



**REQUEST FOR PROPOSALS FOR
LABORATORY INFORMATION MANAGEMENT SYSTEM**

RFP NO. 58205

**RFP Issue Date:
March 10, 2020**

**Proposal Submittal Due Date and Time:
April 8, 2020 at 5:00pm**

Purchasing Office, San Leandro City Hall,
835 E. 14th Street, San Leandro, CA 94577

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REQUEST FOR PROPOSALS FOR LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)

The City of San Leandro desires to solicit qualified proposals for a LIMS in accordance with this Request for Proposals (RFP). Award resulting from this RFP will be a fixed contract with an initial term of July 1, 2020, through June 30, 2021.

I. INTRODUCTION

The City of San Leandro (“the City”) Water Pollution Control Plant (“the Plant”) provides secondary treatment of domestic, commercial and industrial wastewater for the northern portion of the City, serving a population of about 60,000. The Plant discharges treated wastewater via the East Bay Dischargers Authority (EBDA) Common Outfall to Lower San Francisco Bay. The Plant and other EBDA member agencies (MAs) are a Joint Powers Agency (JPA) and operate under one NPDES discharge permit. Seasonally, the Plant provides recycled water for golf course irrigation and residential usage. The Plant’s Pretreatment Program, overseen by the Environmental Services Section (ESS), regulates upstream industrial users, including eight (8) SIUs.

The Plant operates an in-house ELAP certified laboratory (ELAP #2281) to provide analytical services for regulatory compliance and treatment process control. Lab staff consists of the Laboratory Supervisor, two laboratory technicians and a part-time college intern. The laboratory also provides services to EBDA and Castro Valley Sanitary District (CVSan). The Laboratory handles around 230 samples a month which includes collecting samples and in-house and contract lab analyses.

The City anticipates that the State of California will adopt The NELAC Institute (TNI) 2016 Laboratory Standard as the basis for environmental laboratory accreditation in the near future and will require starting implementation as soon as July 1, 2020. This will require improved documentation procedures and sample tracking. As such, the City is seeking a Laboratory Information Management System (LIMS) to streamline data management and enable the Lab to efficiently meet the TNI standards.

II. BACKGROUND

The Laboratory Supervisor arranges sampling schedules based on permit and client requirements and the laboratory collects and analyzes samples accordingly. Sample collection information is recorded manually into a logbook. In-house lab data is manually transferred from paper bench sheets into Excel spreadsheets and into a manual data logger for archiving in the Plant’s operational database (OSI PI Historian). Attachment D illustrates the Plant’s current data management process.

Pretreatment compliance analyses are provided by the Contract Laboratory. ESS uses PACS and FileMaker for scheduling and importing/storing analytical data.

The EBDA General Manager (EBDA GM) is the responsible official for submitting the Common Outfall's and its member agencies' NPDES self-monitoring reports into CIWQS. The EBDA MAs are:

- City of San Leandro (CSL),
- City of Hayward (COH),
- Castro Valley Sanitary District (CVSan)/Oro Loma Sanitary District (OLSD) and
- Union Sanitary District (USD).

EBDA MA labs enter NPDES data into a Hach WIMS application for submittal to the EBDA GM. The contract laboratory, Caltest, provides a customized EDD file to Azyura, a third-party data manager employed by EBDA. In addition, EBDA MA labs send Azyura their lab data in an excel sheet. Having received all the data from the EBDA MA labs, Azyura assists the EBDA GM in generating a CIWQS data file or CDF. This data management scenario is illustrated in Attachment E.

III. PROJECT OBJECTIVES

This system can be improved in several ways:

- Less time spent on duplicative data entry into multiple systems
- Flags for non-compliant data will save time on reviewing data.
- Data synchronization between systems to reduce data entry time and increase access to laboratory data to other non-laboratory staff.
- Reduce reliance on outside technical support to generate CDFs and other compliance reports.

The City is seeking a LIMS for the laboratory that will improve laboratory efficiency and meet the TNI data management requirements. Its key features will be:

- Schedule samples
- Simplify the data entry and data approval process
- Provide access to data users (including remote users) where data can be easily retrieved and managed
- Store quality control data and generate quality control charts
- Maintain record-keeping and documentation necessary to comply with TNI's management and technical requirements
- Sync laboratory data with the Plant's other data systems
- Generate CDFs for San Leandro
- Produce reports, such as end of month reports, pretreatment reports, and other ad hoc reports
- Serve as a regulatory data repository for EBDA, with the ability to
 - Query and export data
 - Generate reports
 - Generate CDFs.

Please see Attachment E for a proposed data management model and Attachment F for a detailed list of required LIMS features.

IV. SCOPE OF SERVICES

This Scope of Services should serve as a minimum standard. Proposals should include a detailed proposal for Scope of Services tailored to the specific product being offered.

Task 1. Laboratory Information Management Software

Provide a software solution for the comprehensive management of laboratory information. See Attachment F for a detailed list of requested software features. This system may either be hosted in-house or on remote servers.

Task 2. Implementation Services

Task 2.1. Project Management

The Consultant will conduct project management activities, including:

- A project kickoff meeting to set the project schedule and goals.
- Notify the City of any changes in scope or budget as soon as possible and propose actions, if necessary, to correct these changes.
- Maintain communication by being available by phone or e-mail and responding in a timely fashion.
- Maintain project files.

Deliverables:

- Project kickoff meeting.
- Produce a project plan and timeline, including key mileposts and proposed deadlines.
- Weekly update meetings for the duration of Task 2

Task 2.2. Model data and processes

Using the documents provided in this RFP and from further discovery meetings, the Contractor will develop a model of the current data and operational processes. The Contractor will then propose a new model using the LIMS. The models should include at least the following information:

- Data fields, including where the data is collected, in what format and where it is used.
- Data systems other than LIMS and how the data is transferred between the systems
- Reports that are currently being produced and the data required to generate those reports.

Deliverables:

- Model of current data and lab operational processes that City staff agrees accurately represents the current system.
- Proposed model for using the LIMS to improve operational efficiency that City staff agrees will function properly.

Task 2.3: Installation, Configuration and Implementation

The Contractor will install or provision an instance of the LIMS. The Contractor will use the data model produced in Task 2 to configure the LIMS. The Contractor will set up any synchronization processes to move data between the LIMS and the other data systems.

Deliverables:

- Installed LIMS available for City staff to use.
- LIMS configured according to the specifications in the data model.
- Training for City staff to successfully test and review the system.
- Data synchronization software installed data successfully synchronizing between the LIMS and other data systems.

Task 2.4: Testing and Revised Implementation

The Contractor will use the testing and review feedback from Task 2.3 to make necessary modifications to provide a fully-functioning LIMS system.

Deliverables:

- Provide final application.
- Training and rollout.
- Functioning LIMS system as accepted by City staff

Task 2.5: Historical data conversion

Historical lab data is stored in an installation of Hach WIMS. The City would like to transfer five years of historical data into the LIMS to provide continuity of reporting. The Contractor will extract data from the WIMS and import it into the LIMS.

Deliverable:

Five years of historical laboratory data available for reporting in the LIMS.

Task 2.6: Integration of EBDA data

The City of San Leandro LIMS may become the central repository for regulatory lab data for the EBDA system. The Contractor will provide a project plan for efficiently gathering the data from other EBDA member agencies, storing the data in the LIMS, and effective reporting into CIWQS. This may include incorporation of historical EBDA data comparable to Task 2.4. Once the City and EBDA

agencies have agreed on the project plan, the Contractor will make necessary configuration changes to implement the plan.

Deliverables:

- EBDA integration plan.
- LIMS configured to accept, store and report on EBDA data.
- Weekly update meetings with EBDA GM and support staff.

Task 3. Post-Implementation Training, Support and Documentation

After the LIMS is successfully installed and operational, the Contractor will provide documentation. This will include:

- An updated version of the data model used to implement the LIMS, including any changes that were necessary during the implementation.
- User guides and documentation necessary to properly use the system.
- Continued training, as necessary, for City staff to successfully use the system.

The Contractor will provide ongoing support of the system. This support will include on call support to answer user questions and troubleshooting support. The proposal should state how much this will cost for the first five years.

Deliverables:

- User guide
- Updated data model
- On call support as needed.

V. PROPOSAL REQUIREMENTS

Successful proposals shall include:

1. Contact information, including legal name and address of the proposing firm and the designated contact individual's name, address, phone number(s) and email address.
2. Description of the architecture and components of the solution being proposed including required hardware and software.
3. Completed Attachment F detailing the software features available.
4. A proposed Scope of Services and implementation plan. This should be based on the Scope of Services in Section IV but should contain additional details.
5. Proposed Innovations

Discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

6. Specify the nature of any post-implementation and on-going support provided by the Contractor including:
 - i. On-site, post-implementation support
 - ii. Telephone support and availability
 - iii. Frequency and delivery of future upgrades and product enhancements and, if any, expected mid-implementation
 - iv. Availability of user groups and their geographic areas
 - v. Problem-reporting and resolution procedures
 - vi. Applicable software and support license agreements
7. A description of the process to add new requirements post implementation
8. Detail of project costs including:
 - i. LIMS software licensing, including up-front costs and ongoing maintenance.
 - ii. All required costs for completion of the Scope of Services, including, project management, consulting, travel, meals, etc. Costs should be delineated by task and subtask. The City may elect not to proceed with Task 2.5.
 - iii. Provide a fixed hourly rate for support, maintenance, application modification and data collection good for one year after project completion
9. Payment schedule based on completion of tasks in the Scope of Services
10. A detailed time-phased implementation plan to carry out final recommendations and include timing and resources needed to implement tasks identified in the detailed scope. The City anticipates beginning implementation by July 1, 2020.
11. References

List three (3) most significant engagements performed in the last five years that are similar to the proposed engagement. Indicate scope of work, date, engagement principals, supervisory and technical staff assigned, total hours, and the name and phone number of the primary client contact. The City intends to check references as part of the proposal evaluation.
12. Description of Firm's Experience

The proposal should state the size of the firm, the size of the firm's key staff, the location of the office from which the work is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the level of commitment.

If the proposer is a joint venture or consortium, the qualification of each firm comprising the joint venture should be separately identified and the Principal firm identified, if applicable.

Identify primary supervisory and management staff assigned to engagement and provide LIMS implementation experience of each person. Include organizational chart for the project team and resumes of key personnel.

Indicate how quality of staff over the term of this agreement will be assured.

13. Exceptions to Specifications

Discuss any exceptions or requested changes that Proposer has to the City's Scope of Services and Consulting Services Agreement. If no exceptions are noted it is assumed that Proposer will accept all conditions and requirements identified in Section X, Conditions and the Attachment A, Consulting Services Agreement. Items not excepted will not be open to later negotiation.

Non-Collusion Affidavit

The Consultant declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Consultant has not directly or indirectly induced or solicited any other Consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Consultant or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Consultant or any other Consultant, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Consultant, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Consultant has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

VI. SUBMITTAL REQUIREMENTS

Consultants shall submit Items 1-13 as stated in *Section V. - PROPOSAL REQUIREMENTS*. Consultant is required to indicate the *Designated Contact* in the proposal package. Include the designated contact individual's name, address, phone number(s) and email address.

One original and three copies of the proposals shall be submitted, printed double-sided on recycled-content paper along with an electronic version in Adobe PDF format or similar open source file format. The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Consultant.

Proposals shall be received by the City of San Leandro Purchasing Office no later than **5:00 p.m. on March 9, 2020**. Late proposals will not be considered under any circumstance. Mail or deliver proposals to:

City of San Leandro
Sally Perez, Purchasing Agent
Finance Department
835 E. 14th Street
San Leandro, CA 94577
(510) 577-3472 Voice

Failure to provide all required submittals in completed form and/or a clearly marked original with original signatures may result in a proposal being found non-responsive and given no consideration. Proposals must be neat, complete, and fully address all information specified in **Section V**.

For information concerning RFP questions, procedures and regulations (i.e., submission deadline, forms required, etc.) interested parties must contact the City's Purchasing Agent. All questions shall be submitted via email.

CITY OF SAN LEANDRO
Sally Perez
Purchasing Agent
Email: sperez@sanleandro.org

VII. ESTIMATED SCHEDULE

RFP Issue Date	March 10, 2020
Proposal Submittal Due Date	April 8, 2020
Selection and Notification (Tentative)	April 30, 2020
Award of Contract (Tentative)	June 30, 2020

VIII. EVALUATION OF PROPOSALS

Proposals must fully address the evaluation factors, contain complete technical submittals, references and data to verify qualifications and experience and include a statement that the City contract can be executed, listing any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. As part of the technical proposal, Consultants must evaluate the City's proposal terms and conditions. Any exceptions taken to the proposal specifications and/or the City's Consulting Services Agreement must be listed as a separate item as *Exceptions to Specifications*.

All proposals will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Proposals, which appear to be compliant, will be evaluated on a point system (0-100 points, with 100 being the best possible score) in accordance with the following:

CRITERIA	MAXIMUM POINTS
1. Price	20 points
2. Information Supplied in response to Section V, including Scope of Services and responses to Attachment F	60 points
3. References	20 points

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Additionally, the City may seek clarification or additional information from Consultants. All Consultants shall verify if any addendum for this project has been issued by the City and shall respond to the final written RFP and any exhibits, attachments and amendments. It is the Consultant’s responsibility to ensure that all requirements of contract addendum are included in their submittal. This RFP does not commit the City of San Leandro to sign an agreement, award a contract, or to pay any costs incurred in the preparation of a response to this RFP. All documents, conversations, correspondence, etc. with the City are subject to the laws and regulations that govern the City. All Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public review.

The City reserves the right to reject any or all proposals and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals.

IX. DELIVERABLES REQUIRED OF SELECTED CONSULTANT

The selected Consultant(s) shall enter into a Consulting Services Agreement with the City of San Leandro and submit the following items ***within ten (10) days of notice of award:***

1. City of San Leandro business license; to be maintained throughout length of contract
2. Copy of Certificate(s) of Insurance and endorsements in compliance with the requirements of Section 4. of *Attachment A- Consulting Services Agreement* and naming the City of San Leandro as an additional insured.
3. Completed IRS W-9 tax form
4. Self-verification form which shows compliance with the City of San Leandro Living Wage Ordinance

X. CONDITIONS

Permits and Codes

The selected Consultant shall comply with all laws, codes, rules and regulations of the State, County, and City, applicable to the work to be performed at the City's location(s). The Consultant, who shall pay all lawful charges, shall obtain all permits lawfully required.

City of San Leandro Living Wage Ordinance

The San Leandro Municipal Code Title 1, Chapter 6, San Leandro's Living Wage Ordinance (LWO), provides that Consultants who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City during the City's fiscal year shall comply with all provisions of this ordinance. The LWO requires a City Consultant to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, the selected Consultant must submit a completed self-verification form. Please note that the LWO applies to those contracts where the Consultant has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, change orders to this contract or the entering into of subsequent contracts may make them subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Consultant's employees change (i.e. additional employees are hired) so that Consultant falls within the scope of the Ordinance.

Insurance Requirements

Requirements are incorporated in Section 4 of **Attachment A**, *Consulting Services Agreement (CSA)*.

Attachment A

ATTACHMENT A

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
[NAME OF PROFESSIONAL CONSULTANT]
FOR
LABORATORY INFORMATION MANAGEMENT SYSTEM**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and _____ ("Consultant") (together sometimes referred to as the "Parties") as of _____, 20__ (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 Public Works Requirements. EXEMPT**
- 1.6 City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.

Attachment A

- 1.7 **Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;

Attachment A

- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

Attachment A

- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$ _____. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

Attachment A

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 (ONE MILLION DOLLARS) per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000 (TWO MILLION DOLLARS) and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 (ONE MILLION DOLLARS) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Attachment A

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Errors and Omissions Insurance. EXEMPT

4.4 Cyber Liability Insurance.

Attachment A

4.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence / aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

4.4.2 Claims-Made Limitations. The following provisions shall apply if the cyber liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

Attachment A

4.4.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

4.4.4 **Submittal Requirements.** To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.5 **All Policies Requirements.**

4.5.1 **Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.5.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.5.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.5.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.5.5 **Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.5.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.6 **Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS

Attachment A

Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

4.7 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

Attachment A

- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon _____ days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

Attachment A

such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Attachment A

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

Attachment A

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

Attachment A

10.9 Contract Administration. This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

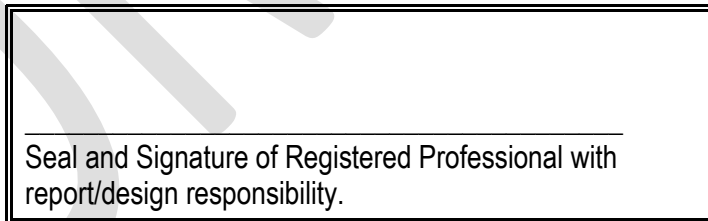
10.10 Notices. Any written notice to Consultant shall be sent to:

[EMAIL ADDRESS MUST BE INCLUDED] _____

Any written notice to City shall be sent to:

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Agent
835 East 14th Street
San Leandro, CA 94577

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



Attachment A

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C [and D] **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

SIGNATURES ON FOLLOWING PAGE

DRAFT

Attachment A

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

[NAME OF CONSULTANT]

Jeff Kay, City Manager

[NAME, TITLE]

Attest:

Consultant's DIR Registration Number
(if applicable)

Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

Liz Warmerdam, Acting Finance Director

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

Form 700 Not Required

Form 700 Required

[Name, Title of Department Head]

Attachment A

EXHIBIT A

SCOPE OF SERVICES

DRAFT

Attachment A

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

DRAFT

Attachment A

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Attachment B

CITY OF SAN LEANDRO LIVING WAGE ORDINANCE

Guidelines for Compliance & Frequently Asked Questions
July 2019

Guidelines for Compliance with the Living Wage Ordinance (LWO)

Service Providers

For Profit Service Providers

Affects for-profit entities that provide services to the City valued at \$25,000 or greater within the City's fiscal year; and which has six (6) or more employees.

Any employee working on City services under contract with the City is covered by the LWO for the time spent performing said services.

Non-Profit Service Providers

Affects non-profit entities that provide services to the City valued at \$100,000 or more within the City's fiscal year; and which has six (6) or more employees

Any employee working more than 25% of their time on the City-contracted services being procured by the City under the contract with the employer is subject to.

Lessees

Affects lessee's of public property, licensees, concessionaires and franchises that generate \$350,000 or more in annual (calendar) gross receipts.

Any employee who spends more than 25% of their working time on the leased property or engaged in work directly related to the license, concession or franchise is subject to.

Financial Aid Recipients

Affects any entity receiving more than \$100,000 in City grants, loans, or other cash/non-cash assistance within the City's fiscal year. Compliance is required for the duration of one year for each \$100,000 of assistance, pro-rated up to a maximum duration of five (5) years after receiving said aide.

Any employees who spend more than 25% of their working time engaged in work directly related to the purposes for which the City's aid was provided are subject to.

CITY OF SAN LEANDRO LIVING WAGE ORDINANCE

Guidelines for Compliance & Frequently Asked Questions July 2019

Subcontractors/Sub-Lessees

Affects both for-profit and non-profit employers that enter into a subcontract with the primary employer/contractor and assumes some of the obligations of the primary employer/contractor.

Subcontractor's and sub-lessee's are also subject to the same living wage provisions and requirements as the primary employer or lessee. Employees who are or would be covered under the state prevailing wage rate requirement would only be covered by the Ordinance if their current prevailing wage rate was lower than the living wage rate.

Compensation

Covered businesses are required to pay no less than \$16.95 per hour or \$15.45 with health benefits valued at least \$1.50 per hour, subject to annual CPI adjustment.

Reporting and Compliance

Covered businesses self-verify compliance and are subject to periodic re-verification and audit of living wage related records.

CITY OF SAN LEANDRO LIVING WAGE ORDINANCE

Guidelines for Compliance & Frequently Asked Questions July 2019

Frequently Asked Questions

1. What is the City of San Leandro's Living Wage Ordinance?

“Living wage” is an hourly wage level that sets wages at a level higher than the Federal or State minimum wage. The City of San Leandro Ordinance specifies that an hourly wage and a health benefit dollar level be applied to certain contracts, agreements and leases between the City and for-profit and non-profit entities. It does not apply to every business in the City.

2. When does the Living Wage take effect and when do businesses have to start complying and provide higher wages to their employees?

September 1, 2007 is the effective date. Applicable businesses must comply with the Ordinance when they enter into a lease, contract or concessionaire or other agreement with the City of San Leandro, or when an existing agreement is amended to benefit the business.

For example, if a lease contract expires in two years, compliance would not be required for the two years the lease remains in effect and unchanged. New contracts entered into or amended thereto affecting financial aid or expending the term after the effective date are subject to the Ordinance. Covered employees would be entitled to the higher wage on the effective date of the new or modified contract or agreement.

All contracts and agreements with the City of San Leandro will include the requirement that the Living Wage Ordinance shall be complied with.

3. What is the required Living Wage rate?

Covered businesses are required to pay no less than \$16.95 per hour, which includes wages and employer health benefits. Health benefits must be valued at \$1.50 per hour in order to be counted towards the requirement. In other words, an employee not receiving any employer health benefits would receive an hourly wage of at least \$16.95, while one receiving health benefits would receive an hourly wage of at least \$15.45.

The living wage rate will be adjusted annually in July to reflect the consumer price index.

CITY OF SAN LEANDRO LIVING WAGE ORDINANCE

Guidelines for Compliance & Frequently Asked Questions July 2019

4. Are there any other required employee benefits specified?

Yes. It specifies that employees must receive at least 22 days off per year (calendar) for sick leave, vacation, holiday, or personal necessity. At least 12 of the required days off shall be compensated at the same rate as regular compensation while 10 of the required 22 days may be uncompensated days off. Part-time employees shall be entitled to accrue compensated days off in increments proportional to that accrued by full-time employees.

Employees shall be eligible to use accrued days off after the first 6 months of satisfactory employment or in accordance with the employer's policy, whichever is sooner.

5. What types of employee's are covered by the Ordinance? And does it cover full-time and part-time employees?

Employees spending at least 25% of their work time on a City of San Leandro contract are covered, as long as they work for a business applicable under the terms of a covered agreement or contract. Both part-time and full-time employees are covered if they meet those criteria. Employees who are or would be covered under the state prevailing wage rate requirement would only be covered by the Ordinance if their current prevailing wage rate was lower than the living wage rate.

Please see "Guidelines for Compliance" for additional detail.

6. What types of businesses are covered by the San Leandro Living Wage Ordinance?

The Living Wage Ordinance applies to entities providing services to the City of San Leandro via contract or agreement, lessees of the City and recipients of City financial aide. Please see "Guidelines for Compliance" for the thresholds and criteria for each type of employer, lessee, financial aid recipient, or subcontractor and lessee.

7. Does the Living Wage Ordinance apply to sub-contractors or sub-lessees?

Subcontractor's and sub-lessee's are also subject to the same living wage provisions and requirements as the primary employer or lessee. Employees who are or would be covered under the state prevailing wage rate requirement would only be covered by the Ordinance if their current prevailing wage rate was lower than the living wage rate. For example, employees of a firm hired to do building improvements for the contractor would be subject to the prevailing wage requirements under state law.

Attachment B

CITY OF SAN LEANDRO LIVING WAGE ORDINANCE

**Guidelines for Compliance & Frequently Asked Questions
July 2019**

8. Does the Living Wage Rate affect tenants of a financial aid recipient?

It depends on the circumstances, for example, if a developer receives a \$500,000 city loan to rehab a commercial building and the tenants pay the market rate, they would not be subject to the LWO. However, the benefitting developer or business (and successors) would be subject to the LWO.

9. What types of employees are exempt?

The Ordinance shall not be applicable to employees under 18 years of age, volunteers, qualified temporary employees working for the City of San Leandro, other government employees, employees that participate in a job training program, qualified disabled employees covered by a sub-minimum wage certificate or equivalent, interns or employees receiving academic credit through a job training program, employees already subject to the State's prevailing wage requirement (if living wage rate is higher than the prevailing wage rate, then the living wage rate would apply) , employees while working stand-by or on-call duty, and any other employee where the application of the Ordinance would be prohibited by State or Federal law.

10. Are any exemptions or waivers allowed for a business?

Following City Manager review and recommendation, the City Council may approve waivers with or without conditions to any of the Living Wage provisions, upon determination that such action is in the best interest of the City.

11. What other types of businesses are not covered by the City of San Leandro Living Wage Ordinance?

Commodity suppliers and suppliers of goods (paper, office supplies, equipment, etc.) and their employees are not covered.

CITY OF SAN LEANDRO LIVING WAGE ORDINANCE

Guidelines for Compliance & Frequently Asked Questions July 2019

12. What steps are in place to prevent discrimination or employer retaliation against the provisions of the Ordinance?

Retaliation and discrimination against any person on account of having inquired into or having claimed a violation of the Ordinance is unlawful. Any employee who alleges violation of any of the Living Wage requirements may report such acts to the City. The City may investigate such complaints and take appropriate action to enforce the Ordinance.

13. How do the worker retention provisions of the Ordinance work?

Briefly, any business that replaces another business in a lease, contract, subcontract, etc. is required to offer employment to the employees of the prior tenant or contractor for a period of 90 days. If the new business already has its own employees, then employment must be offered on the basis of seniority to its own and the prior employees. Managerial, supervisory, professional, paraprofessional, and confidential and office employees are exempted from this provision.

14. How is the Living Wage Ordinance enforced? Are there penalties against businesses found not to be complying?

Employers self-verify compliance. The City may also periodically require employer re-verification and review the businesses living wage related records. Each business is required to allow access to its workforce and living wage related records by authorized City of San Leandro representatives to ensure compliance.

Violations of the Living Wage Ordinance are subject to fines of up to \$5,000, and/or the City may terminate the violator's agreement. Any person may bring action against a business in the Superior Court of California to enforce the measure.

15. Who can answer more questions about the Ordinance; and where can I get a copy of it?

The Finance Department of the City currently administers the Living Wage Ordinance. Please contact the department at 510-577-3376 if you have any questions. You may obtain a copy of the Ordinance from the Finance Department; or it is available on the City's website at:

<http://www.sanleandro.org/depts/finance/livwage/default.asp>

Attachment C

CITY OF SAN LEANDRO

Living Wage Ordinance Self Verification Form for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR SERVICES WITH THE CITY OF SAN LEANDRO.

The San Leandro Municipal Code Title 1, Chapter 6, San Leandro's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City during the City's fiscal year shall comply with all provisions of this ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, change orders to this contract or the entering into of subsequent contracts may make them subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

SECTION I

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the period of July 1 -June 30 of the current city fiscal year, have you entered into contracts, including the present contract, bid, or proposal, with the City of San Leandro for a cumulative amount of \$25,000.00 or more?

YES ____ NO ____

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees?

YES ____ NO ____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the period of July 1 -June 30 of the current city fiscal year, have you entered into contracts, including the present contract, bid, or proposal, with the City of San Leandro for a cumulative amount of \$100,000.00 or more?

YES ____ NO ____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees?

YES ____ NO ____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II on the following page.

SECTION II

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of San Leandro's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the San Leandro Municipal Code, Title 1, Chapter 6.

If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this verification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and pursue any other legal remedies available to the city, including debarment. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name:

_____ Title: _____

Signature: _____ Date: _____

Business Entity:

Contract Description/Specification No:

SECTION III

..

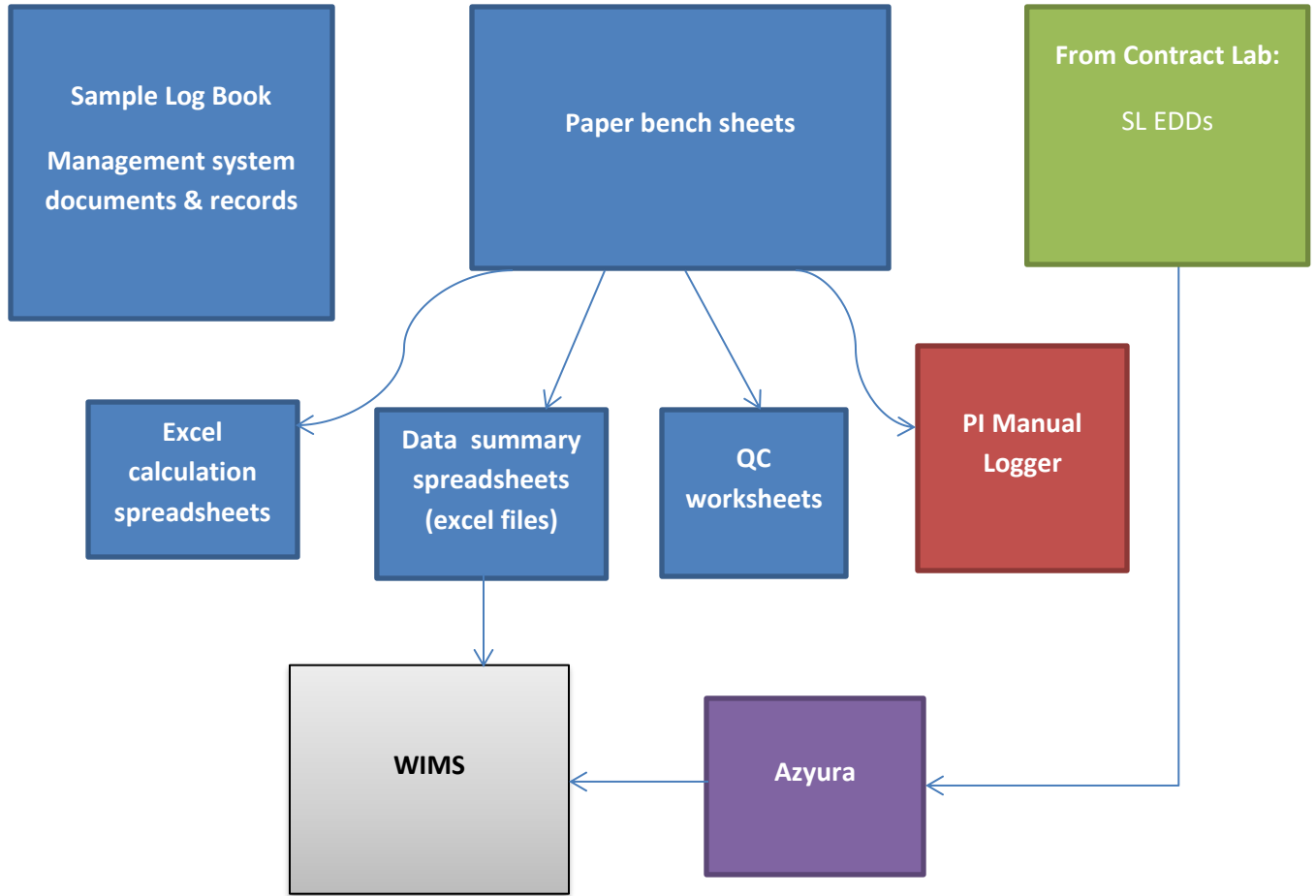
* * FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY * * *

I have reviewed this Living Wage Ordinance Self Verification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to San Leandro's Living Wage Ordinance.

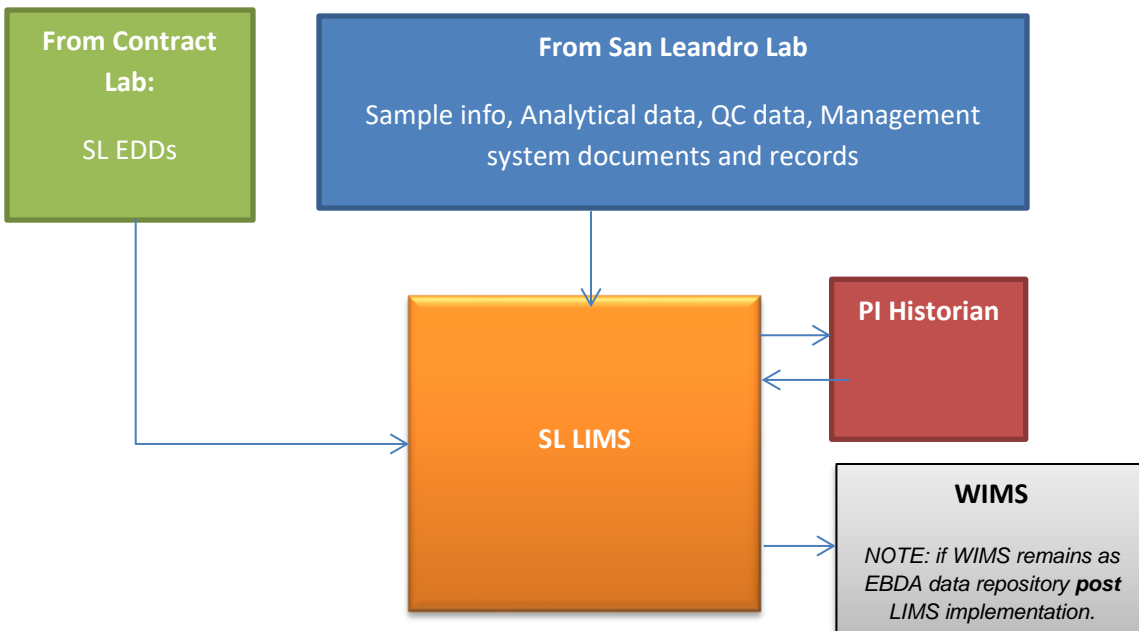
Department Name _____ Department Representative _____

ATTACHMENT D- San Leandro Data Management Process

Current scenario

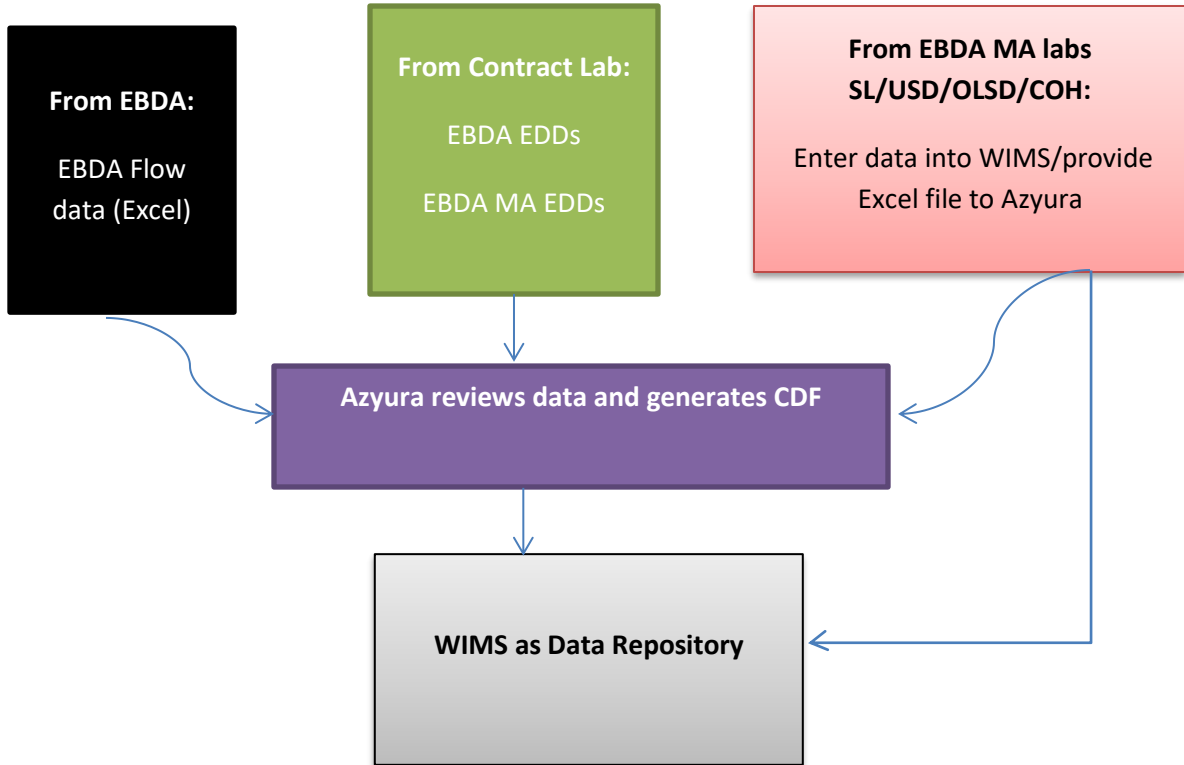


Proposed scenario

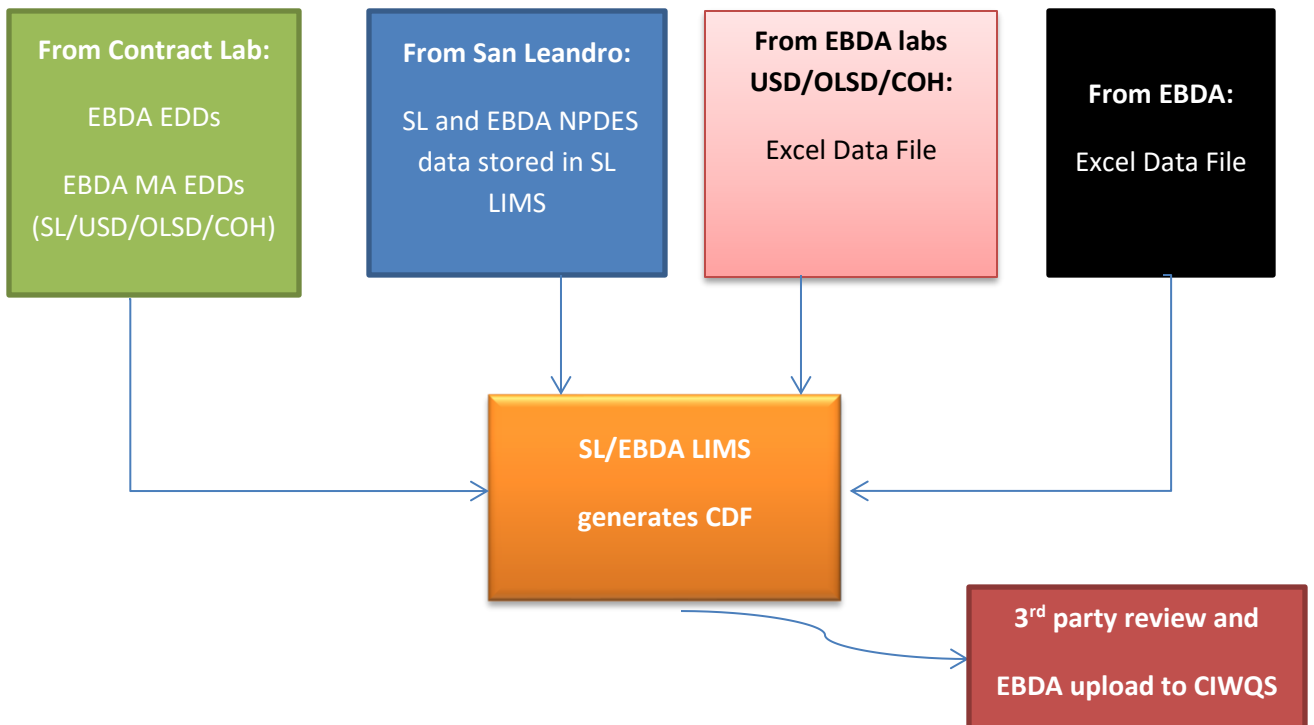


ATTACHMENT E- EBDA Monthly Data Management Process

Current scenario



Proposed scenario



Attachment F- Functionality Matrix

Proposer Instructions

The proposer must use the response index given below for each requirement listed to indicate how each requirement will be met, with an optional explanation in the comments column to provide more detail.

Response Index

1. Requirement met by an out-of-the-box proposed software package. Configuration, data, or setting changes may be necessary, but the base software remains unchanged. The cost for configuration for the specific functional requirement is included in the solution proposed by the Vendor.
 2. Requirement will be met by a Third Party Software product that is not licensed by the Vendor. Identify the Third Party Software product with a description in the Comments column. This is to indicate additional software licenses that the District would be required to obtain in addition to the licenses provided by the Vendor.
 3. Requirement will be met by custom programming that modifies the source code of the base software. Describe the level of effort required to provide this functionality in the comments column.
 4. Requirement cannot be met by Vendor.
 5. Separate narrative attached.
1. Sample Planning and Scheduling

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
1.1	LIMS shall include a calendar-based scheduler to automatically pre-schedule routine samples.		
1.2	LIMS shall be able to store sample collection locations and the frequency that various routine sample types are to be collected from each location.		
1.3	LIMS shall include the capability to use bar code readers and label printers to generate barcodes and user-defined labels. Proposers should include a list of compatible bar code readers and label printers. The Label generator shall have the following capabilities: 1.3.1 Print labels for scheduled samples prior to collection. 1.3.2 Print labels for ad-hoc samples prior to collection. 1.3.3 Print small labels that can be transferred to paper worksheets. 1.3.4 Barcode reader can read container vendor codes to identify container ID and type. 1.3.5 Label format shall have multiple fields to allow the user to configure any number of parameters associated with the sample, including printing barcodes on labels.		

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
1.4	LIMS shall generate a chain-of-custody (COC) report for samples received. 1.4.1 COC templates shall be configurable such that a group of samples collected for a project or customer can be placed on one sheet. 1.4.2 LIMS can generate COC forms for scheduled samples that are not yet logged in. 1.4.3 COC forms shall be configurable to contain all user defined sample parameters.		
1.5	LIMS shall allow the option to automatically login selected routine pre-scheduled samples without first being manually received in the laboratory.		
1.6	Scheduled samples not collected or received shall trigger an alert status or email.		
1.7	LIMS shall allow scheduled samples to be cancelled or rescheduled.		
1.8	LIMS shall allow making changes to analyses assigned to scheduled samples.		
1.9	Sample scheduling shall include the following frequencies: daily, specific day(s) of week, monthly, bi-monthly, quarterly, semi-annually, annually and specific date.		

2. Sample Log-in and Tracking

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
2.1	LIMS shall be able to auto-log, pre-log and ad hoc log in samples.		
2.2	LIMS shall assign a unique Field ID code to each scheduled or received sample, and be able to either generate this code or accept an externally-generated Field ID code.		
2.3	LIMS shall assign all logged-in samples (samples received in the laboratory) a unique Sample Identification Number, even if the sample has multiple analyses associated with it.		
2.4	LIMS shall be able to uniquely identify sample containers that hold samples to be tested, including identifying all samples, subsamples, preservations, sample containers, tests, and subsequent extracts and/or digestates.		
2.5	LIMS shall allow for the simultaneous log-in of different samples at more than one workstation.		
2.6	LIMS shall allow for manual and automatic assignment of sample priorities to samples.		
2.7	LIMS shall have user-configurable log-in templates for routine, scheduled and common sample types.		

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
2.8	LIMS shall be able to readily retrieve the sample status and location from cradle to grave; starting from sample request, collection, log-in, analysis, quality assurance, review, approval, disposal and or storage		
2.9	<p>LIMS shall allow user configurable sample log-in templates to include but not limited to the following information:</p> <ul style="list-style-type: none"> 2.9.1 Location of the sample 2.9.2 Date and time of sample collection 2.9.3 Sample Collector 2.9.4 Field ID 2.9.5 Sample ID 2.9.6 Unusual sample conditions 2.9.7 Field test results (temperature, pH, etc.) 2.9.8 Lab name (lab actually performing test) 2.9.9 External Lab ID (Contract Lab ID) 2.9.10 Projects ID 2.9.11 Charge Code 2.9.12 Tests Assigned 2.9.13 Preservation 2.9.14 Holding Time 2.9.15 Priority 2.9.16 Date and Time of Sample Receipt 		
2.10	LIMS shall provide sample log-in and sample tracking capabilities to distinguish in-house analyses from contract lab analyses.		
2.11	LIMS shall auto-notify users via email based on configurable criteria including sample receipt notices, limits exceedance notification, QA/QC outlier notification, and holding time notification.		
2.12	LIMS shall allow users to query samples by sample ID, field ID, analysis, days old, status, contract lab, project ID, charge code, date received, date completed, collection information, specification status, analyst, batch and result.		
2.13	LIMS shall be set up to track samples sent to a contract laboratory and to identify which analyses were performed by which laboratory. In cases where the same sample is analyzed by the same method in different laboratories, LIMS shall be able to store all results.		
2.14	LIMS shall be able to store comments associated with a specific sample.		
2.15	LIMS shall allow for keeping all records required under the 2016 TNI Standard for Environmental Laboratories V1M2 Section 5.8 "Handling Samples and Test Items".		

3. Worklists and Batching

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
3.1	LIMS shall automatically generate a user-defined worklist grouped by instrument, analysis, project, matrix, analyst, workgroup, or date		
3.2	LIMS shall allow each test or analysis type to be uniquely identified with a user defined analysis code. The analysis code shall allow multiple reportable parameters to be associated with it.		
3.3	LIMS shall have the ability to create user-defined sample preparation (prep) sheets and bench sheets for different analyses.		
3.4	LIMS shall allow authorized users to add/remove fields from the bench-sheet templates after the initial LIMS setup.		
3.5	LIMS shall allow users to add or remove samples from bench sheets or batches.		
3.6	LIMS shall allow configuration of QC samples (such as blanks, spikes, duplicates etc.) for an analysis.		
3.7	LIMS shall allow setting-up of QC batches and templates for samples to be automatically populated into a sequence for the batch or individually assigned to a user-defined sequence		
3.8	LIMS shall assign unique sample batch identification numbers to sample groups for sample preparation and analysis worksheets.		
3.9	LIMS shall allow users to flag and/or change work priority of samples on worklists.		
3.10	LIMS shall allow storing of comments associated with an analysis and/or results.		
3.11	LIMS shall allow users to re-order/rearrange/update worklist information to provide flexibility for planning workloads.		
3.12	LIMS shall recover and correctly schedule recurring samples after any system downtime.		

4. Analysis

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
4.1	Pre-printed bench sheets shall be designed and set up to accept handwritten test results for manual entry into LIMS.		
4.2	Electronic bench sheets shall be designed and set up in LIMS to record data using a keyboard or tablet.		
4.3	LIMS shall allow addition of new analyses by authorized lab Staff.		
4.4	LIMS shall have instrument interfacing capability (describe the underlying technology and requirements needed for interfacing with instruments) and cost. The City may elect to interface LIMS with instruments listed below:		
4.4.1	Analytical balance: Mettler XP205		
4.4.2	UV-Vis: Hach DR 3900		
4.4.3	Hach HQ440D multi-meter		
4.5	LIMS shall allow re-analysis of a sample using the same sample identification number without requiring to be relogged; at the same time retaining the results from the first analysis.		
4.6	LIMS shall maintain history of analysis for a specific sample, including but not limited to repeating of sample prep and analysis.		

5. Data Entry

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
5.1	LIMS shall be capable of accepting manual and electronic upload of data from instruments		
5.2	LIMS shall allow results to be entered by sample ID, batch, date, analyst, project, work request number, etc.		
5.3	LIMS shall be setup to electronically accept sample results/reports from contract labs or other data sources in up to 5 different Electronic Data Deliverable (EDD) formats, including reporting limits, minimum levels, method detection limits, qualifiers, and comments.		
5.4	LIMS shall allow the attachment to a batch of text results/reports as pdf documents or images in LIMS, including scanned documents and microphotographs. Documents should be rapidly retrievable by batch #, analysis, or sample number.		

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
5.5	LIMS shall be able to recognize and perform calculations using standard numeric results as well as text values such as NA, ND, DNQ, <1 based on predefined business rules.		

6. Data Review and Approval

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
6.1	LIMS shall be set up to automatically notify specific personnel of pending approvals and completed test results.		
6.2	LIMS shall be set-up to have all batch QA/QC quickly viewed when reviewing or approving data.		
6.3	LIMS shall flag data exceeding user defined limits such as holding times, permit limits, batch QA/QC, sample QA/QC, etc. when reviewing and approving data.		
6.4	LIMS shall change the appearance (color, font) of data exceeding user defined limits such as holding times, permit limits, and sample batch QA/QC.		
6.5	LIMS shall automatically add a user-defined qualifier to data when user-defined limits such as holding time or sample batch QA/QC are exceeded.		
6.6	LIMS shall be able to trend data for a set number of past sample results (i.e. 10, 20) per location, sample type or analysis that are available to review when reviewing or approving data.		
6.7	LIMS shall be set up to have data viewable in a table format or a chart format as needed by the user.		
6.8	LIMS shall allow approval by selecting sample, batch, instrument, project, method, date analyst, due date, etc.		
6.9	LIMS shall have approvals privileges assigned to specific individuals based on their roles or responsibilities in the organization.		

6.10	Data approval shall be configurable by the user to require a second person to approve the data other than the person who entered the data.		
6.11	LIMS shall provide for tracking of approval status.		
6.12	LIMS normally shall only report approved data. Reporting of unapproved process control data may be configured by authorized users.		
6.13	LIMS shall only allow modification of approved data by authorized users and shall provide notification to specified users whenever approved data is changed.		

7. Quality Assurance / Quality Control (QA/QC)

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
7.1	Application shall provide functionality compliant with the requirements of the 2016 TNI Standard for Environmental Laboratories V1M2 Section 5.9 "Quality Assurance for Environmental Testing."		
7.2	LIMS shall be set-up to round data to user specified number of significant figures using EPA rounding rules.		
7.3	LIMS shall allow all QC samples including replicates and spikes with a specific batch to be automatically scheduled.		
7.4	LIMS shall be set up for producing fully automated, on-demand control charts for each method, including charting blanks, spike recovery, spike-duplicate recovery, relative percent difference between duplicates, control standard recovery, and certified reference samples.		
7.5	LIMS shall keep an audit trail of any changes made to the data as well as changes made to the approval status of tests.		
7.6	LIMS shall allow user to define quality control specifications for each method and/or sample.		
7.7	LIMS shall be able to relate all batch QA/QC information to sample test results, instrument, project, analyst, and date.		

8. Data Transfer

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
8.1	LIMS shall be set up to automatically send and receive specified data to the OSISoft PI System, the plant's historian software		
8.2	LIMS shall be able to import data in CSV or Excel format from EBDA and other EBDA labs.		
8.3	LIMS can import 5 years of historical data from Hach WIMS database.		

9. Reporting

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
9.1	LIMS shall include a report design module to develop reports that can be configured by the user. 9.1.1 Any data input into LIMS can be selected for reporting. 9.1.2 Samples can be queried using any sample parameters or multiple combinations of parameters.		
9.2	LIMS shall be set-up for the following reports and these reports shall be editable by the user:		
9.2.1	Chain of Custody Report for samples schedule or received		
9.2.2	Chain of Custody for transfer of samples to contract labs		
9.2.3	Lab Report by Chain of Custody		
9.2.3	Lab Report by Project		
9.2.5	Lab Report by Method/Parameter		
9.2.6	Lab Report for Pretreatment Annual & Semi-annual data for metals and organics with Influent, Effluent and Biosolids samples.		
9.2.7	Lab Analysis Count by Lab Group, project, charge code, method, analyst, instrument and /or customer		
9.2.8	Pending List or Backlog of work by method including the number of days the work has been in the lab or contract lab		
9.2.9	Trend Reports and Charts for different parameters and/or projects		
9.2.10	Report of Samples to be analyzed and the number of days before the holding time expires.		
9.2.11	Exception Reports for data falling outside of accepted limits.		

9.3	Results fields in LIMS shall have user-set upper and lower Limits. Results falling outside the limits shall trigger a color change of results on screen with automatic email notification about the incident to a user-defined address.		
9.4	LIMS shall include logical reporting (i.e. 'DNQ', '<', '>', Present, Absent, NA, and DMR reporting terminology such as NODI(Q), NODI(B) etc.		
9.5	LIMS shall allow flexibility to redesign existing reports after LIMS implementation.		
9.6	LIMS shall have the ability to export all data including QC data to Excel without needing an intermediate data transfer file.		
9.7	LIMS shall allow reports to be generated in a PDF format and sent to designated user(s) via email.		
9.8	LIMS shall provide for the calculation and reporting of user-defined parameters, such as Total Inorganic Nitrogen, that are calculated from other parameters.		
9.9	LIMS shall be able to present data in various views, and users shall have the ability to save a particular data view for later use.		
9.10	Application shall provide functionality compliant with the requirements of the 2016 TNI Standard for Environmental Laboratories V1M2 Section 5.10 "Reporting the Results".		
9.11	LIMS shall have the capability to report data electronically to the State of California CIWQS system in the CDF format.		
9.12	LIMS shall be able to report on data from EBDA and EBDA labs individually and on the database as a whole.		

10. Laboratory Support

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
10.1	LIMS shall be able to document and maintain instrument maintenance, performance and calibration records.		

10.2	LIMS shall provide provision for recording scheduled QC checks such as daily oven and refrigerator temperatures, balance checks, autoclave checks, and pipette calibrations.		
10.3	LIMS shall provide provision for scheduling of routine quality assurance activities, (e.g. calibration of weights).		
10.4	LIMS shall maintain training records for laboratory analysts and shall only allow data entry for a specific analytical method by trained analysts		
10.5	LIMS shall maintain records of Initial and On-going Demonstrations of Capability (IDOC's and DOC's) by laboratory analysts.		
10.6	LIMS shall be capable of recording traceability information and certificates of analysis for reagents and standards used in laboratory analyses.		
10.7	LIMS shall be able to present important laboratory information in a dashboard format that can be configured by an individual lab user.		

11. Data Migration and Interoperability

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
11.1	Allows for the migration (extraction, transformation, and loading) of 5 years of historical data from WIMS. Please describe data migration and conversion process in the proposal response narrative.		
11.2	Allows for the import and export of data in consistent table format to facilitate sorting and grouping, from and to Excel delimited data, and common databases.		
11.3	Allows the export of data based on the currently selected record, or all records that are the result of a search.		
11.4	Is compatible with MS Office 2016 and later.		

11.5	Must be able to send email using Microsoft Office Exchange Accounts		
11.6	Allows the user to select any installed printer to print documents and reports, including the ability to output to PDF.		

12. Technical Requirements:

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
12.1	Supports at least 4 concurrent users. Session should be able to be configure to time out after a period of inactivity.		
12.2	Supports remote access for viewing and creating reports		
12.3	Includes comprehensive administrator, user, and technical documentation describing all functions and operations of the system. Technical documentation should describe all configuration options, including their default values, and should include the following or equivalent: <input type="checkbox"/> System operations documentation <input type="checkbox"/> System technical documentation <input type="checkbox"/> System end user's documentation <input type="checkbox"/> Help Desk documentation <input type="checkbox"/> System/Architecture diagrams <input type="checkbox"/> Data Dictionary <input type="checkbox"/> As-built documentation of all configuration, including modifications or customizations <input type="checkbox"/> System back-up and recovery documentation <input type="checkbox"/> Hardware documentation <input type="checkbox"/> System maintenance documentation		
12.4	Provides context sensitive help available at the field, screen and module level.		
12.5	Visually distinguishes between required and optional fields.		
12.6	Allows the City to define required and optional fields for each screen or function.		
12.7	Provides the functionality to create user-defined forms and fields.		
12.8	Allows binary (audio, video or image) data attachments.		
12.9	Provides the ability to perform data sharing with Microsoft Office (MS) tools, including the ability to extract data to MS Excel or from other MS Office applications.		

13. User and Security Requirements:

<u>ID #</u>	<u>Description</u>	<u>Vendor Response (see Index)</u>	<u>Comment</u>
13.1	Provides a means to set up user accounts, assign user passwords, and assign users to access-defined groups.		
13.2	Has user security that can be set up by functional groups such as job, department, division, etc.		
13.3	Individual users may be members of more than one group.		
13.4	Security permissions are set up for create, read, update and delete access by function.		
13.5	Provides an audit log of all transactions. Audit log should show the data before the change, after the change, the user that made the change, date and time of change, and the reason for the change (if a reason is required).		
13.6	Provides ability to assign access by role, by functionality, and screen/view level.		