

JORDAN VALLEY WATER CONSERVANCY DISTRICT

REQUEST FOR PROPOSALS TO PROVIDE ASSET AND MAINTENANCE MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES

Project #4407

April 2026

Summary

Jordan Valley Water Conservancy District (JVWCD/District) invites you to submit a Written Qualification Proposal as defined in this request. Proposals shall be submitted in via hardcopies in a sealed envelope and digital copies shall be submitted via email or flash drive to JVWCD's project manager, John Kahle, johnk@jvwcd.gov, at 8215 South 1300 West, West Jordan, Utah 84088, no later than **3:00 p.m. on June 25, 2026**, for consideration.

After the Written Qualifications Proposals are evaluated, three firms will be selected to provide an in-person presentation of their proposed software and a cost proposal to provide the software and implementation services.

Introduction

JVWCD was created under the Water Conservancy Act as a political subdivision of the State of Utah. JVWCD was organized as a regional water supply agency to develop a water supply for rapidly growing areas outside of the Salt Lake City service area. JVWCD serves as a wholesale supplier to 17 member agencies and operates a retail distribution system in several parts of Salt Lake County. JVWCD delivers approximately 120,000 acre-feet per year of municipal and industrial water to its wholesale and retail customers.

JVWCD currently has over 351 miles of pipe in the ground ranging from 4"-90." JVWCD has 3 Water Treatment plants with a total rated capacity of 207 MGD. Finished water is stored in 33 reservoirs across Salt Lake County ranging from 1 MG to 33 MG. JVWCD also operates and maintains 13 booster pump stations, 45 groundwater wells, 1,172 vaults, 1,493 hydrants, 149 facility sites, & 5 equipment storage facilities.

Project Background and Objectives

JVWCD is committed to proactively sustaining its infrastructure through continuous improvement of business processes and technology, ensuring reliable water services for generations to come. JVWCD has developed the Strategic Asset Management Plan (SAMP) which serves as the guiding framework for the District's asset management program, emphasizing the use of modern tools and practices to maximize asset performance, reliability, and cost-effectiveness. As part of this commitment, the SAMP

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identified the need to evaluate and modernize JWVCD's information systems, with a particular focus on the Computerized Maintenance Management Software (CMMS), to make certain we fully support the activities and reporting needs required for effective asset management.

In the current state, the CMMS and GIS are already tightly integrated by design, which aligns with common industry practice and supports routine data exchange between the two platforms. Asset inventory and key attributes can flow readily between the two systems, supporting operations and field workflows. In addition, some SCADA-to-CMMS data transfer is in place for select vertical assets (for example, runtime hours), which can serve as a foundation for automated work order creation based on runtime thresholds where configured. The CMMS also captures work order staff time; however, it is not currently connected to fully loaded labor cost information, limiting JWVCD's ability to consistently translate effort into cost at the work order and asset level.

JWVCD is seeking proposals from qualified vendors to provide, implement, and support a comprehensive CMMS solution. The selected vendor will be responsible for software licensing/subscription, implementation, configuration, integration, training, data migration, and support.

The objectives of this project include:

- Creation of a centralized asset registry and lifecycle tracking
- Improved preventative and predictive maintenance
- Streamlined work order management
- Mobile access for field technicians
- Integration with ESRI ArcGIS
- Integration with GE Vernova's Proficy iFIX (SCADA)
- Inventory control and management
- Real-time dashboard and KPI reporting
- Regulatory compliance tracking
- Improved asset uptime and reduced maintenance costs

A complete list of the District's objectives with priority is included in Appendix A.

Scope of Work / Specific Project information

The selected Proposer will provide support and consultation during all project phases that include discovery, analysis, system configuration, data conversion and migration, system testing, user training, and support.

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1. Project Initiation and Discovery

The selected Proposer will provide project management activities including coordination, scheduling, reporting, and risk management. The selected Proposer will conduct a kick-off meeting to present a preliminary implementation plan and sequence of events, project schedule, and team introduction. The selected Proposer will present a high-level overview of each functional area covered by the software. The current system environment will be presented by the District and the project objectives will be reviewed and agreed upon.

2. Analysis

The selected Proposer will identify and schedule workshops as part of the Analysis phase.

- Provide product overview and training
- Review the integration requirements of the CMMS with other District systems (Tyler Enterprise ERP, ESRI ArcGIS, GE Vernova's Proficy iFIX)
- Review the operating requirements, processing speeds, capacity, and hardware configuration
- Review the business processes to be supported by the standard software configuration
- Identify and suggest preferred business practices consistent with other implementations of the product and industry best practices

3. Software Installation and Configuration

The selected Proposer will install and configure the software and test the system based on the outcome of Analysis activities to support the District's business requirements. The selected Proposer will train the District to the extent that by the end of the implementation phase, the District will be self-sufficient in system configuration skills and knowledge. The District desires a CMMS that is enhanced through tailoring and configuration rather than code modification. Any custom code required to fulfill the District's functionality must be incorporated in the system's base code to ensure future upgradeability. The new CMMS solution should allow for real time or near real time data discovery to be provided to the District within 24 hours of request.

4. Data Conversion

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The District desires the selected Proposer to perform data conversion activities including data mapping, development of conversion specifications, conversion programming, conversion testing, data clean-up, intermediate conversions, as needed, and production conversion of the District's history. The District has a mixture of various asset data in a variety of forms and quality. For example, the District's linear assets are largely within the District's GIS system. However, the District has limited data for many of its vertical asset data and needs to be scrubbed and updated by the District. The District's warehouse inventory is currently a list of items they use and have on hand stored which is managed through an Excel workbook. The District's fleet assets are managed through the CMMS, which will continue with the new CMMS solution to track its fleet maintenance. The District's billing and procurement software is managed through Tyler Enterprise ERP which will need to be able to integrate into the new CMMS solution. The new CMMS solution will need to have the ability to both configure and kick out work orders for planned maintenance activities for assets based on recurring time intervals and runtime data.

The selected Proposer will lead conversion workshops to review the data conversion approach, identify all related data for conversion mapping, and conduct data cleansing activities. Based on conversion mapping agreed upon during the Analysis phase, the selected Proposer will construct vendor-side conversion configuration and/or programs to import data into the new CMMS solution. For consistency in proposal comparisons, each Proposer shall estimate a total of 400 hours to convert the District's asset data in their Cost Proposal. Once the firms have been evaluated, the District will conduct additional due diligence with the selected Proposer(s) to obtain a final scope and price on the agreed-upon data conversion efforts.

5. CMMS Interface

The new CMMS solution will need to interact with other District systems to send and receive data. Based on the interfaces and integration strategy identified and agreed upon during the Analysis phase, the selected Proposer will program and/or configure the system to integrate the new CMMS solution with other District applications. Each Proposer is expected to describe their proposed approach such as the use of application programming interfaces (APIs), web services, or other methods to best meet the integration requirements for each interface. The selected Proposer will also lead integration strategy workshops to review and finalize all related interfaces and integration requirements. All interfaces must be priced separately.

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6. End User Training

The District's expected number of end users of the new solution per each participating department is summarized below.

Each Department will require different CMMS capabilities, information access privileges, and specific training. The number of expected concurrent users is fewer than the total number of named users (e.g., multiple personnel in a field crew would have one access). For the purposes of the RFP, each Proposer should assume 170 named users (including mobile users).

The selected Proposer will be responsible for educating and training the District's Core Asset Management Team and IT personnel in all aspects of the product and assist with set-up and configuration of the product to meet the District's specific requirements. The selected Proposer is expected to provide effective in-person training tailored for each group of end users, assume a minimum of eight (8) separate training sessions with approximately twenty (20) District personnel as a Train-the-Trainers model, as well as general training sessions, both online and video tutorials training materials for all end users. On-going training schedules, locations, and costs should also be provided if additional training is proposed. At a minimum, the selected Proposer will provide product training on an instance of the application that meets the entry criteria for Acceptance Testing.

- The selected Proposer will provide training materials to the District that are customized to reflect the District's business processes, including any product modifications and reports agreed to during the Analysis phase.
- The selected Proposer will assist the District by providing Job Aides (such as work order creation and closing, adding and tracking inventory items, scheduling, planned maintenance, etc.).
- The selected Proposer will provide a list of proposed training courses. The training must be comprehensive enough to ensure that the District's staff can effectively use and maintain the system.
- The selected Proposer will provide the following details for each available course.
 - Target audience

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- Number of sessions
- Number of participants per session
- Course contents
- Duration

Additional system administration and technical training is required for at least five (5) District employees. This training should result in system administrators that are knowledgeable of the application's maintenance requirements and support requirements, data management, and administration processes, security, and the environment in which it is going to be used. The system administrators will be the first line of District support to the daily system users, with the capability to conduct ongoing application user training as needed. The pricing of these items should be detailed in the pricing breakdown.

7. System Acceptance Testing

The selected Proposer shall provide the District with an Acceptance Test Plan that demonstrates that the resulting integrated system (including installed software, system configuration, integration components, and the District's migrated data) fulfills the District's stated requirements. The Acceptance Test Plan must identify how the specified tests will simulate the District's transactions (i.e., both batch and real time) and will validate the integrity of the application interfaces and the District's migrated database. The Acceptance Test Plan will be provided to the District for its review and approval. The selected Proposer will assist the District in construction of Test Scripts to confirm the CMMS solution. The Test Scripts shall exercise the system according to the test criteria and document the results of all testing. Final hardware platform requirements for live operations must be installed prior to acceptance testing with current data for testing as required. The Proposer, along with the District core team members, will be involved in performing the actual system testing according to the Acceptance Test Plan. The results of all testing will be documented to include the following:

- Reference to the appropriate section of the test procedures
- Test results for each test segment including a passed/failed indication and any modifications made to the procedures during the test
- Sign-off by the Proposer's test engineer and the District representative(s) witnessing the test
- Date of the test
- Provision for comments by the District's representative(s)
- Copies of any variance reports generated

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- System logs or printouts saved as part of the test

Tests conducted by the selected Proposer may not prevent the operation of existing systems or cause system interruptions unless previously approved by the District. The selected Proposer will have passed the Acceptance Test when all acceptance criteria defined in the Acceptance Test Plan have been satisfied and signed off by the District.

8. On-Going Support and Maintenance

The selected Proposer will lead the Go-Live of the CMMS with assistance and review by the District. The selected Proposer's Go-Live plan will include technical and business-related tasks that need to be accomplished by the Proposer and the District. The selected Proposer will prepare the new solution for live operation, including migration of system to the production environment.

The selected Proposer shall support the District's implementation team for 90 days after the initial launch. The Proposer shall develop a Closure & Lessons Learned Report at the end of this period. The District will sign off on its final acceptance of the new solution.

At a minimum, each proposal response must include information and pricing associated with all aspects of ongoing support and maintenance activities. This proposed support must include standard software maintenance, product help desk (at least weekdays 8:00 AM – 5:00 PM MST), product fixes, product enhancements, and regular product releases based on a defined on-going maintenance fee. If there are alternatives to this level of support, please provide this detail and the corresponding pricing. Each Proposer should discuss its upgrade policies and upgrade history of the proposed solution. Each Proposer should also describe the process for the District to request future product enhancements. Each Proposer must disclose the on-going costs for product maintenance and upgrades for a five-year period in the pricing response.

Sample Preliminary Schedule

Request for Proposals Released	May 21, 2026
Written Qualifications Proposals Due	June 25, 2026

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Review Proposals and Select 3 Firms	21 calendar days
Presentation and Receive Cost Proposals	40 calendar days
Award of Consulting Contract on or after:	September 9, 2026
Contract Preparation:	28 calendar days
Implementation Phase	365 calendar days

Statement of Qualification Evaluation

Written Proposals shall not exceed ten (10) pages in length (excluding resumes, sample drawings, and references), up to two (2) of ten pages can be printed on 11x17 paper, the remaining pages shall be printed on 8.5x11 paper. Provide six (6) hard-copies and one digital copy of the proposal for review by the evaluation committee.

The RFP should include the following information:

- **Qualifications:** Identify the key members of the team listed by name including role and availability to the project in the format of a Project Team Chart. Indicate the education, experience, expertise, and location of each team member (it is acceptable to provide this in resume format in the appendix). Sample reports from applicable previous projects may be included in the appendix. Include evidence demonstrating compliance with the Minimum Qualifications section of this Request for SOQ.
- **Work Plan:** Include a detailed work plan which addresses the scope of the work and identifies key issues. A final agreed-upon work plan will be incorporated into Schedule A of the Agreement. Include a project schedule of the key tasks and note the availability of project team members with respect to the current workload and project start and completion dates.

Include, with the work plan, a table showing the number of hours planned for the key positions for each major work task. This information will be used to evaluate the work plan and the level of effort in each phase by the team and the key team members. **Do not include any billing rate or cost information in this work plan table.**

- **Past Performance:** Provide information about past completed projects that satisfy the Minimum Qualifications requirements. Information about

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additional completed projects which the Proposer feels would be relevant may also be submitted. The past project performance information shall include:

1. Brief description of the project and scope of services performed,
2. Name of owner,
3. Owner contact information (direct phone number preferred),
4. Role which proposed Project Team member(s) fulfilled on past project,
5. Original engineering fee amount,
6. Final engineering fee amount,
7. Completion date established in the original contract and actual final completion date.

Incomplete projects (ongoing work) may be used but may result in a lower grade for this section in the evaluation phase.

Selection Method

The selection of a consultant will be done in accordance with the State of Utah's Procurement Code for Design Professional Services (Utah Code Title 63G, Chapter 6a, Part 15).

Minimum Qualifications

Proposers are required to meet the following minimum experience requirements to be considered responsive to the Request for Proposal:

The Project Manager shall have successfully functioned as a Project Manager at least:

- Two (2) similar projects involving the implementation, configuration, and integration of a CMMS solution following the organization's asset management strategy. At least one of the projects provided shall be a CMMS solution for a water or wastewater utility. It is of interest to JVVCD to see how projects integrate data from multiple sources, programs, etc.

Project Team must demonstrate the following:

- Two (2) similar projects involving the implementation, configuration, and integration of a CMMS solution following the organization's asset management strategy. At least one of the projects provided shall be a CMMS solution for a water or wastewater utility. Projects should

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demonstrate how data from multiple sources, programs, etc. is brought together.

- The project team has the necessary experience to be responsive to the needs of the project and include all the disciplines required by the request for proposal.

Any proposals not meeting the minimum criteria may be deemed non-responsive and removed from further consideration.

Evaluation Criteria

An evaluation committee appointed by JWCD's Chief Procurement Officer including representatives from JWCD will convene to consider all responsive SOQs submitted and to rank the Proposals based on each evaluation criterion stated in this section.

Evaluation criteria are assigned a maximum number of points for evaluation purposes with a cumulative total of 100 points. Each Proposal will be evaluated based on the following evaluation criteria:

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<u>Evaluation Criteria</u>	<u>Grade</u>	<u>Weight</u>	<u>Maximum Points</u>
1. Demonstrated Qualifications to meet the scope of work:			
a. Firm Resources that satisfy the defined minimum qualifications. Demonstrated availability of firm resources to the project team.	0-5	3	15
b. Project Manager and key team members with the education, expertise, and experience necessary as required for the project.	0-5	3	15
c. Availability of Project Manager and key team members to the project. Current workload with the District may be considered.	0-5	1	5
2. Responsiveness of Work Plan:			
a. Clearly written work plan responding to the requirements of this request which indicates an understanding of the key issues and deliverables required for this project. Higher scores may be given to proposals which show familiarity with District facilities related to this project, or which note suggested revisions to the scope of work which would lead to an enhanced outcome.	0-5	6	30
b. Project schedule which identifies completion dates for key milestones and a final completion date.	0-5	1	5
3. Past Performance:			
a. Positive verified past references for the Proposing Firm indicating successful past performance on similar projects.	0-5	3	10
b. Positive verified past references for the Project Manager and other key team members indicating successful past performance on similar projects.	0-5	3	10
c. Positive verified past references for the Project Integration team indicating successful past performance on similar projects.	0-5	3	10
Total:			100

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Each criterion will be graded on a scale of 0-5 with 5 being the highest grade. The grades will be multiplied by the appropriate weight factor to determine the total score. Written proposals shall have a level of effort appropriately matching the requirements, including efforts by key positions. Proposals falling short of an appropriate overall effort and/or effort by key positions may be considered non-responsive. JWCD reserves the right to reject all proposals.

Presentation and Fee Proposal Instructions

The three firms with the highest scored written qualification proposals will be asked to come to JWCD and present on their proposal and submit a fee proposal. These firms will schedule a time to present on their CMMS program and their proposed implementation to JWCD. Each firm will also deliver a fee proposal which should be enclosed in a sealed envelope which will not be opened until after all presentation proposals are completed. The Final Score will be based on the qualifications proposal, the presentation, and the fee proposal.

The fee proposal shall be provided in a spreadsheet format similar to the sample fee proposal template in Attachment B. The hourly billing rate for each position, number of hours per task by position, and any fees for reimbursable expenses and overhead factors shall be clearly indicated. The total proposed fee will be considered a maximum not-to-exceed fee amount. The fee proposals will not be opened until all presentations have been made and all evaluations recorded. The fee proposals will be opened by a JWCD staff member not participating on the evaluation committee and entered into a spreadsheet with the other scores already recorded in order to determine each proposer's final score.

For purposes of preparing the fee proposal make the following assumptions:

1. For each phase of the project:
 - a. Increase by 10% the number of hours to be spent on each phase of the project for the purpose of establishing a contingency (except for Task 5 –Support and ongoing maintenance). The increase shall be proportional for each position.
 - b. This 10% increase shall be included as a separate task and released only with written authorization of the JWCD Chief Engineer.

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<u>Final Evaluation Criteria</u>	<u>Weight</u>	<u>Scoring</u>		<u>Maximum Points</u>
		<u>Score Method</u>		
1. Written Qualification Proposal	30%	Qualification Proposal Score x 30%		30
2. Presentation	50%	Grade	Weight	
a. The proposed CMMS is tailored to the specific needs of JVVCD and meets the required functionality listed in the specific project information above.		0-5	2.5	12.5
b. The implementation plan is mapped out well and is feasible.		0-5	2.5	12.5
c. The proposed CMMS is technically robust and user friendly to operate.		0-5	2.5	12.5
d. The Proposed training and technical support are adequate and meet JVVCD needs.		0-5	2.5	12.5
3. Cost	20%	20 x (1 – (bid – low bid) / low bid)		20
Total:	100%			100

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Upon execution of the Agreement by both parties, the Engineer will receive authorization to proceed with only those services identified in the Agreement. The Engineer must receive prior written authorization before performing any services outside the scope and fee amount identified in the Agreement.

CONFIDENTIALITY: All information, documents, records, and paperwork, including but not limited to SOQs, bids, exhibits, or brochures (collectively, the “Paperwork”) submitted to the District shall not be regarded by the District as secret or submitted in confidence, except as otherwise provided in a writing signed by the District. Please do not mark your Paperwork with legends such as “confidential,” or “proprietary,” or “not to be disclosed to third parties.” The District is a Utah local district and is subject to the provisions of the Utah Government Records and Management Act (“GRAMA,” Utah Code Ann. (1953) §§63-2-101 et seq.). Paperwork submitted to the District may be subject to disclosure to third parties under the District’s interpretation of the provisions of GRAMA.

Questions or Suggestions

Proposers may ask questions or make suggestions to JWCD on any element of this Request for Proposals. Questions or suggestions should be submitted to JWCD’s Project Manager, John Kahle, at 801-565-4353 or at JohnK@jvwcd.gov.

ATTACHMENT A

PROFESSIONAL CONSULTING SERVICES AGREEMENT

PROFESSIONAL CONSULTING SERVICES AGREEMENT
FOR _____
(PROJECT NO. _____)

This Agreement is made as of _____, _____ (“Effective Date”), by and between the Jordan Valley Water Conservancy District, a Utah special district (“District”), and _____ a Utah corporation
OPTIONAL WORDING: [a Utah _____ / a (State) _____ authorized to do business and doing business in the State of Utah] (“Engineer”).

RECITALS:

- A. The District desires to obtain professional engineering services relating to the _____;
- B. Engineer represents it has the necessary expertise and experience to perform the services requested by the District and that it is properly qualified and licensed in the State of Utah for this work; and,
- C. Engineer has submitted a proposal outlining its proposed scope of activities for performance and completion of the services, and the Engineer is willing to perform the services requested by the District, consistent with the terms of this Agreement.

TERMS:

The parties agree as follows:

ARTICLE I
DEFINITIONS

- 1.1 Unless the context requires otherwise, the terms defined in this Article shall for all purposes of this Agreement and all schedules, have the following meanings:
 - 1.1.1 **Agreement:** This Professional Consulting Services Agreement, including attachments.
 - 1.1.2 **Contract:** The agreement between the District and the Contractor for the provision of labor, materials and equipment for the construction of the Project.
 - 1.1.3 **Contract Documents:** All documents relating to construction of the Project, issued by or through the Engineer, on behalf of the District to the Contractor, or by the District, including the Notice Inviting Bids,

Instructions to Bidders, Bid, Information Required of Bidder, Bid Bond, Agreement Performance Bond, Payment Bond, General Conditions, Supplemental General Conditions, drawings, specifications, all addenda and change orders executed pursuant to the Contract.

- 1.1.4 Contractor: The party contracting with the District for the provision of labor, materials and equipment for the construction and quality control of the Project.
- 1.1.5 Contract Time: The projected date for substantial completion of the Contract.
- 1.1.6 Engineer's Fee: The Engineer's compensation for performing Services.
- 1.1.7 Phase: A logically separate aspect of the Engineer's Services on the Project which occurs in sequence or concurrently with other such aspects to allow for the orderly progress and management of the Engineer's Services for the Project.
- 1.1.8 Project: The Project is described on attached Schedule A.
- 1.1.9 Project Manager: The individual identified in Schedule D who will administer the performance of the Engineer's Services under this Agreement.
- 1.1.10 Project Representative: The individual identified in Schedule D who will provide observation and inspection of the construction of the Project. The Project Representative is the sole authorized representative of the District in all on-site relations with the Contractor, except as other properly authorized agents are designated by the Engineer and approved by the District.
- 1.1.11 Reimbursable Expenses: Non-salary expenditures made by the Engineer, its employees or its sub-consultants when performing services for the Project. Reimbursable Expenses include:
 - 1.1.11.1 Reasonable expenses of transportation, subsistence and lodging when traveling in connection with the performance of services for the Project.
 - 1.1.11.2 Reasonable expenses of long distance or toll telephone calls, telegrams, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project.

- 1.1.11.3 Reasonable expenses of all reproduction, postage and handling of drawings, specifications, reports or other Project-related instruments of service of the Engineer.
 - 1.1.11.4 Reasonable expense of computer time as described on attached Schedule E.
 - 1.1.11.5 Other reasonable reimbursable expenses to which the parties subsequently agree.
- 1.1.12 Hourly Billing Rate: The hourly fee which the Engineer charges for the time expended on the Project. The hourly billing rate shall be considered full compensation for time expended on the Project. Specific hourly billing rates for the Project are identified in Schedule E.
- 1.1.13 Services or Engineer's Services: The Engineer's duties and responsibilities to the District for professional consulting services as set forth in Article II.
- 1.1.14 Sub-Consultant: Any registered professional engineer, architect or other specialist engaged by the Engineer in connection with the Project.
- 1.1.15 Task: An independent and defined service or collection of services to be performed by the Engineer during a Phase(s) of the Project(s), such service or services being more particularly set forth in Schedule A.
- 1.2 Except where the context otherwise requires, words imparting the singular number shall include the plural and vice versa.

ARTICLE II ENGINEER'S SERVICES

- 2.1 Basic Services: The Engineer shall provide the following Services on the Project, as more fully described and set out in Schedule A.
- 2.1.1 Pre-design Phase: Complete applicable investigations, evaluations, analyses, surveys, and reports.
 - 2.1.2 Design Phase: Complete all necessary drawings and technical specifications for bidding the construction of the Project.
 - 2.1.3 Construction Phase:
 - 2.1.3.1 The Engineer shall assist the District during bidding and

contract execution, administer the Contract, provide field observation and inspection of the Project, and provide management and reporting during the construction phase of the Project.

2.1.3.2 The Engineer shall designate the individuals named in Article IV as Project Manager and Project Representative to be the representatives of the District in its relations with the Contractor, subject to the requirements and limitations set out in the Contract Documents and this Agreement. Other personnel of the Engineer shall be designated as needed to administer the Contract, as further set forth in Section 2.2 and this Agreement.

2.1.3.3 The Engineer shall provide Project representation at the site, as described in Schedule A, in order to provide experienced inspection and observation of the quality and progress of the Contract construction work to verify it complies with the requirements of the Contract Documents, and to advise the District of defects and deficiencies. The Engineer shall direct its efforts toward verifying that the means, methods, techniques or procedures that are specified in the Contract Documents are faithfully observed and followed by the Contractor during construction of the Project, and, except as hereafter provided, that the completed Project conforms to the Contract Documents. The Engineer shall not be responsible for any means, methods, techniques, or procedures of construction selected by the Contractor not specified in the Contract Documents, or for safety precautions and programs incident to the work of Contractor.

2.1.3.4 The Engineer shall have the following powers and is hereby directed to exercise them as in its professional judgment are required to accomplish the above tasks, objectives and responsibilities:

Examine, review and investigate all material, equipment, work and workmanship for compliance with the Contract Documents, including the examination and investigation of plant, mill and shop facilities; require that work done in the absence of observation and examination be removed and replaced under the proper observation and examination; make such examination

and tests, as in its professional judgment are required, to verify that the work is being accomplished in accordance with the Contract Documents; reject work which does not meet the specifications of the Contract Documents and require the Contractor remove and replace such work according to the Contract Documents.

2.1.3.5 If disputes between the Contractor and the District arise, and/or if the Contractor shall file a claim or protest against the District during construction of the Project, the Engineer shall investigate and analyze all such disputes, claims and protests, and attempt to resolve them to the mutual satisfaction of the parties, and failing such resolution, recommend a course of action for the District.

2.1.3.6 The Engineer's recommendation of any payment requested in an application for payment by the Contractor will constitute a representation by the Engineer to the District, based on the Engineer's on-site observations of the Contractor's work in progress as an experienced and qualified design professional and on the Engineer's review of the application for payment and the accompanying data and schedules, that the work has progressed to the point indicated, that to the best of the Engineer's knowledge, information and belief the performance and quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work by the Engineer as a functioning Project upon Substantial Completion as defined in the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in the recommendation), and that the Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, the Engineer will not thereby be deemed to have represented that the Engineer acted or performed to a standard of care higher than that required of the Engineer under this Agreement and the Contract.

2.2 Guidelines for Basic Services: The Engineer shall perform the Services in conformance with the District's Guidelines for Engineering Services, as set forth in Schedule B, and in conformance with such other guidelines imposed by the District during the progress of the Services, so long as such guidelines are in conformance with standard professional consulting services.

2.3 Additional Services: The District and the Engineer recognize and agree that services not set forth in Schedule A are not covered by the Engineer's Fee and are considered to be additional services. No additional services may be provided by the Engineer, and no compensation shall be paid therefore by the District, except upon written confirmation by the District as an amendment to this Agreement.

Upon request by the District, the following additional services shall be provided by the Engineer:

2.3.1 Perform work resulting from changes in design criteria made in writing at the direction of the District, after acceptance of the criteria by the Engineer;

2.3.2 Prepare applications and supporting documents for government review or action, other than those which may be specified in Schedule A;

2.3.3 Provide additional services required as a result of delinquency or insolvency of one or more of the Contractors; or as a result of damage to the Project caused by fire, flood, earthquake, or other acts of God, wherein damage was not a direct or indirect result of Engineer's negligence or within Engineer's control;

2.3.4 Provide additional services required as a result of strikes, walkouts, or other acts of trade or labor unions;

2.3.5 Provide expert witness testimony or litigation support at depositions, trials, court appearances, and other similar judicial proceedings and cooperate in formulating and responding to interrogatories and other similar discovery methods; and,

2.3.6 Perform any other item of work not specifically mentioned above, and requested by the District in writing.

ARTICLE III
TIME TO COMPLETE

The Engineer's Services, as defined in Article II, shall be completed within the timeframe set forth in Schedule C. Notwithstanding any term or provision of this Agreement to the contrary, all of the Services shall be completed within ____ calendar days after the Effective Date of this Agreement.

ARTICLE IV
ENGINEER'S PERSONNEL

The key personnel identified in Schedule D shall perform the Engineer's Services in the assigned capacities, as shown. Any substitution of key personnel and/or changes in assignments from those shown must be approved by the District in writing before such substitution or change may be made by the Engineer.

ARTICLE V
DISTRICT-FURNISHED SERVICES

- 5.1 Information: Upon the Engineer's request, the District shall provide to the Engineer or make available for review all information and data contained in record drawings, record documents and other records routinely kept by the District pertaining to the design, construction or operation of its facilities. The District does not warrant the accuracy or completeness of such data and information originating from entities or persons other than the District.
- 5.2 Review of Documents: The District shall review and consider all sketches, drawings, reports, studies, model results, specifications, bids, proposals, contracts, and other documents submitted by the Engineer relative to Engineer's Services. Whenever prompt action is necessary, the District shall within a reasonable time inform the Engineer of its decision regarding the same so as to not unduly delay the Engineer in its performance according to the schedule set forth in this Agreement.
- 5.3 Engineer Access: The District shall, at its expense, arrange and make provision for the Engineer's entry and access to such property (public and/or private) as may be necessary to enable the Engineer to perform the Services.
- 5.4 District Representative: The District shall designate in writing an individual who shall be authorized by the District to act as the District's Representative. The Representative shall have authority to receive reports from the Engineer and give instructions to the Engineer.

OPTIONAL 5.4 District Representative: The District hereby designates and authorizes _____ to act as the District's Representative. The Representative shall have authority to receive reports from the Engineer and give instructions to the Engineer.

- 5.5 Notifications of Defects: The District shall give written notice to the Engineer whenever the District or its Representative becomes aware of any defect or deficiency in the Engineer's Services.
- 5.6 Construction Right-of-Way: Where, based upon the Engineer's design work, rights-of-way are required for construction, the District will, at its expense, obtain such rights-of-way, including appraisals and title searches, utilizing descriptions and maps provided by the Engineer.
- 5.7 Consultation with District: Employees of the District shall be available for consultation with the Engineer at all reasonable times.
- 5.8 Permit Fees: The District shall pay any required permit fees, charges for plan checking, and any other fees charged by any public agency having jurisdiction over any part of the Project, if such charges are made.
- 5.9 Legal Opinions: The District shall, at its expense, furnish legal opinions on laws and the interpretation thereof which may affect the Project, if such opinions are judged by the District to be necessary.

ARTICLE VI
COMPENSATION

- 6.1 Basic Services: The District shall pay to the Engineer as compensation for Services attributable to the Project, the hourly billing rates as set forth in Schedule E multiplied by the number of hours expended on the Project, together with reimbursable expenses attributable to the Project multiplied by ____.
- 6.1.1 Pre-design and Design Phases: In no event shall the total compensation due the Engineer for the Pre-design and Design Phases, including reimbursable expenses, exceed _____ and ____/100 Dollars (\$_____).
- 6.1.2 Construction Phase: The budget authorized for the Engineer's Services and for reimbursable expenses in the Construction Phase is _____ and ____/100 Dollars (\$_____). As work in this Phase reaches seventy-five percent (75%) of the authorized budget set forth in Schedule E, the Engineer shall notify the District, and the Engineer and the District shall thereafter mutually review the extent of work already accomplished, the extent of work remaining to be completed and the past and projected expenses related thereto. At that time, the scope of Services and corresponding compensation for Services for the Construction Phase may be adjusted by the District.

6.2 Additional Services: In the event this Agreement is amended to provide for additional services by the Engineer, the Engineer's compensation for additional services shall be the hourly billing rate multiplied by the hours expended for additional services, and reimbursable expenses attributable to the additional services multiplied by ____.

A summary showing estimated cost data for each additional service requested shall be submitted to the District for approval prior to commencement of work on that additional service. The District shall not be obligated to reimburse the Engineer for costs incurred in excess of the estimated cost set forth in that summary, and the Engineer shall not be obligated to continue work or to incur costs in excess of the estimated cost until the District notifies the Engineer in writing that the estimated cost therefore has been increased. Additional sets of Contract Documents and reduced scale drawings shall be charged at actual cost of printing and mailing.

6.3 Format for Invoices: Invoices for the Engineer's Services and expenses shall be reviewed and signed by the Engineer's Project Manager before being sent to the District. Each invoice shall include the following information:

- a. Project Name.
- b. Time period of Services (beginning of month to end of month).
- c. Current invoice charges, separated into Pre-design, Design and Construction Phases, with the following breakdown:
 - (i) Charges for Services, further described by:
 - (1) Employee name.
 - (2) Hours worked.
 - (3) Rate charged.
 - (ii) Reimbursable Expenses:
 - (1) Description.
 - (2) Cost.
- d. Account summary, including:
 - (i) Total amount authorized for the Pre-design and Design Phases under this Agreement.

- (ii) Total invoiced to date for the Pre-design and Design Phases.
 - (iii) Total amount authorized for the Construction Phase under this agreement.
 - (iv) Total invoiced to date for the Construction Phase.
- 6.4 Progress Payments: The Engineer's invoices for Services performed and for reimbursable expenses shall be delivered to the District after the end of the first calendar month following the Effective Date of this Agreement, and monthly thereafter so long as the Engineer's Services shall continue. The compensation requested on any such invoice shall be itemized to show hourly billing rate multiplied by time charged to the Project and reimbursable expenses which actually were incurred in the month identified in the invoice.
- 6.5 Payment of Invoice: The amount shown on each invoice for the Engineer's Fee and expenses shall be due and payable by the District after its review and acceptance of the Services itemized in the invoice. The Engineer may levy a simple interest charge of eight percent (8%) per annum on invoice amounts accepted for payment by the District and not paid within forty-five (45) days of the date of delivery of the invoice. Late payments made by the District shall be credited first to accrued interest and then to principal.
- 6.6 Suspension; Termination: In the event the District fails to submit payment on an invoice within sixty (60) days of the date of delivery to the District of such invoice, the Engineer may, at its discretion and upon ten (10) days written notice to the District, suspend its services or terminate this Agreement.

ARTICLE VII SPECIAL TERMS AND CONDITIONS

- 7.1 Documents: All completed original reproducible tracings, survey notes, plans, specifications, reports, engineering calculations, and other original documents prepared by the Engineer in the performance of the Engineer's Services shall be the property of the District, and the Engineer shall, upon the request of the District, deliver such documents to the District. The Engineer may retain and use copies of the documents. The District agrees to hold harmless, indemnify and defend the Engineer against all third party damages, claims, expenses and losses arising out of any reuse by the District of the plans, specifications and documents if the District does not obtain the written authorization of the Engineer for their reuse.
- 7.2 Governmental Immunity: Except for the District's obligations of indemnification as set forth in paragraph 7.1, nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim or defense, which the District or its employees, officers and trustees may assert under state or federal law, including but not limited to the Utah Governmental Immunity Act, Utah Code Ann. (1953)

§§ 63-30-1 et seq. (the "Act"). All claims against the District or its employees, officers and trustees are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

- 7.3 Conflict of Interest: The Engineer shall not establish or otherwise continue any conflict of interest created by virtue of this Agreement, prohibited under state or local laws.
- 7.4 Termination Prior to Completion: This Agreement may be terminated at any time by the District prior to completion of the Engineer's Services upon written notice to the Engineer. Upon receipt of such notice, the Engineer shall immediately stop any further work in progress, and in such event, the Engineer shall be entitled to payment for all of its Services performed by the Engineer and accepted by the District, to the date of cancellation, and for all work required to organize and deliver to the District the materials developed in the course of the Engineer's Services. Payment shall be due to the Engineer within forty-five (45) days after delivery of such materials and receipt of a verified and itemized invoice therefore.
- 7.5 Construction Estimates: Estimates of contract time, construction costs and quantities prepared by the Engineer or its employees represent their best professional judgment as design professionals and are supplied for the general guidance of the District. The Engineer does not guarantee the accuracy of such estimates as the Engineer has no control over the cost of labor and material, competitive bidding, or market or other conditions.
- 7.6 Indemnity and Insurance: The Engineer shall indemnify, and hold the District harmless from any claims under the Workers' Compensation Act, and from any claims, demands, suits, causes of action, costs, fees, judgments, liability for bodily injury and death, and damages to property, real or personal, to the extent caused by or resulting from breach of contract, negligence, recklessness or intentional misconduct by the Engineer or by the negligence of the Engineer's subconsultants, in the performance of the Engineer's Services under this Agreement. During the course of this Agreement, and for a period of four (4) years following Substantial Completion of the Engineer's Services under this Agreement, the Engineer shall maintain both professional errors and omissions liability insurance and general commercial liability insurance providing coverage for all liability arising out of the performance of Services in connection with the Project and this Agreement. The liability insurance required shall include "prior acts" coverage for all services rendered for the Project and shall be written with a limit of liability of \$500,000.00 per claim and a Project aggregate of \$1,000,000.00.
- 7.7 Interpretation: Except as otherwise noted, releases from liability, indemnification against liability, limitations on liability, assumptions of liability and limitations on remedies which may be expressed in this Agreement, shall apply to all possible claims and/or causes of action, including but not limited to those arising under common law, equity, statute, contract, tort or otherwise.

ARTICLE VIII
GENERAL TERMS AND CONDITIONS

- 8.1 Standards of Performance: The Engineer shall perform its Services in a manner consistent with the professional skill and care ordinarily provided by other design professionals with the same or similar professional license, providing the same or similar design professional service in the same or similar locality at the same or similar time under the same or similar circumstances.
- 8.2 Force Majeure: Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, acts of any governmental entity having jurisdiction over the parties and/or the subject matter of this Agreement (other than those governmental entities named as parties or beneficiaries to this Agreement), or other events beyond the reasonable control of the other or the other's employees and agents. In the event either party claims that performance of its obligation is prevented or delayed by such cause, that party shall promptly notify the other party of that fact and the circumstances preventing or delaying performance.
- 8.3 Assignment: Neither the District nor the Engineer shall delegate and/or assign their respective duties and/or rights under this Agreement without the prior written consent of the other. The Engineer may subcontract, however, portions of the Services as it deems necessary to efficiently accomplish the Basic Services. Nothing in this paragraph shall release the Engineer from full compliance with the terms and conditions of Article IV.
- 8.4 Severability; Waiver: In the event a court, governmental agency or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach of the same by the other party.
- 8.5 Governing Law: This Agreement shall be governed by, construed and enforced according to the laws of the State of Utah.
- 8.6 Merger; Amendments: This Agreement and the Contract Documents, including all amendments, represents the entire and integrated agreement between the District and the Engineer, and supersedes all prior negotiations, representations or agreements, whether written or oral, regarding the subject matter contained in this Agreement. The Agreement may be amended only by written instrument executed by all parties.

- 8.7 Attorney's Fees: In the event of a default or breach of this Agreement, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement or in obtaining damages, including reasonable attorney's fees, whether incurred through legal proceedings or otherwise.
- 8.8 Notice: Any formal notice required to be given under this Agreement shall be deemed given when hand-delivered or when sent by registered or certified mail, return receipt requested, to the parties at their respective addresses stated below or to any other address after notice of such change of address has been given to the parties.
- 8.9 Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the District or the Engineer. The Engineer's Services under this Agreement are being performed solely for the District's benefit, and no other entity shall have any claim against the Engineer because of this Agreement or the performance or non-performance of Services hereunder. The District agrees to use reasonable efforts to include a provision in all contracts with other contractors and other entities involved in the Project to carry out the intent of this paragraph.

"District":

Jordan Valley Water Conservancy District
 8215 South 1300 West
 West Jordan, Utah 84088

"Engineer":

By:

 Alan E. Packard
 Its General Manager/CEO

By:

 [Name]
 Its _____

SCHEDULE A
SCOPE OF WORK

SCHEDULE B
GUIDELINES FOR ENGINEERING SERVICES

SCHEDULE C
TIME TO COMPLETE

SCHEDULE D
ENGINEER'S PERSONNEL

SCHEDULE E
COMPENSATION

ATTACHMENT B

SAMPLE FEE PROPOSAL

**CMMS
Fee Proposal Template Example**

Client: Jordan Valley Water Conservancy District

Firm Name:

Date:

Software Subscription/Licensing Fee									
1. Base Fee for Software								Subtotal:	
2. Additional Modules/Add-ons								Subtotal	
Tasks	Project Manager (Name)	Project Engineer (Name)	Project Rep. (Name)					Total Hours	Cost By Task
Team Member	\$ / hr	\$ / hr	\$ hr	\$ / hr	\$ / hr	\$ / hr			
Set up and Implementation/Professional Services									
1. Data Migration									
2. Integration									
3. Implementation									
4. Training									
5. Customization/Development									
								Subtotal:	
Recurring Software Fee									
1. Annual Maintenance & Support									
								Subtotal:	
Total Hours by Team Member									
Total Year One Cost								One-Time Fee Subtotal:	
								Annual Recurring Subtotal:	
Total Years 2-5 (Recurring only)								Subtotal:	
								TOTAL COST	\$
								20% CONTINGENCY	\$
Direct Charges:									
								TOTAL DIRECT CHARGES	\$
								TOTAL FEE	\$

Principal's Name

Principal's Signature

Date

APPENDIX A

District CMMS Objectives

ID	AM Category	SAMP AM Requirement	Subdomain	Avg Score	Required System Functionality	
OM-01	Operations & Maintenance	Maintenance - work management and planning/scheduling)	Usability, User Experience (UX) and User Interface (UI)	2.73	Overall "easy to use" UI	
OM-02					Configurable WO screens	
OM-03					Comment (text) fields are searchable	
OM-04			Mobile	2.80	Mobile access (connected and disconnected) to create/manage WOs, attach photos, view asset history	
OM-05					Mobile offline cache and auto-sync on reconnect	
OM-06			Create Work Orders	2.64	PM Job Plans	
OM-07					PM Scheduled Maintenance WOs	
OM-08					Create/manage WO via GIS map (CMMS integration with GIS)	
OM-09					Bar code or QR code support for asset identification	
OM-10					Manage/attach work permits (confined space, LOTO, etc.) to WOs	
OM-11			Manage & Track	2.57	Manage & track asset maintenance history	
OM-12					Manage & track asset failure codes	
OM-13					Manage & track asset closing codes	
OM-14					Manage & track labor hours and cost	
OM-15					Manage & track material and parts costs	
OM-16					Manage & track equipment costs	
OM-17					Manage & track contracted work costs	
OM-18			Attachments to Work Order	2.77	Documents (drawings, SOPs, O&M, vendor docs, etc.)	
OM-19					WO attachments: photos	
OM-20			Planning & Scheduling	2.20	Plan & schedule crew and individual workload	
OM-21					Plan & schedule resource availability	
OM-22					Compare PMs vs corrective WOs to staffing; forecast staffing needs	
OM-23			Forms & Workflow	2.70	Site inspection forms for operator rounds tied to assets; mobile offline support; replace paper	
OM-24					Enforce required fields on requests/WOs; business rules to prevent save without asset	
OM-25					Gatekeeper workflow to verify WO to asset linkage before closeout	
OM-26			Inventory (Warehouse & Parts)	Integrated Warehouse Functions	2.62	Assign materials and parts to WOs
OM-27						Multiple warehouses/storerooms
OM-28						Rolling inventory and truck stock
OM-29				Inventory Management	2.11	Last In First Out (LIFO)/First In First Out (FIFO)/average/standard costing
OM-30						Usage review; reorder point suggestion; lead time; min/max levels
OM-31						Cycle counts
OM-32						Supplier history (dollars shipped, over/under, back orders, late)
OM-33						Flag critical spares
OM-34						Barcode/QR for materials and parts

OM-35				Photos for materials and parts	
OM-36				Inventory expiration dates	
OM-37				Manage MSDS and hazardous materials	
OM-38				Manage vendor list and specifications	
OM-39	Procurement	CMMS-ERP Integration	1.28	WO-initiated Purchase Request/Purchase Order process in ERP	
OM-40			PR/PO status visible in CMMS		
OM-41			Associate PR/PO with WO		
OM-42			View vendor history		
OM-43			E-procurement support		
OM-44			Assessment & Optimization	Asset Condition	2.69
OM-45	Store historical condition data				
	CMMS can get SCADA updates (Vibration, temperature, run hours) **ADDED**				
OM-46	Auto-trigger PM when critical condition found during inspection				
ISDM-01	Data Management	Asset Data	2.78	100% of assets in CMMS	
ISDM-02				Inventory	Registry lists all in-service assets with unique IDs
ISDM-03					100% of CM/PM WOs tied to an asset
ISDM-04			Naming	2.43	Serialized asset tracking by name/number/serial
ISDM-05					Track serialized asset location over life
ISDM-06			Hierarchy	2.55	Manage asset location hierarchy
ISDM-07					Sufficient hierarchy levels to roll up costs
ISDM-08					Store AM data on asset class
ISDM-09					Configurable asset and asset-class screens
ISDM-10			Attributes	2.80	Store AM attributes (install date, cost, condition, vendor PM recs, etc.)
ISDM-11	Security & Access	Security	2.51	Support Single Sign On (SSO) and Multi-factor Authentication (MFA) across web and mobile	
ISDM-12				Secure device access to internal apps (VPN or equivalent; conditional access)	
ISDM-13				Role-based access control with granular permissions; limit number of admins	
ISDM-14	Governance & Audit	Governance & Audit	2.33	Full create/edit/delete audit logs; support soft-delete with restore	
ISDM-15	GIS Integration	GIS Integration	2.80	Two-way GIS sync for linear assets; schedulable jobs; conflict resolution	
ISDM-16				Native integration with Esri ArcGIS (hosted feature services, web maps, edit events)	
ISDM-17	Reporting & Data Access	Data Access	2.40	Open APIs/ODBC; vetted BI connectors (e.g., Tableau/Power BI)	
ISDM-18				Schedule and distribute reports/exports; parameterized runs	
ISDM-19	Migration & Archiving	Archiving	1.87	Utilities for selective history migration; mapping tools; QA checks	
ISDM-20				Export and archive non-migrated history with search and access controls	
DCMP-01			2.68	Identify critical assets	
DCMP-02				Store AM risk data on assets (Condition, likelihood and consequence of failure (LoF/CoF) scores, etc.)	

DCMP-03	Decision Making & Capital Planning	Risk-based asset evaluation	Risk		Compute LoF/CoF and composite risk natively and use results to drive PM frequency, prioritization, and WO routing	
DCMP-04				Support for defining critical value for asset condition during inspection		
DCMP-05				Failure analysis: problems, root cause, actions taken		
DCMP-06			Track and Report	2.54	Track mean time between failures (MTBF)	
DCMP-07					Tracks mean time to repair (MTTR)	
DCMP-08					Tracks mean wait time (MWT)	
DCMP-09					Report on historical work on assets	
DCMP-10					Report on asset failures	
DCMP-11					Report on lifecycle asset costs	
DCMP-12				Generate renewal/replacement requirements matching CIP intake format		
DCMP-13			Design & Construction	Construction Deliverables	2.53	Construction/vendors deliverables easy to upload into CMMS with defined format/structure
DCMP-14				Warranty	2.27	Asset warranty tracking support
DCMP-15	Handover	2.47		Commissioning/handover module with post-ingest data validation		
OF-01	Organizational Framework	Performance Management	Dashboards and Measures	2.49	Dashboard metrics for assets, WOs, PM/CM	
OF-02					User and group-configurable dashboards	
OF-03					Drill-down capability for dashboards	
OF-04					Monitor and display KPIs	
OF-05					Track corrective action plans linked to KPIs	
OF-06		Training	Materials	2.60	Comprehensive training material included with CMMS (videos, walkthroughs)	
OF-07					Embedded SOPs/modules; in-app contextual help and walkthroughs	
OF-08				2.07	Generate templated letters/reports to customers (e.g., backflow program)	
OF-09	Communication	Communication		Integrate CMMS with MS Teams (and similar) for in-channel notifications and actions; archive conversations to the CMMS record; prevent unaudited side channels		
V-01	Vendor	CMMS Experience	CMMS Experience	2.37	Installed Customer Base	
V-02					Years in Business	
V-03					Future Investment Plans/CMMS Roadmap Available	
V-04			Customer Support	2.67	User Help Desk	