other pending claims.
 - 1.2. **Forfeiture.** Failure to submit a notice of any claim, dispute, or other issue within such thirty (30) days shall constitute CONTRACTOR'S forfeiture of its right to dispute the issue, raise the claim or make the request and shall also constitute CONTRACTOR'S agreement and acceptance of the CITY'S position.
 - 1.3. **CITY Response.** The Contract Administrator will provide to CONTRACTOR a written response to any claim, request for clarification or dispute on or before thirty (30) days from receipt of CONTRACTOR'S written claim.
 - 1.4. **Appeal.** If CONTRACTOR disagrees with the response of the Contract Administrator, within fifteen days of the date of the response by the Contract Administrator, CONTRACTOR shall file with the Contract Administrator, written notice of appeal. The Contract Administrator shall provide copies of all relevant information concerning the Contract and claim or dispute to the Assistant Management Services Director who will determine the appeal. The Assistant Management Services Director may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The Assistant Management Services Director shall make a final determination of the appeal and provide written notice to CONTRACTOR within sixty (60) days from the date of CONTRACTOR'S written notice of appeal.
 - 1.5. **Arbitration.** If CONTRACTOR is not satisfied with the determination of the Assistant Management Services Director, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If CONTRACTOR chooses not to accept the decision of the Assistant Management Services Director, CONTRACTOR shall notify the Contract Administrator in writing within ten (10) business days of receipt of the Assistant Management Services Director's decision of a request for arbitration. The CONTRACTOR shall post a cash bond with the Arbitrator in the amount of \$5,000, or a greater amount as determined by the Arbitrator, that will defray the cost of the arbitration as set forth in paragraph M, Fees and Costs, and proceeds from said bond shall be allocated in accordance with said paragraph by the Arbitrator.
 - A. **Arbitration Panel:** The Arbitration Panel shall consist of the arbitrators selected by the parties involved in the dispute, (i.e., CITY will select one arbitrator, CONTRACTOR will select one arbitrator, and any other CONTRACTOR who has a contract with the CITY which contains this ADR provision and is a party to the same dispute will also select an arbitrator), and the foregoing arbitrators shall select a neutral Arbitrator who will hear the matter and make a final determination, as set forth herein.
 - B. **Expedited Hearing:** The parties have structured this procedure with the goal of providing for the prompt and efficient resolution of all disputes falling within the purview of this ADR process. To that

end, any party can petition the Arbitrator to set an expedited hearing if circumstances justify it. The Arbitrator shall contact the parties and schedule the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical, but in no event later than sixty (60) days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitrator upon a showing of emergency circumstances.

- C. **Procedure:** The Arbitrator shall conduct the hearing that will resolve disputes in a prompt, cost efficient manner giving due regard to the rights of all parties. Each party shall supply to the Arbitrator a written pre-hearing statement, which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitrator shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The Arbitrator, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to conform to such orders of the Arbitrator.
- D. **Hearing Days:** To effectuate the parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.
- E. **Award:** The Arbitrator shall within ten (10) days from the conclusion of any hearing issue its award. The award shall include an allocation of fees and costs pursuant to the Binding Arbitration Procedure paragraph herein. Any award providing for deferred payment shall include interest at the rate of ten (10%) percent per annum. The award is to be rendered in accordance with the Contract and the laws of the State of Arizona.
- F. **Scope of Award:** The Arbitrator shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitrator shall also be without authority to issue an award against any individual party in excess of \$500,000, exclusive of interest, arbitration fees, costs, and attorney's fees. If an award is made against any individual party in excess of \$50,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and statement as to how damages were calculated.
- G. **Jurisdiction:** The Arbitrator shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.
- H. **Entry of Judgment:** Any party can make application to the Maricopa County Superior Court for confirmation of any award and for entry of judgment on it.
- I. **Severance and Joinder:** To reduce the possibility of inconsistent adjudications, the Arbitrator, may at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and the Arbitrator may, on his own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes. Nothing herein shall create the right by any party to assert claims against another party not recognized under the substantive law applicable to the dispute. The Arbitrator is not authorized to join to the proceeding parties not in privity with the CITY.

- J. **Appeal:** Any party may appeal errors of law by the Arbitrator if, but only if, the errors arise in an award in excess of \$100,000; the exercise by the Arbitrator of any powers contrary to or inconsistent with the Contract; or any of the grounds provided in A.R.S. 12-1512. Appeals shall be to the Maricopa County Superior Court within fifteen (15) days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this section.
- K. **Uniform Arbitration Act:** Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. 12-1501, et. seq.
- L. **Fees and Costs:** Each party shall bear its own fees and costs in connection with any informal hearing before the Assistant Management Services Director. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, the prevailing party's attorneys' fees, expert witness fees and costs, will be paid by the nonprevailing party, except as provided for herein. The determination of prevailing and nonprevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitrator.
- M. **Equitable Litigation:** Notwithstanding any other provision of ADR to the contrary, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

- 15.8. **Independent Contractor.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 15.9. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 15.10. **Authority.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____ 2007.

FOR THE CITY OF CHANDLER

MAYOR

FOR THE CONTRACTOR
By: _____
Signature

ATTEST:

City Clerk

ATTEST: If Corporation

Secretary

Jose City Attorney SEAL