



City of Rancho Cordova Request for Proposal

Infrastructure Asset Management System Selection and Implementation Services

RFP Issue Date:	Wednesday, January 31st, 2018
Letter of Intent Due Date:	Thursday, February 8th, 2018
Proposal Due Date:	3 p.m. (Pacific Time), Friday, March 9th, 2018

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1.0 General RFP Information

1.1 Project Objective

The purpose of this RFP is to solicit proposals from qualified solution providers who can demonstrate that they possess the organizational, functional and technical capabilities to provide an Infrastructure Asset Management System (IAM System) solution that meets the City's needs and is tightly integrated with ESRI ArcGIS.

The goal of this project is to identify, procure and implement software that manages infrastructure and asset-related data relating to field inspections, infrastructure asset management, work order management, lifecycle management, asset criticality, asset condition projections and budget scenarios, and replacement planning and reporting. Essential features and functions of this software will:

- Enable field operations to perform and schedule preventative maintenance or inspection tasks, utilizing integrated GIS and work order management software tools on mobile computing devices
- Host a configurable application accessible via a standard Internet browser that enables automation of asset related tasks, inputs for asset criticality and other lifecycle analysis (for example, Consequences of Failure / Probability of Failure)
- Standard and customizable reports, dashboards and metrics related to asset management and work order assignment, cost, and progress
- Manage documents associated with specific assets and systems
- Integrate with GIS and use GIS-based attributes and related data tables to generate and display asset analyses
- Create, manage, and track work-orders conforming to City requirements based on inputs from internal and external customers, asset condition, recurring instances, or other user-defined parameters
- Relate cost and workforce implications of asset management scenarios and actuals.

The City is seeking an integrated "off the shelf" packaged solution that will meet its core requirements out of the box with minimal modifications. The City expects the solution/services provider to perform the related professional services (e.g. best practices guidance, training, project management, implementation, integration and report development) in a timely and professional manner with its Infrastructure Asset Management System experts experienced with

successfully implementing the proposed solution at comparable municipalities with similar requirements for streets/transportation, stormwater, sewer, in-the-field mobility, and GIS.

The City is seeking proposals from individual software suppliers with long-term, proven solutions. These suppliers will have the requisite knowledge, experience, references for implementing and supporting the software solution that they developed and are marketing. The City is not seeking proposals from third-party consultants and/or systems integrators; the City wants software vendors to be responsible for the success of our implementation and ongoing quality of support.

The ideal Proposer(s) shall have experience in successfully implementing the proposed solution at local government agencies of similar size to Rancho Cordova, and/or in larger agencies. The successful solution/services supplier shall be responsible for the final City approved design, installation, implementation and commissioning of the Infrastructure Asset Management System including development of user acceptance testing, system integration and connectivity to existing resources.

This RFP process seeks to find the best overall solution to the City of Rancho Cordova for this investment. Total cost of ownership will not be the only factor in making the determination. However, vendors may provide discounts for licenses already owned by the City of Rancho Cordova in their price proposal and factoring the total cost of ownership.

The award shall be made to the qualified supplier whose proposal is most advantageous to the City of Rancho Cordova with price and other factors considered. Other factors that may contribute to the selection process include but are not limited to:

- Project approach and understanding of the City's objectives and requirements
- Supplier's implementation methodology and success
- Feedback from customer references
- Compliance with the City's terms and conditions
- Ability to meet the City's requirements (software functionality, usability, performance, flexibility, integration, and technology)
- Supplier's installed base and experience with municipalities similar to the City
- Integration with the City's ESRI ArcGIS, Service Requests Portal, Enterprise Land Management System (planning, permitting, code enforcement, etc.), and Financials
- Cost and support quality for ongoing software maintenance and support

Overall the Infrastructure Asset Management System must provide:

- A highly intuitive system from a user perspective and can position the City of Rancho Cordova to take advantage of technology to improve departmental performance and efficiency.
- Easy access to the data for report and query generation without the need for a programming specialist.
- Support for user-friendly mobile technology for in-the-field crews, with a strong preference for a GIS-centric end-user interface
- Solution implementation/deployment options – pure SaaS, Vendor-Hosting (of our configured solution), and On-Premise (i.e., hosted by the City in its data center)

Additionally, the Infrastructure Asset Management System should provide:

- The ability to plan, monitor and forecast annual work quantities and required resources (labor, equipment, material, budget) for a variety of infrastructure systems at a program level including but not limited to: streets, sidewalks, signs, Right of Way Roadways, surfaces, ditches, storm conveyance systems and, assets such as trees and drainage infrastructure.
- Asset tracking for specific assets (individually and by program) including the ability to track levels of service and life cycle data, condition assessments, pictures, warranty and licensing documentation, and completed project information. The new Infrastructure Asset Management System should seamlessly provide reports for a “level of service” based on a pre-established target hours and actual hours, which are used to benchmark service to industry standards. The level of service will be incorporated into our best management practices: allocating and scheduling of staff, comparing of proposed and actual time spent, dollars spent, production units, and unit costs at the task and program levels, as well as by work order/project and by specific asset. Planned versus actual reports will be produced by month and cumulatively for specific work units.
- The ability to evaluate and modify work methods and performance to maximize efficiency of existing maintenance resources to ensure that program goals are met.

2.0 RFP Requirements

2.1 Schedule

Table 1 – RFP Schedule of Events represents the City’s best estimate of the schedule that will be followed.

RFP EVENT		DATE/TIME
1	City Issues Request for Proposal	1/31/2018
2	Deadline for Letter of Intent to Propose	2/8/2018
3	Deadline for Written Questions and Comments	2/13/2018
4	City Issues Responses to Written Questions and Comments	2/20/2018
5	Deadline for Submitting a Proposal	3/9/2018
6	City Completes Technical and Pricing Proposal Evaluations	3/19/2018
7	City Notifies Finalists and Provides Proof-of-Capabilities (POC) material	3/22/2018
8	POC Demonstration(s)	4/2/2018 – 4/6/2018
9	Vendor Selection	4/9/2018
10	Conclusion of Contract Negotiations with Finalist	4/27/2018
11	Award of Proposal and Contract Signing	May 2018
12	Contract Start Date	6/1/2018

Table 1 – RFP Schedule of Events

The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Proposers that submitted a Letter of Intent to Propose (Section 2.6).

The RFP and subsequent evaluation of proposals will allow the City to identify a list of finalists of proposers. This list of proposers will be invited to complete an on-site (City of Rancho Cordova) proof-of-capabilities (POC) demonstration. Upon the completion of the proof-of-capabilities, the City intends to identify a finalist. Even though the City intends to only select a single finalist, the City reserves the right to select more than one finalist in the event that the evaluation committee is not able to agree on a single vendor.

The scripted POC demonstration is not intended to be a generic demonstration of the application, but rather a demonstration of specific product functionality deemed most critical to the City using data provided by the City. Proposers must be prepared to invest the time and resources in the proof-of-capabilities to be successful with this procurement. The City will provide the agenda, scripts, data, and other relevant documentation prior to the scheduled POC.

It is the City's intention to negotiate a final agreement upon successful completion of the POC demonstration. If the finalist's solution fails to satisfy the needs of the City, the City will proceed with the next highest scoring Proposer.

2.2 RFP Coordinator

All communications concerning this RFP must be submitted in email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP.

Rod Van Buskirk – Project Manager

rvanbuskirk@cityofranchocordova.org

Proposer contact with anyone else in the City is expressly forbidden and may result in disqualification of the proposer's bid.

2.3 Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

2.4 RFP Amendment and Cancellation

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. If an amendment is issued, it will be provided to all proposers submitting a Letter of Intent to Propose. (Section 2.6). Proposers will respond to the final written RFP and any exhibits, attachments, and amendments.

2.5 Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted in writing, via e-mail to the RFP coordinator (Section 2.2) before the date identified in the Schedule of Events (Section 2.1). Proposer questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Copies of all written questions and the City's responses will be emailed to all Proposers submitting a Letter of Intent to Propose (Section 2.6).

2.6 Letter of Intent to Propose

Each proposer who plans to submit a proposal should register by submitting a letter indicating a Proposer's intent to respond to this RFP. The letter of intent should be emailed to the RFP Coordinator no later than the Letter of Intent to Propose deadline date (Section 2.1).

Proposers may withdraw their Letter of Intent to Propose at any time before the deadline for submitting a proposal.

The following information should be included in the Letter of Intent to Propose:

- Proposer name
- Name and title of proposer main contact
- Address, telephone number, and email address of proposer's main contact
- Signed Statement of Intent to Propose

Submittal of a Letter of Intent to Propose, by the specified deadline, is a highly desired prerequisite for submitting a proposal, and is necessary to ensure a proposer's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent is not intended to bind Proposers to submitting a proposal.

2.7 Proposal Submittal

Proposals will be submitted no later than the Proposal Deadline time and date detailed in the Schedule of Events (Section 2.1). (Note: it is the City's recommendation that the delivery method chosen require receipt confirmation.) Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service.

Proposers will respond to the RFP and any exhibits, attachments, or amendments as detailed in Section 5 of this RFP. A proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified.

Proposals may not be delivered orally, by facsimile transmission, by email, or by other telecommunication or electronic means.

Proposers must submit in a sealed package one (1) original, signed Master; and one (1) electronic copy (pdf format) submitted on an USB "thumb" drive. The original signed master must be prepared on standard 8½" X 11", two-sided paper. The package should be clearly labeled:

Attention: City of Rancho Cordova, Rod Van Buskirk -Project Manager

*Proposal for Infrastructure Asset Management System**Name of Proposer**Proposer's Address**Proposer's Contact Person**Proposer's Telephone Number*

The proposal package should be mailed, couriered, or hand delivered to the City of Rancho Cordova, 2729 Prospect Park Dr. Rancho Cordova, CA 95670, Attention Rod Van Buskirk.

All proposals must be received by the City by the date and time shown in the Schedule of Events (Section 2.1). Proposals received after this time and date will be returned unopened. Postmarks will not be accepted as proof of receipt.

2.8 Proposal Evaluation

The City reserves the right to reject all proposals or make no award, require modification to initial proposals, or make partial or multiple awards.

An Evaluation Committee shall review all proposals to determine which proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will continue in the evaluation.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the City
- Proven technical ability to design, install and support the proposed system
- Demonstrated ability to work in a cooperative and collaborative manner with clients
- Anticipated value and price
- Perceived risk or lack thereof
- Company financial stability
- References
- Results of interviews and demonstrations
- Ability to prepare and execute a contract in a timely manner
- Commitment to continually evolve the system to remain current with best practices

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the proposer shall put such clarifications in writing.

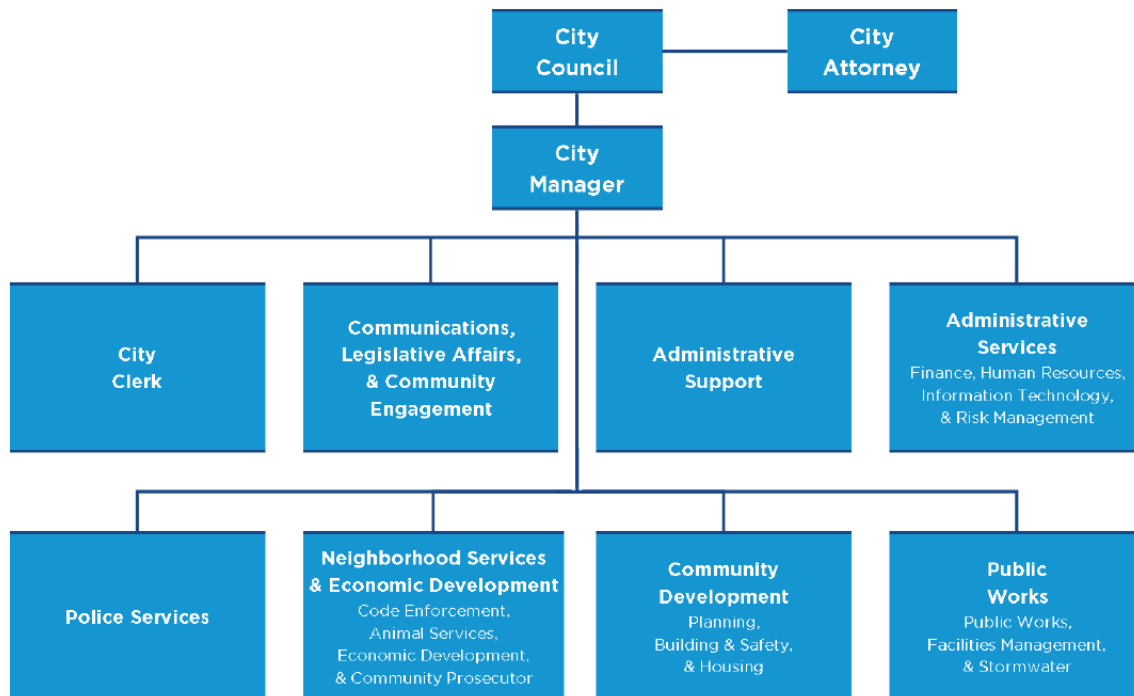
2.9 Public Records Law

Pursuant to California Government Code Section 6250, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to this code section.

3.0 City Organization, Operational Metrics and Technical Environment

The City of Rancho Cordova is a general law city operating under the council-manager form of government. The City organizational chart is presented in Figure 1, Rancho Cordova Organization Chart.

The City Council consists of five representatives elected at large to four-year overlapping terms.



The positions of Mayor and Vice Mayor are chosen by the City Council through policy direction determined by the City Council. The Council is the policy and legislative body of the City and formulates policies in response to the needs, values, and interests of the citizens of Rancho Cordova. The Council hires the City Manager and City Attorney and makes appointments to boards and commissions.

The City Manager's mission is to carry out the policies and programs approved by the City Council and to provide administrative leadership.

3.1 City Clerk

The City Clerk's office publishes the Council meeting agendas, documents all of the laws that are made, prepares for Council meetings, administers elections, and keeps all of the important City

records. The City Clerk's Department is the link between the public, the City Council, and other City departments.

3.2 Communications, Legislative Affairs & Community Engagement

- 3.2.1 Communications Division** provides integrated marketing and communications capabilities for the City, including strategic communications, media relations, and media training, news content, social media content and management, web content and mobile application management, publications development, graphics design and video coordination, event planning, internal communications and crisis communication.
- 3.2.2 Legislative Affairs Division** provides bill tracking, analysis, position support, and advocacy coordination.
- 3.2.3 Community Engagement Division** provides neighborhood engagement, volunteer program management beautification strategy and implementation, and community relations through City events.

3.3 Administrative Services

The Administrative Services Department is responsible for meeting the needs of both internal departments and external customers. The Department ensures that City departments have the resources they need to operate effectively.

- 3.3.1 Finance Division** is responsible for the safeguarding and accounting of the City's financial assets. This includes the development and management of the budget, reporting of financial information to the City Council and various regulatory agencies, completion of the annual audit process, and investment of the City's assets in accordance with the City's investment policy. The Division also handles payroll, accounts payable, accounts receivable and business license.
- 3.3.2 Human Resources Division** oversees the City's employment process including recruitment, employee development and training, payroll support and benefit administration. The Division ensures compliance with applicable laws and coordinates the employee evaluation process.
- 3.3.3 Information Technology Division** maintains the City's network infrastructure and applications to ensure that critical City operations are able to operate 24/7. The

Division support initiatives within departments to enable greater efficiency through the use of technology and also manages the City's Geographic Information Systems (GIS).

3.4 Police Services

The Rancho Cordova Police Department works to make the City of Rancho Cordova a safe place to live and work by forming partnerships with its citizens and businesses. The City contracts for police services with Sacramento Sheriff's Department. The Department maintains different divisions to serve the City.

- 3.4.1 Patrol Division** responds to emergencies, alarms, reports of crime and miscellaneous calls for service 24-hours a day, 7-days-a-week.
- 3.4.2 Community Service Officer Program** is the use of civilians to handle a variety of police related calls for service such as initiating police reports, providing traffic control, tagging and towing abandoned vehicles.
- 3.4.3 Motorcycle Traffic Enforcement Unit** is responsible for traffic safety through the use of educations, engineering, enforcement, and encouragement.
- 3.4.4 Problem Oriented Policing Unit** proactively solves issues in the community through innovation and strategic policing methods. In concert with civilian staff, this unit resolves criminal activity, quality of life, and general nuisance issues throughout the City.
- 3.4.5 Crime Prevention Unit** mobilizes agency and community resources to create a safer and healthier environment in the community and increase the quality of life for the citizens.
- 3.4.6 Crime Suppression Unit** takes a proactive approach to combating crime and to assist patrol officers in addressing their community policing projects.
- 3.4.7 Investigative Unit** is responsible for conducting follow-up investigation on criminal cases to present to the Sacramento County District Attorney's Office for prosecution.

3.5 Neighborhood Services & Economic Development

The Neighborhood Services & Economic Development Department encompasses Code Enforcement, Animal Services, Community Prosecutor, and Economic Development.

- 3.5.1 Code Enforcement Division** enforces a broad range of public health and safety regulations including housing, zoning, health, environmental, public nuisance, and other safety codes that are designed to maintain a healthy, safe and clean environment, carry out land use policy, and preserve the quality of life standards that residents and businesses enjoy in within the City.
- 3.5.2 Animal Services Division** ensures protection, promotion, and respect for the well-being of animals within the City. The Division provides professional services and education on pet licensing and vaccination requirements. The Division issues pet licenses, investigates animal cruelty cases, and reunites pets with owners. In addition, the Division promotes responsible pet ownership and reductions in pet overpopulation.
- 3.5.3 Community Prosecutor** prosecutes certain violations of the City's Municipal Code and acts as a liaison between the City and the court system. The Community Prosecutor is responsible for representing and ensuring the City's best interests in criminal actions as well as special prosecutions.
- 3.5.4 Economic Development** provides leadership on developing and implementing key programs that fuel the local economy and improve the quality of life for City residents such as revitalization, business retention and expansion, retail recruitment, business development and innovation, marketing and image, and toolbox development.

3.6 Community Development

The Community Development Department includes the divisions of Planning, Building & Safety, and Housing. The department is responsible for planning and implementing the growth and physical development of the City in an efficient and comprehensive manner to ensure the successful enhancement of the community with safe and high-quality development projects. Additionally, the department is responsible for providing community oriented programs and services that are aimed at: strengthening and revitalizing neighborhoods, providing affordable and safe housing opportunities, and forming partnerships that maximize social and economic opportunities within the community.

- 3.6.1 Planning Division** is responsible for preparing and implementing a comprehensive set of policies and development plans to ensure that future growth is well planned, attractive, sustainable and responds to the needs of the community. To accomplish these tasks, the division implements the goals, policies, and objectives of the City's General Plan, which is the 20/30-year vision for the build-out of the community. Additionally, the division relies on the development and design standards of the City's

Zoning Code, which defines allowable uses and specific details for the multiple types of land uses within the City.

3.6.2 Building & Safety Division is responsible for reviewing construction plans, issuing building permits, and performing field inspections to ensure that all development projects meet all applicable State and local building codes and safety standards. This includes all new construction projects as well as maintenance and repair projects or rehabilitation projects.

3.6.3 Housing Division is responsible for the maintenance and implement of the Housing Element of the City's General Plan which includes preservation, improvement and expansion of affordable housing opportunities, as well as responding to the challenge of the special needs population.

3.7 Public Works Department

The Public Works Department encompasses engineering services and maintenance of the public infrastructure including stormwater, facilities, and Kilgore Cemetery. Public Works manages the City's Capital Improvement Plan to provide project development, implementation, construction management and inspection, road maintenance, traffic safety, drainage services, solid waste management, plan review and development services, infrastructure financing, and special projects.

3.7.1 Engineering Division is responsible for plan review and permitting, review and approval of final subdivision maps, parcel maps, and certificates of compliance with technical accuracy. The Division reviews and inspects all site and civil design elements. This includes street work, sidewalks, curbs, gutters, bridges or any work being performed in the City right-of-way. The Department issues encroachment permits, transportation permits, street use permits and tree removal permits.

3.7.2 Maintenance Division is responsible for the City's infrastructure system including preventive maintenance and repairs. The selection, procurement, and implementation of a new Infrastructure Asset Management System is primarily for this Division.

3.7.3 Facilities Management Division provides a safe, healthy, and productive working environment and ensures all City facilities and their operations comply with current laws and regulations. The Facilities Division also coordinates and manages all rental space on City property.

3.8 Rancho Cordova Metrics

Metric	Information
Population	73,872
Land Area	35 Square Miles
Parcels	22,764
GIS Layers	140 feature layers
Number of Desktop Asset Mgmt Application Users	
Public Works	7
Other	3
Number of Mobile Asset Management Users (future)	
Public Works	5
Other	1

3.9 Operational Volumes

Infrastructure Assets	Count
Stormwater	
Lift Stations	6
Storm Inlets	10,529
Storm Mains	16,548
Storm Manholes	5,389
Storm Nodes	1,301
Storm Storage Basins	5
Appurtenances	299
Bridges	50
Landscape	36
Street Lights	5,012
Street Segments	3,816
Street Signs	11,642
Street Signals	111

Activity	Annual Volume
Work Orders Created	8,058
Service Requests Created	1,655

3.10 System Interfaces

System	Version	Description
ESRI GIS	ArcGIS Desktop – v10.5 ArcGIS Pro – v2.0 ArcGIS Server 10.3+ ArcGIS Online	Geographic Information System
Microsoft Great Plains	GP 2010	ERP general ledger and cashiering
Fresh Connect	Accela CRM	Citizen reporting of issues to Code Enforcement and Public Works maintenance
IVR	Voice4Net	Citizen building inspection status and scheduling
EMAIL	Exchange 2010	City email service
PetPoint	Hosted	Animal Licensing

3.11 Current Technical Environment

The following table identifies current technology standards for the City. Vendors will be required to confirm their ability to meet/integrate with these standards or propose alternatives.

Technology	Standard
Database	SQL Server 2016
Server OS	Windows Server 2016
Desktop OS	Windows 10
Server Hardware	VMware (Virtualized Servers)
Desktop Hardware	VMware (Virtualized Desktops)
Laptop/Mobile Hardware	Intel Core i7 / 8gb+ RAM
LAN/WAN	LAN - 1 GB WAN - 100Mb
Office Productivity	Office 2016
Browser	IE/Chrome (Latest Versions)
Email Server/Client	Exchange 2010/365
Virtual Environment	VMware

The City is operating in a 100% virtualized infrastructure using VMware vSphere 6.5 with 7 ESXi hosts, 3 dedicated to running servers (Windows Server 2016) and 4 dedicated to running the VDI. The virtual desktops run on VMware Horizon 7, desktops are managed using Unidesk 3. The desktops are using Windows 10. The City runs approximately 50 virtual servers and 130 virtual desktops. The virtualized environment is backed by Nimble Storage SAN, with approximately 18TB of raw space, with compression and deduplication this is nearly doubled. The network infrastructure is built using Meraki cloud managed switches and access points along with Palo Alto firewalls. Backup and replication is driven by Veeam Backup & Replication software.

4.0 Infrastructure Asset Management System Objectives

The City is seeking an integrated “off-the-shelf” solution that will meet its core requirements out of the box with minimal modifications. The goal of this strategy is to optimize system utilization for all users, improve response times, reduce errors, reduce manual efforts, improve analytical capabilities, and improve customer service. The City intends to minimize its total cost of ownership without any degradation in performance and level of service, and to implement a system in which it can remain on the system’s upgrade path with minimal cost and business impact. In this regard, the City views mobility and GIS-enablement as foundational elements for improving asset/maintenance efficiencies and achieving desired levels of performance.

The integrated modules and/or main functional areas for this project include:

- Asset Record Tracking
- Asset Lifecycle Management
- Parts/Supplies Inventory
- Preventive Maintenance/Scheduling
- Work Management
- Work Order Billing
- Reporting

Facilities maintenance and management for our buildings and other vertical assets are not in the scope of this project, but we would like to know if your product has facilities (i.e., vertical asset) maintenance as a module or functionality. The City is not seeking asset monitoring solutions (such as IoT sensors or CCTV inspection technologies); but, we would like to know if your product does integrate/utilize those technologies.

The City is seeking a commercial off the shelf (COTS) solution that is a fully integrated, real-time solution, preferably a Windows-based and web-enabled application. The City will modify, as appropriate, its existing processes to implement best business practices to support the business functions.

The City’s current Infor/Hansen software includes Planning, Building Permits and Inspections, Business License, Code Enforcement, Public Works Asset Management and Storm Water. These are to be replaced with a new Enterprise Land Management System and the Infrastructure Asset Management System.

This section identifies key features, functions, and capabilities the City is seeking from the new system and is provided as a guideline for the functionality and requirements desired of the new Infrastructure Asset Management System. Proposers must respond to specific application functionality as detailed in Section 5 of this RFP.

4.1 General System Characteristics

The solution will provide a platform to support the City's lifecycle management of infrastructure assets for engineering, operations and maintenance staff in Public Works. The expectation is that workflow and data management related to these internal operations will be integrated within the solution, which must comply with the following general requirements:

- A cloud based interface utilizing an "in-the-Cloud" model OR a City-hosted SQL Server based model (provide/discuss options for both)
- Web Based Work Order Lifecycle management
 - Manage work order(s) from the request phase to post completion
 - Ability to assign request(s) to at least one field tech
 - Ability to attach parts used to complete a work order
 - Ability to assign a category, priority, status and due date to a work order
- Mobile Field Computing
 - Access work orders from mobile devices (smartphones and tablets)
 - Update work orders from mobile devices (smartphones and tablets)
 - Take and attach pictures to work orders
 - Change status of work order
- GIS Integration including use of versioned SQL Server feature classes and related tables via ArcGIS Server feature and map services
- Web based solution with responsive design for record access and processing
- Enterprise integration achieved through built-in configuration tools, APIs, standards based ODBC and/or batch file processing
- Automate workflows to comply with asset/maintenance rules, notifications, and record requirements
- Preventive Maintenance (PM)
 - Store information (add & update) on assets

- Store information (add & update) on PM schedule(s) for each assets
 - Store information (add & update) on parts needed to successfully complete each PM for each asset
 - Checklist for completing PM on each asset
- Produce user defined reports that enable data point inquiry throughout the systems database and inclusion of data elements from any tables therein
- Ad hoc Report Writing
 - Standard pre-built reports specific to each set of users
 - Ability to create ad-hoc reports
- Support equipment and inventory tracking, including inventory controls that enable warehouse, bin and lot control to support LIFO/FIFO management
- Database manipulation through scripting to support mass update, insert, delete as well as programming and data analysis

4.2 Reporting

Activity reports are required with various frequencies (monthly, quarterly and annually). Comparative reports with the current month compared to the same month last year, and year-to-date information for the current year and previous year are minimum requirements. The ability to easily generate ad hoc reports and the ability to export data to MS Excel is desired. Activity reports by asset class, work order type, project, etc. are examples of ad hoc reports that may be necessary. GIS-enabled presentation of reporting/analytic results is also desired.

4.3 Data Conversion

Conversion of the operational data stored in the existing Infor system including public works asset information and work orders may be required. The City may request the new system provider to assist with the conversion of historical data from the Infor system so that the data is available and fully searchable in the new system. The City will be responsible for “scrubbing” data; however, the new system vendor will be required to assist with mapping data from Infor to the new system.

At this time the City expects it will require assistance with the data conversion and a separate fixed cost proposal may be requested after the scope of work is defined. Proposers must provide a narrative as to their approach to data conversion and the specific responsibilities of the City to ensure a successful conversion. See Section 5.

4.4 Interface Requirements

The City requires the proposed solution to interface with ERSI ArcGIS as described in Section 4.5. Interface to the existing Great Plains Finance may not be required as the City plans to replace that application with a current industry standard ERP system during 2018. Manual data transfer of financial data may be acceptable at this time.

The City is selecting and implementing a new Enterprise Land Management System this year, which will automate processes for planning, permitting, code enforcement, business licensing, and cashing. This new system will also provide a new Service Request Portal for residential and commercial customers within our City limits. It is expected that Services Requests will need to be interfaced with the new IAM System; Service Requests must be able to trigger new Work Orders in the IAM System, and the close-out of those Work Orders will need to trigger a close-out of the Service Request in the Enterprise Land Management System.

4.5 Geographic Information System (GIS)

The City maintains a robust GIS system in the Information Technology division. The system is ESRI based and utilizes ArcGIS Server and ArcGIS Online for access to the data. The City is interested in maintaining its current GIS platform and is requiring that the new Infrastructure Asset Management System interface with the GIS platform such that the GIS database can continue to be used in its core format, without having to upload/download and change file structures.

GIS-enabled capabilities that the City is seeking include:

- Ability to interface with the GIS platform such that the GIS database can continue to be used in its core format, without having to upload / download and change file structures
- Ability to consume ArcGIS Server published map services within the IAM System. The published content which will serve as the basemap for the IAM mapping module and GIS-enabled mobile applications. This includes basemap datasets including parcels, streets, addresses, and aerial photography.
- Ability to consume additional ArcGIS Server published map services within the IAM System, including mobile applications. This includes infrastructure assets, public works service zones, easements, etc.
- Ability within the IAM System to quickly allow a user to bring up a map view of the selected asset record from desktop, tablet, and smartphone devices.

- Ability to geospatially reference facilities/equipment within the IAM System, ensuring asset and work order data are integrated.
- Ability to view geospatial data (i.e. parcels, addresses, building foot-prints, streets, etc.) from within the IAM System's geo-viewer capability; ability to view geospatial location of maintenance crews, trucks, and equipment.
- Ability for users to utilize a geo-viewer capability within the IAM System to initiate/view a work order.
- Ability to support the synchronization of City GIS data with IAM System asset information (either in near real-time throughout the day or, at a minimum, once each evening).

5.0 Vendor Response

5.1 General Instructions

The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's company, qualifications, proposed solution, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Sales and marketing brochures are not necessary or desired.

Proposals must be organized consistent with the outline provided in this section of the RFP. Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the City's information requirements.

The City anticipates that the selected Proposer will need to provide the following services:

- **Project Management:** The selected Proposer is expected to designate a project manager who will be the central point of contact and be responsible for ensuring that the Proposer's planned activities, tasks, and deliverables are completed as scheduled. The selected Proposer's project manager will also be responsible for tracking any issues related to the Proposer's completion of the planned activities, tasks, and deliverables and provide periodic reports for each City's project manager
- **Software installation and configuration:** The selected Proposer will be expected to assist the City in the installation and initial configuration of the Infrastructure Asset Management System software if an on-premise solution is selected
- **Implementation consulting:** The selected Proposer will be expected to work with the users to configure the Infrastructure Asset Management System software to enable them to obtain the greatest possible benefits and efficiencies. The selected Proposer will also be expected to assist the City in the migration of information from the Infor system to the Proposer's software
- **Training:** The selected Proposer will be expected to provide direct training services for the users including training for "super" or administrative users, supervisors, and line staff. Although the selected Proposer may employ computer-based training, it is expected that trainers will be physically on-site at the City during the implementation

- Documentation: The selected Proposer will provide documentation including, but not limited to, system administration and operations documentation, application technical documentation, and training materials
- Post-Implementation support: The selected Proposer will be expected to have staff on site for at least five days following implementation and then available remotely, on-call, for a further ten days following implementation, to expedite the resolution of any issues or problems that occur.

5.2 Proposal Format

Proposals must be structured, presented, and labeled in the following manner:

- Cover Letter
- Table of Contents
- Section 1 – Executive Summary
- Section 2 – Company Background
- Section 3 – Company Qualifications
- Section 4 – References
- Section 5 – Proposed Solution
- Section 6 – Implementation Approach and Work Plan
- Section 7 – On-going Maintenance and Support
- Section 8 – Pricing
- Section 9 – Software Licensing and Maintenance Agreements
- Section 10 – Completed Requirements Matrix

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Cover Letter

The proposal must include a cover letter that provides the following;

- Proposer's legal name and corporate structure
- Proposer's primary contact to include name, address, phone, and email

- Identification of use of subcontractors and scope of work to be performed by subcontractors; identification of any other third-party solutions to be proposed to address all requested functions/features
- Identification of any pending litigation against the Proposer
- Disclosure of relevant financial details to allow the City to determine vendor viability; disclosure of any bankruptcy or insolvency proceedings in the last 10 years
- Statement indicating the proposal remains valid for at least 120 days
- Statement that the Proposer or any individual who will perform work for the Proposer is free of any conflict of interest (e.g., employment by the City)
- Statement of acknowledgement that the City's legal documents have been reviewed and accepted with or without qualification including Appendix A, Services Agreement and Insurance Requirements. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications are noted, the City will assume that the Proposer is capable of performing all normal tasks and services without reservation or qualification to the contract
- Signature of a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.

Table of Contents

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

Section 1 - Executive Summary

This section of the proposal should provide a brief and concise synopsis of Proposer's proposal and a description of the Proposer's credentials to deliver the services sought under the RFP.

Section 2 – Company Background

This section of the proposal should identify the following items and should not exceed five (5) pages:

- A brief description of the Proposer's background and organizational history
- Identify the location of headquarters, technical support, and field offices
- Identify the location of the office which would service the City

- Identify Proposer's annual company revenues and profit for the last three company fiscal years.

Section 3 – Company Qualifications

The Proposer should identify company qualifications and experience in implementing solutions similar to what the City is seeking:

- Describe the Proposer's familiarity with Asset/Work Management solutions
- Identify the Proposer's existing client base including the number of existing clients using the version/release of the software being proposed
- Clearly identify the number of public agency installations for the version of the Infrastructure Asset Management System solution being proposed.

Section 4 - References

The Proposer must provide at least five references with at least three of the references for systems that have been implemented in the last five years. The City prefers references from municipalities of similar size and complexity to the City and located in the State of California. For each reference, Proposer must provide the following information:

- Reference name and contact information (i.e. name, title, address, phone, and email)
- Brief project description, including identifying the software version and modules implemented
- Implementation date
- Implementation timeline and cost.

Section 5 - Proposed Solution

In this section of the proposal, the Proposer should identify the proposed solution up to and including the following:

- Provide a brief solution overview identifying origin of system, release history, current release being proposed, and number of operational installations for the proposed software solution;
- Identify any additional functionality or recommended modules or services that were not identified in RFP Section 5 but that the Proposer recommends that the City consider; include a description of the features and functions of each additional proposed module;

- Describe alternative service delivery models (i.e. pay-as-you-go “pure” Software-as-a-Service, Vendor Hosting of the City’s configured solution, On-Premise) available to the City and indicate how these might impact the proposed solution;
- Confirm ability to conform to the requirements in RFP section 3.11 Technology Environment or clearly articulate proposed alternatives;
- Describe Proposer’s conversion methodology and approach to meet the City’s request to retain and convert all of the data from the current Infor system. The City may extract information from the Infor system and provide a file for the Proposer to upload into their software. Please discuss the approach you would use, or have used, to assist with data conversion activities as discussed in Section 4.3.
- Describe Proposer’s interface methodology and approach to meet the City’s requirement to connect the proposed solution to the City’s ERSI ArcGIS, Enterprise Land Management System, and Voice4Net’s IVR. See Section 4.4.

Section 6 - Implementation Approach and Work Plan

The Proposer should identify the proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by the Proposer and those to be performed by the City. The Proposer should clearly indicate the City resource requirements needed to meet the vendor proposed schedule and:

- Describe your implementation and project management methodology and approach to ensure a successful implementation;
- Provide a project organization chart highlighting the key staff who will be assigned to the project. Provide biographies for the project manager and other key assigned resources;
- Provide a detailed work plan that identifies major activities, tasks, deliverables, and resources. The work plan should assume that project will kick-off within two weeks of the approval of the contract by the Rancho Cordova City Council;
- Describe the roles and responsibilities of City staff during implementation. Include the minimal and optimal number of City staff members (with job category) and the expected role and level of effort during each phase of the project;
- Describe the roles and responsibilities of the City staff required to maintain and update the system during the first 5 years. Include the minimal and optimal number of City Staff members (with job category), the expected role and level of effort on an on-going basis;
- Describe your change management methodology and activities that will be performed during the implementation.

- Describe your user acceptance methodology and the responsibilities of City staff during testing.
- Describe your training methodology and how you ensure users are prepared to use the Infrastructure Asset Management System; and
- Describe how the use of any alternative service delivery models would impact the proposed implementation approach, work plan, and City staff level of effort.

Section 7 – On-Going Maintenance and Support

In this section of the proposal, the Proposers should address the following items in a concise manner:

- Describe ongoing maintenance, release / upgrade, and support capabilities and services. At a minimum, Proposers should address the following items:
 - Help desk processes and procedures
 - Hours of support (stated in Pacific Standard Time)
 - Escalation procedures
 - Response time commitments;
- Identify if there are solution user groups and / or user conferences;
- Describe the frequency that application patches and releases have been made available within the past 3-4 years. In addition, clearly identify the roles and responsibilities of the City to complete updates (in both Vendor-Hosted and On-Premise alternatives).
- Recommend the hardware configuration and specifications required for the new system. State if your proposed solution will operate effectively in the City's environment as described in Section 3.11.

Section 8 - Pricing

The City seeks a clear and comprehensive understanding of all costs associated with the Infrastructure Asset Management System, implementation and ongoing maintenance of the proposed system. In this section, the Proposer must itemize all costs associated with the implementation and ongoing maintenance. The City will evaluate proposals based on the "Total Cost to Implement (TCI)" and the "Total Cost to Operate (TCO)". TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus four years of annual maintenance fees.

The City intends to purchase any required hardware and database software independently based on recommended standards provided by the Proposer if required for an on-premise solution.

The Proposer's price sheet(s) must identify all costs required to complete a successful implementation to and must include, but not limited to:

- Solution Pricing (Local)
- Software Licensing and Maintenance Costs
- Solution Pricing (Hosted)
- Software Hosting Costs (if applicable)
- Implementation Services
- Software Installation and Configuration (including queries and reports)
- Project Management
- Business Process Review (if applicable)
- Quality Assurance and Testing (including UAT - user acceptance testing)
- User Training (Initial and on-going)
- Documentation
- Change Management
- Knowledge Transfer / Technical Training
- Interface Development
- Post-Implementation Services (including Post-Implementation Review, and Continuing User and Technical Training)
- 3rd party products required / recommended for the Infrastructure Asset Management System (i.e. software, hardware)
- Optional Offerings
- Professional Services Rates
- Consultant travel and expenses.

The City will provide Proposers an electronic (MS Excel) spreadsheet with a pricing template **that must be completely filled out** and included in Proposer's response under separate cover. The City will evaluate Proposer price proposals based solely off the information provided in the

pricing templates. The templates provide space for Proposers to identify any assumptions or comments that will ensure the City understands what is being proposed.

- **Local Software Licensing and Maintenance Price Sheet** – This section of the pricing proposal should clearly identify the proposed software modules that are required to meet the RFP requirements. Proposers are strongly encouraged to provide a detailed breakout of software module pricing in order to help the City assess the cost of the proposed solution. Proposers must identify the number of user licenses being proposed for each module and clearly describe the basis for software licensing and method to justify number of licenses being proposed. In addition, the Proposer must submit ongoing maintenance and support pricing which clearly identifies the annual costs for four (4) years to include: Software maintenance, post-implementation support, and/or additional training
- **Cloud-Based/Hosted Software Licensing and Hosting Price Sheet (Use duplicate template of Local Software Licensing and Maintenance Price Sheet)** – This section of the pricing proposal is provided for those that wish to provide the City with a hosted system. Costs should clearly identify the proposed software modules that are required to meet the RFP requirements. Proposers are strongly encouraged to provide a detailed breakout of software module hosting costs in order to help the City assess the cost of the proposed solution. Proposers must identify the number of user licenses being proposed for each module and clearly describe the basis for software licensing and method to justify number of licenses being proposed
- **Implementation Services Price Sheet** – This section of the pricing proposal should clearly identify the quantity, hourly rate, and total cost for all professional services the Proposer will provide to ensure a successful implementation. Proposers are encouraged to provide a breakdown of the service categories that will be provided to support the implementation to allow evaluators to understand the level of effort, resources, and cost of services
- **Interface Services Price Sheet** – This section of the pricing proposal should clearly identify the one-time and annual costs associated with providing the interfaces, exports and imports of data with other systems if not defined as part of the proposed solution
- **3rd Party Products Price Sheet** – This section of the pricing proposal should clearly identify any third-party software and/or specialty hardware that will be required to fully implement the proposed solution to meet the RFP requirements.
- **Optional Offerings Price Sheet** – This section of the pricing proposal should identify any optional product or service offerings the Proposer would like the City to consider. The City is interested in understanding and evaluating other products and services of the

Proposers. If Proposers believe they have additional products and services that may be of interest to the City, please itemize that information in the Optional Offerings Price Sheet.

- **Consultant Travel** – This section of the pricing proposal should clearly identify the projected travel costs associated with Proposer’s implementation services. The Proposer should identify the anticipated number of trips, days of service per trip, and estimated per trip cost. The City will reimburse the selected Proposer based on actual trip expenses supported by receipts and documentation.
- **Professional Services Rate Price Sheet** – The City seeks hourly pricing for additional services that may be required during the implementation. Proposers should provide an hourly rate for any professional services categories offered as part of the proposal. If necessary, the City will use these rates to purchase additional services.

Section 9 – Software Licensing and Maintenance Agreements

Please provide your company’s standard/sample Terms and Conditions.

Section 10 - Requirements

Proposers are required to fully address this section in their proposals. This section consists of a series of tables that must be thoroughly completed.

- Check YES if the proposed solution meets the requirement (No additional information/explanation is required)
- Check NO if the proposed solution does not meet the requirement (No additional information/explanation is required)
- Fill-In ADDITIONAL INFORMATION/EXPLANATION if requirement will be met via a workaround, through software customization, or if Proposer wishes to present benefits or opportunities related to their solution.

Proposers are to respond with a single option and may provide a written response to a requirement to clarify their response. It is important to note that the level of detail must be sufficient to allow the evaluators to understand your product's features, functions, capabilities and shortcomings/challenges. Proposers can supplement their response using additional product information as an attachment to their proposal. However, at a minimum, Proposers must provide a written summary response at the module level such that the evaluators can obtain an adequate understanding of how the proposed solution will meet the City's needs.

General Requirements	Yes	No	Additional Information/Explanation
Vendor Viability/Market Strength & Presence			
1. Vendor has provided the business/financial background to show long-term viability. Vendor can demonstrate the financial/market strength to complete the contract (and stay in business for years to come).			
2. Vendor has been in business at least 5 years and has a robust support organization.			
3. Vendor has proven success, demonstrated by references provided with this proposal as well as market presence.			
4. Vendor has implemented its software offering in California municipalities of similar size and complexity to the City of Rancho Cordova.			
5. Vendor has the internal resources to implement and support its product(s) without having to rely on third-party consultants, systems integrators, or other business partners.			
Local Government / Public Works Knowledge			
6. Vendor's technical people understand both the technical complexities of the software but also the language and workflows of Public Works Departments within municipalities. It is important that the vendor's computer people have experience with asset/maintenance management.			
7. Vendor has implemented its software offering in California municipalities of similar size and complexity to the City of Rancho Cordova and its Public Works Department.			

General Requirements	Yes	No	Additional Information/Explanation
8. Vendor's software has strong capabilities and long experience supporting Public Works Asset Management.			
Implementation / Hosting / Support			
9. Provide On-Premise Implementations; vendor provides all services in support of On-Premise Implementations without relying on third-party consultants and/or systems integrators			
10. Provide Vendor-Hosted software applications for an Annual Support/Subscription Fee; vendor provides all services in support of "SaaS" or "In-the-Cloud" Implementations without relying on third-party consultants and/or systems integrators			
11. Vendor can offer either On-Premise or SaaS Hosting; for the vendor, it doesn't matter – they are effective implementers with either alternative.			
User Interface			
12. The user interface should be browser based (and, preferably, browser independent)			
13. The user interface should follow a set of rules consistent with web-based applications, e.g. "F1" for help, "Ctrl-P" for print, "Ctrl-S" for save, etc.			
14. The users should be able to visually identify mandatory fields and unused fields should not be included on any screens			
15. The City should be able to add user-defined fields to screens and tables and to use these fields in reporting, without having to write code.			
16. The user screens should highlight the status of workflows or work cycles.			

General Requirements	Yes	No	Additional Information/Explanation
Error Handling			
17. Provide field validation (i.e. for date and number fields that are validated against tables or specific values in a pulldown list			
18. Validate mandatory fields before allowing user to progress to the next screen and/or save the record			
19. Prompt user before taking irreversible actions			
Workflow Automation/Management			
20. Provide best practice workflow templates for core transactions			
21. Allow the City to configure workflows based on business rules			
22. Workflow capabilities should exist for all transactions with sequential activity			
23. Automatically notify a user when action is needed			
24. With interfacing to other applications (such as Land Management, Permitting), generate email alerts/notifications when there is an annexation, rezoning, or new planned land use (to enable more proactive asset/maintenance resource planning).			
Information Exchange / Systems Integration			
25. The solution should provide an Application Program Interface (API) that enables the City to define both the inbound and outbound interfaces using a variety of protocols including, but not limited to, XML, delimited ASCII and .txt files.			

General Requirements	Yes	No	Additional Information/Explanation
26. The API should provide the ability to specify the editing criteria (including both field validation and consistency edits) to be applied to inbound transactions.			
27. The API should be linked to both workflow and business rules so that the City can specify conditions which trigger the generation of an outbound interface transaction.			
28. Existing interface with ESRI ArcGIS and ArcSDE (note versions)			
29. Interface with Service Request systems (note if this is with CRM, CIS, or other third-party service request systems)			
30. CCTV Integration (note the CCTV systems to which your solution has already been integrated with)			
31. FIS/ERP Integration, for financial data, inventory management, and purchasing (note the third-party vendors/products to which your solution has already been integrated with)			
32. Enterprise Content/Records Management System Integration, for storage and linking of electronic documents (note the third-party vendors/products to which your solution has already been integrated with)			
Data Inquiry, Reporting and Analysis			
33. Enable staff to create and/or obtain reports or to export data with minimal training or assistance from the IT Department; provide on-screen inquiry and ability to print results			

General Requirements	Yes	No	Additional Information/Explanation
34. Provide robust search/inquiry capabilities for data analysis and inquiry. Examples include: <ul style="list-style-type: none"> a. User-selectable search criteria including ranges b. Ability to perform searches or a combination of fields using “and” “or” conditions c. Search “null” values d. Search with wildcards e. Apply “contains”, “greater than”, “less than” and “between modifiers 			
35. Provide the ability to limit queries and reports by default to the user’s organization/sub-unit and security profile			
36. Provide the ability to easily export search results directly to Excel, .PDF, etc.			
37. Provide the ability to save frequently run inquiries/reports to personal and/or workgroup favorites			
38. Provide the ability to publish inquiries/reports for use by other staff with system access and with results constrained based on the security profile of those users			
39. Provide the ability to schedule when reports are run under automatic control			
40. Provide ability to modify existing inquiries and reports to include new data elements			
41. Ability to provide a standard set of reports essential for best practice asset life-cycle management (please list all out-of-the-box reports in your proposal)			

Work Management	Yes	No	Additional Information/Explanation
Service Requests			
1. Interfaces with Service Requests created via the City's CRM or Land Management System; Service Requests from these other systems can trigger a Work Order in the Infrastructure Asset Management System and keep the requestor updated as to status.			
2. Maintenance Supervisor can track number and type of Service Requests coming in along with the status of the triggered Work Orders.			
Work Orders			
3. Work orders classify all work by designated repair code (such as PM, corrective, breakdown, etc.)			
4. Provides an easy way to screen work orders generated by customer service requests before work authorization			
5. Automatically costs out work orders			
6. Provides status of all outstanding work orders; WOs can be easily displayed or printed			
7. Records service calls with automated time/date stamping			
8. Mobile WO access in the field; receive WOs instantly via mobile tablet and/or smartphone; record time and materials in the field on mobile devices			
9. Field technicians can access work orders, view attached documents and files, and upload photos with a mobile phone or tablet			

Work Management	Yes	No	Additional Information/Explanation
10. Allows City personnel and citizens to have access to determine what happened to their Service Request / Work Order			
Labor Scheduling			
11. The system facilitates labor scheduling with labor standards by task; ability to sort and re-sort the open work orders by location of work, craft, or other ways			
12. System support labor/crew scheduling and routing; automatically provides geo-location of open work orders, crews, trucks, and equipment.			
Project Tracking			
13. Ability to track projects and related project activities, budgets, costs, and scheduling			
14. Project costs can be reconciled with the budgeted amount			
Reporting			
15. Display maintenance work performance metrics and historical trends via dashboard views			
16. System provides easy-to-use reporting capability (via Crystal Reports and/or SSRS)			
17. System provides pre-populated standard reports in addition to the ability to create new standard or ad hoc reports			

Asset Management	Yes	No	Additional Information/Explanation
Asset Data & Decision Making			
1. Asset data linked between City's ArcGIS and the Infrastructure Asset Management System			
2. Provides support for informed repair vs. replace decisions			
3. Provide field technicians, via mobile devices, quick access to asset specifications, manuals and other key asset information			
4. Search and filter options allow maintenance personnel to quickly find an asset and view its maintenance history, work in progress, inventory information, upcoming preventive work, etc.			

Parts / Supplies Inventory Management	Yes	No	Additional Information/Explanation
1. Enables materials requisition from within WO generation/review workflow			
2. Provides ability to include estimated or actual materials on a work order; if estimated, materials are then listed as reserved in the system to enable tracking back at the warehouse			
3. Records changes to inventory			
4. Allows City to track materials assigned by either City staff or provided by contractors			

Preventive Maintenance / Scheduling	Yes	No	Additional Information/Explanation
1. Preventive Maintenance (PM) schedules trigger auto-generated work orders; maintenance planners have access to automatic assignments, procedures and dispatching options			
2. Provides condition assessment forms, customizable to fit needs to different asset types; allow mobile access to condition assessment forms to readily log results of PM inspection tours			
3. Planned PMs generated by a pre-determined and customizable workflow/forms – including revolving tasks based on time intervals, the results of the last PM inspection, how long a piece of equipment has operated, or seasonal environmental changes			
4. PMs can be generated by location by task/activity to facilitate efficient use of people and minimize travel			

Software License and Maintenance Price Sheet

Generate and Submit a complete set of pricing sheets for each option: pure SaaS, Vendor-Hosting, and On-Premise.
An Excel workbook template is provided as a separate file with this RFP.

Proposer Name:

Description	# of Licenses	One-Time License Cost	Annual Maintenance Fee				Vendor Notes and/or Assumptions
			Year 1	Year 2	Year 3	Year 4	
System Modules							
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal - System Modules		\$ -	\$ -	\$ -	\$ -	\$ -	
Other Modules (i.e. tools, reporting, etc.)							
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
	-	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal - Other Modules		\$ -	\$ -	\$ -	\$ -	\$ -	
Total Application Licensing Fees		\$ -	\$ -	\$ -	\$ -	\$ -	

Implementation Services Price Sheet

Proposer Name:

System Modules				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - System Modules	-		\$ -	
Other Modules				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - Other Modules	-		\$ -	
Total - Implementation Services	-		\$ -	

3rd Party Products Price Sheet

Proposer Name:		
3rd Party Product Description	Cost	Notes / Assumptions
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total - 3rd Party Products	\$ -	

Optional Offerings Price Sheet

Proposer Name:		
Product/Solution Description	Cost	Notes / Assumptions
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total - Optional Offerings	\$ -	

Travel Price Sheet

Proposer Name:				
Trip Descriptions	# of Trips	Cost Per Trip	Total	Notes / Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Total Travel Expenses	-		\$ -	

Professional Services Rate Sheet

Proposer Name:		
Resource Category	Hourly Rate	Notes / Assumptions
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	

6.0 Appendix A – Consultant Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND

(Professional)

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and [REDACTED], a [REDACTED] ("Professional") as of [REDACTED], 20XX.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional 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 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 date first noted above and shall end on [REDACTED], the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Professional 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 Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 Assignment of Personnel. Professional 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, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Professional 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 Section 1.2 above and to satisfy Professional's obligations hereunder.

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

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions

and/or annuities to which Professional 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.** Professional 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;
 - 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 Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
 - The Professional's signature.
- 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 Professional.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (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 Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional 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 Professional 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 Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth 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.** Professional 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 Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Professional 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, Professional 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 Professional 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 Professional'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 beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance 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 Professional and its agents, representatives, employees, and subcontractors. Professional 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 to the City. Professional 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 Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Professional 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 Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those 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 Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be 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.

4.2.2 Minimum scope of coverage. Commercial general liability 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 (most recent edition), 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 an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are 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 five (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, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 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.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the 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.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional 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 Professional'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 Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City

of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional 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. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional 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.

- 7.2 **Compliance with Applicable Laws.** Professional 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. Professional'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, Professional 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.** Professional represents and warrants to City that Professional 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. Professional represents and warrants to City that Professional 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, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional 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 Professional under this Agreement. Professional 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 Professional thereby.
- Professional 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 Professional.
- Professional 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, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional 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. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional 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 Professional 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 Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional'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 Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional 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 Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be 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 Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional 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 Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional'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 Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional 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 Professional 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 Professional's Books and Records.** Professional 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 three (3) years, or for any longer period

required by law, from the date of final payment to the Professional pursuant to this Agreement.

- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional 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 TEN THOUSAND DOLLARS (\$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 three (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 Sacramento or in the United States District Court for the Eastern 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 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.** Professional 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.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.* Professional 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 Sections 1090 *et seq.* Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of

Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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 Professional shall be sent to:

Email Address (for Insurance Update Requests)

Any written notice to City shall be sent to:

10.11 Professional Seal. Where applicable in the determination of the contract administrator or when required by law, 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.

<p>_____ Seal and Signature of Registered Professional with report/design responsibility.</p>

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.13 IRS Form W-9. Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

[NAME, TITLE]

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____