



EAM Program
2005 Hilltop Circle
Roseville, California 95747

Request for Proposal (RFP)

Enterprise Asset Management (EAM) System

Integrator

Copies of this RFP are available at

www.roseville.ca.us/eu/news_n_information/request_for_proposal.asp. Proposers are encouraged to register by sending an email to mzacharia@roseville.ca.us to ensure receipt of any and all subsequent communications. All communications related to this RFP will be posted to www.roseville.ca.us/eu/news_n_information/request_for_proposal.asp and registered Proposers will be notified of all postings.

Date Issued: July 3, 2013
Date Due: August 12, 2013
Time Due: 3:00 pm Pacific Standard Time (PST)

RFP Contact: Michael Zacharia
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City of Roseville
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1 INTRODUCTION TO SOLICITATION

1.1 Overview of City

The City of Roseville (City) is a community 17 miles northeast of Sacramento with a resident population of over 115,000. The City is full-service with 17 departments and approximately 140 divisions. The City services include public safety (police and fire), electric power transmission and distribution, electric power generation, environmental utilities (solid waste, storm water, water, recycled water and wastewater), parks and recreation, public works, community development, housing, libraries, and general administrative and support services.

1.2 Background

In 2006 the City began its Enterprise Asset Management (EAM) initiative to develop a single, robust, enterprise asset management system solution to implement a variety of business processes throughout the various asset groups. In 2009 the City began implementation of IBM Maximo as its EAM system solution. This multi phased implementation project was planned to occur over many phases across 5 years. The objective was to develop a system based around Maximo integrated with other City business solutions that would together provide for asset maintenance and asset management.

Many Asset Groups are live in Maximo and several are pending completion of their implementation.

<i>Asset Groups Live</i>	<i>Asset Groups in Development</i>	<i>Legacy CMMS for Asset Groups in Development</i>
Water and Wastewater Treatment Plants (3)	Electric Transmission, Distribution and Metering	Cascade
Power Generation Plant	Water Distribution and Metering	Hansen
Traffic Engineering Operations	Water Efficiency (Conservation)	Hansen
Streets Maintenance	Wastewater Collection	Hansen
Solid Waste	Parks Maintenance	Land Logic
Building Maintenance	Fleet Maintenance	Squarerigger
Central Stores Inventory	Information Technology	GSS

Maximo has been configured to integrate with the following Enterprise Business Systems.

<i>Function</i>	<i>Software</i>
Finance	IFAS
CIS (customer inventory)	Banner ¹
Time Keeping	Workforce
Active Directory	MS Outlook
SCADA Data	Oracle

¹The City is evaluating other CIS solutions and will likely not pursue finalization of the integration with Banner

Other integrations are pending completion.

<i>Function</i>	<i>Software</i>
Fuel Management	UCON
Fleet Inspections	Zonar
Mobile Work and Inventory Management	Datasplice

Maximo - Since the City began the implementation of Maximo in 2009 the Program has completed many milestones and experienced many transitions including an evolution of the City's understanding of the abilities of Maximo as well as an evolution in the growth and ability of Maximo itself. In early 2013 the City elected to put all implementation activities on hold and evaluate its direction and path in developing its Asset Management Program around Maximo. The City is committed to an asset management program centered on the Maximo solution and is now proceeding with the implementation of Maximo both to complete the pending asset groups as well as to make improvements to the overall system and configuration of existing asset groups.

The City is currently running Maximo version 7.5.0.2. The existing production architecture includes 2 Maximo UI Application servers, 1 Integration server, and a SQL Server 2008 database. At full implementation there will be approximately 320 registered users across Core and peripheral module Maximo licenses. The implementation consists of the following software profile:

<i>Software</i>	<i>Status</i>
Maximo Asset Management	Active
SCCD	Pending
Maximo for Utilities	Pending
Maximo Fleet/Transportation	Pending
Maximo Mobile Inventory Manager	Active
Maximo Adapter for MS Project	Not in Use
Maximo Spatial	Pending
Maximo Linear	Not in Use
DatasplICE	Pending

1.3 Project Intent

The City of Roseville is seeking proposals from qualified implementation and integration services companies (herein after referred to as “Integrator or Consultant”). The selected Integrator will provide services in support of a successful implementation of the EAM System Solution Maximo by IBM. The City plans to complete the implementation in two broad phases. The first is the preparation of a work plan described below. The second is the actual implementation of the plan. This Request for Proposals addresses only the first phase; however, the City will consider Consultants ability to complete both phases in its selection.

In the first phase of work the Consultant will work with City staff to develop an understanding of existing and pending asset groups and the state of the current implementation of Maximo and will prepare a Needs Assessment and Work Plan that provides a scope of services, budget level cost estimate and schedule to complete the implementation of Maximo. Completion of the implementation is not limited to development of Maximo alone. It also includes assisting the City in identifying and developing its support groups, both technical IT related support as well as Asset Management planning for long term sustainability as an EAM system.

The City may elect to amend the contract with the Consultant to provide the services required to implement the work plan. The City will make that determination at the completion of the development of the First Phase Work Plan development.

The requirements defined in this RFP are intended to enable the City to select an EAM Consultant that will develop this first phase work plan and ultimately could complete the

development of a Maximo EAM system that is integrated with the City's key business systems and configured to support the City's asset management business processes.

2 INSTRUCTIONS TO PROPOSERS

2.1 Invitation to Propose

The City is requesting proposals for implementation and integration services for an Enterprise Asset Management (EAM) System Solution. The City will only consider proposals from implementation and integration services companies that have successfully implemented and integrated the IBM Maximo software solution Version 7.5 for municipal utilities and/or state and local government agencies.

All responses received within the specified time period that comply with the terms set forth in this RFP will be considered by the City. Subsequently, each response will be evaluated against conformance to requirements and ranked based on established evaluation and selection criteria. Proposals must be in compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification at the sole discretion of the City.

The City will not be liable in any way for costs incurred by Proposers in the preparation of a response to this RFP, nor for the submittal or presentation of proposals, subsequent participation in interviews, demonstrations, discussions, or negotiations related to the response.

The City reserves the right to withdraw this RFP at any time, for any reason, and to issue such clarifications, modifications, and/or amendments as the City may deem necessary and appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City confers no rights upon the Proposer nor obligates the City in any way.

The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify or waive any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other requirements if the Proposer is selected for agreement award.

The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City may reject the proposal of any Proposer that is determined to be non-responsive.

2.2 Submission of Proposals

Each Proposer shall submit to the City one (1) reproducible original, twenty (20) hard copies, and one (1) electronic copy (in Microsoft Office and/or PDF formats on a CD, DVD or USB drive). A one (1) page Cost Proposal incorporating **all** pricing cost structures and breakdowns is to be provided in a separately sealed and clearly marked envelope. All proposal documents, electronic media, and pricing information should be

submitted in a single sealed package.

All proposals must be received by the City no later than 3:00 PM Pacific Standard Time (PST) on the date stipulated in Section 5. Proposals received after this date and time will not be considered.

Proposal packages shall be clearly marked "EAM System Integrator Proposal" and delivered to:

City of Roseville
City Clerk Office
311 Vernon Street
Roseville, California 95678-2649

The proposal should be signed by a person, or persons, duly authorized to bind the vendor. The City is under no obligation to return proposals.

2.3 RFP Questions and Clarifications

Vendors shall aggregate their questions and requests for clarification and submit them via mail or e-mail to:

Michael Zacharia, P.E.
EAM Program Manager
City of Roseville
2005 Hilltop Circle
Roseville, California 95747
mzacharia@roseville.ca.us

Responses to inquiries and all other communications that the City deems important to the RFP process will be posted to the City's website at www.roseville.ca.us/eu/news_n_information/request_for_proposal.asp. Notifications of postings to this website will be emailed to all registered Proposers. Requests for clarification and questions must be received by the City no later than 5:00 pm Pacific Standard Time (PST) on the date stipulated in Section 5.

Proposers are encouraged to register by sending an email to dblair@roseville.ca.us to assure receipt of any and all subsequent communications. All communications related to this RFP will be posted to www.roseville.ca.us/eu/news_n_information/request_for_proposal.asp.

Unauthorized contact by Proposers regarding the EAM project and/or this RFP with employees or officials of the City of Roseville, other than the contact listed above, may result in disqualification from this procurement process.

Only the City's official, written responses and communications shall be considered a part of this RFP.

2.4 Period of Validity

All proposals submitted to the City must include a statement establishing a Period of Validity for one-hundred and eighty (180) calendar days subsequent to the RFP closing date.

Failure of the Proposer to include a statement of validity for its proposal that meets the period set forth by the City may result in rejection of proposal.

2.5 Proposal Instructions

Hard copy proposals must be submitted in standard 8.5" by 11" single-sided page format. Any materials that are larger than this size should be folded to fit into the 8.5" by 11" single-sided page format. Font size should not be smaller than 11 point in either Arial or Times format using standard margins. Proposals shall not exceed the page limits outlined in Section 4. All response materials in excess of the page limit will not be considered.

Additional supplemental materials provided by the Proposer, as instructed by the City or included to support the response, must be assembled in Appendix C as defined in Section 4. The City discourages the inclusion of general marketing materials unless they are used to provide specific, relevant information.

All proposals should be submitted by the Proposer and organized in the order shown in Section 4. The content of the proposal must be clearly labeled, with pages numbered, and separated by tabs. Failure by a Proposer to include all required content may result in disqualification of the proposal.

The City reserves the right to request additional information from Proposers during the proposal evaluation process.

3 SCOPE

The objective of the project is to conduct a Needs Assessment of the City's use and implementation of Maximo and prepare a detailed Work Plan for the City to implement with a goal of completing the implementation and outlining a roadmap for programmatic enterprise asset management.

Consultants shall develop a scope of work that addresses the City's intent to finish the implementation and develop an EAM solution based on Maximo.

3.1 Needs Assessment

A Needs Assessment shall be developed to address and/or develop the following:

- Complete outstanding configurations for pending Asset Groups

- Staffing profile for Maximo Administration
- Governance profile for near and long term EAM oversight
- Educate staff on Maximo Spatial and the requirements to complete an implementation of Maximo and Maximo Spatial
- Improvements that add value to existing configurations

3.2 Work Plan

Consultant shall prepare a work plan consisting of a work scope, fee estimate and schedule/plan. Work Plan shall address both Functional and Technical needs and shall identify work that the City can do to maximize knowledge transfer and minimize cost. Work plan shall address, at a minimum, the following tasks or elements which are presented in no order of importance:

- Summary of each asset group implementation including status, pitfalls, success, problems and recommended improvements
- Summary of each integration between Maximo and other business solutions including problems and recommended improvements
- Recommended Groups or Teams to support the administration of Maximo Technology as well as for Asset Management Planning, Training, evaluation of new solutions, completion of modifications to existing systems and processes, adding new applications, etc.
- Summary “Road Map” to fully leverage Maximo for all Asset Groups over the next 5 to 10 years including other Maximo peripheral products, third party products compatible with Maximo, etc.
- Recommended Governing Structure to Enterprise Asset Management after the implementation of Maximo is completed
- Recommended Analytics to be developed both by a Consultant and by City Staff including Reports, Key Performance Indicators, and other analytical tools
- Recommend changes to all business processes (pending and current) and identify changes to Maximo for existing asset groups
- Development of an Implementation Plan for Maximo Spatial including work requirements and resource needs by City staff, data manipulation and GIS architecture configuration to be performed prior to configuration of Maximo Spatial
- Detailed Scope of Work, Budget Level Cost Estimate and Schedule/Plan to implement all recommendations

4 PROPOSAL CONTENT

Proposals are to follow the outline described below and must address all requested information. Any additional information that a proposing firm wishes to include that is not specifically requested should be included in an Appendix C to the proposal. Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach.

4.1 Cover Letter

Page requirements: Not to exceed 2 pages

Submit a Cover Letter on company letterhead closing with the signature of a company official who is authorized to bind on the Proposer's organization. The authorized official must certify that all information in the proposal is true, accurate, and complete. Provide a named contact including telephone number, fax, and email address for all communication regarding this RFP. The letter must also include a Statement of Validity, as defined in Section 2.4. In addition, the letter must indicate that the Proposer's company agrees to be bound by the proposal without modification. If the proposal represents offerings to be made by different firms or organizations, the City will do business only with the Proposer and will require the Proposer's organization to assume responsibility for the total project. Do not include any pricing in the Cover Letter.

4.2 Chapter 1 – Project Overview

Page requirements: Not to exceed 5 pages

Provide a narrative description of the project based on the Scope (Section 3) presented in the RFP. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of the project based on the overview.

4.3 Chapter 2 – Project Team, Experience, and Company Background

Page requirements: Not to exceed 8 pages

Provide a description of your firm and all proposed project personnel, including all sub-consultants. Include a project team organizational diagram and description identifying each member's role plus a brief resume of each team member. The geographic location of the project office and key personnel shall also be identified. Include a matrix of key personnel identifying location of their office, their current project workload (percent Full Time Equivalent) and their anticipated workload allocated to the Roseville Project. Include a statement committing them to this stated allocation throughout the project. Key Staff shall include the Principal-In-Charge, Project Manager, Functional Architects, and Technical Leaders.

Full resumes may be included in Appendix A.

Provide a description of your firm's experience implementing projects similar in nature and scope to this project. Include only those projects where there was significant involvement from individuals who are part of the proposed project team. For both the proposed Project Manager and the proposed Technical Lead, include at least 2 projects depicting experience specifically implementing IBM Maximo and 2 projects implementing Maximo Spatial. Also, include experience integrating IBM Maximo with

other business systems using the Maximo Enterprise Adapter or other middleware applications. Include the following information for each project:

- Client information
 - Client name
 - Type of business
 - Business address
- Client Project Manager
 - Name and title
 - Telephone number
 - Email address
- Consultant Project Manager
 - Name and title
 - Company name
- Consultant Technical Lead
 - Name and title
 - Company name
- Other consultant role
 - Name and title
 - Company name
 - Project role
- Project title
- Project duration
- Project scope
- Summary of services provided, including:
- Date of project execution

4.4 Chapter 3 – Detailed Work Plan

Page requirements: Not to exceed 12 pages

The proposal shall provide a description of the required tasks and duties for preparation of all project submittals and administration. The description shall include details to implement all work plan elements described in the Scope (Section 3) and any recommended additions or changes to the elements. List anticipated deliverables and assumptions used in development of the work tasks as well as assistance expected from City staff. Also identify any unique approaches or strengths that your firm may have related to this project.

Describe and quantify all assumptions made. This may be used by the City in evaluating the magnitude of effort depicted in the sealed cost proposal.

4.5 Chapter 4 – Project Schedule

Page requirements: Not to exceed 2 pages

The proposal shall include a project schedule showing key project milestones and deliverables. The schedule shall be based on the work plan and shall demonstrate the firm's ability to complete all tasks within 4 months of the Notice to Proceed.

Assumptions used in developing the schedule shall be identified.

4.6 Chapter 5 – Conflicts of interest

Page requirements: Not to exceed 1 page

Firms submitting a Proposal in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for engineering services to be awarded pursuant to this RFP. If a firm has no conflicts of interests, a statement to that effect shall be included in the proposal.

4.7 Chapter 6 – Proprietary Information

Page requirements: Not to exceed 1 page

Firms submitting a Proposal in a response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. All proposals shall become the property of the City once submitted.

4.8 Chapter 7 – Insurance

Page requirements: Not to exceed 1 page

Provide proof of insurance coverage, including coverage for all sub-consultants. Minimum limits and types of insurance that are required to be maintained throughout the term of the project are identified in Section 6.

4.9 Appendices

Appendix A: Resumes

Attach resumes for all key team members.

Appendix B: Sample Documents

Provide the following documents, representing examples of your firm's work products:

- Business process analysis, including a process model (flowchart)
- Requirements document for a data conversion, a configuration, a customization, and an interface
- Training documentation
- User acceptance testing documentation
- Go-live checklist
- Statement of work

Appendix C: Comments related to the City's Professional Services Agreement Form
Proposers must review the Agreement Form included in Attachment A and either prepare a comment stipulating that the Agreement Form is acceptable or include an itemized list of comments that outline any exceptions requested for their firm to execute the Agreement with the City.

Appendix D: Supplemental Materials
Supplemental materials not specifically requested in the RFP may be included in Appendix D.

5 REQUEST FOR PROPOSAL (RFP) KEY INFORMATION

5.1 Schedule of Events

The schedule in Table 5.1 should be used as a working guide for planning purposes. The City reserves the right to adjust the schedule as required during the course of the RFP process.

Table 5.1 – Schedule of Events

July 3, 2013	RFP released
July 18, 2013	Pre-Proposal Conference
July 25, 2013	RFP question and answer period ends
August 12, 2013	Proposals due
August 22, 2013	Shortlist determined
August 28 and 29, 2013	Consultant presentations to City (if needed)
September 3, 2013	Preferred Consultant determined by City Selection Committee
September 4, 2013	Agreement negotiations begin
October 16, 2013	Agreement approved by City Council

5.2 Treatment of Information

Responses to this RFP become the exclusive property of the City of Roseville. The confidentiality of proposals will be protected by the City to the extent permitted by law. Proposals will not be publicly read.

5.3 Pre-Proposal Conference

A pre-proposal conference will be held beginning at 10:00 a.m. PST on the date shown in Section 5.1 of the Request for Proposals.

The meeting will be facilitated online. An invitation will be sent to those firms' representatives that have registered with the City as an RFP holder per Section 2.3 of the Request for Proposals. The invitation will have the pertinent access data for phone and web connectivity.

The pre-proposal conference is for firms wishing to submit a proposal. The conference will include a brief presentation by City project staff on the details of the work to date and the goals of the project after which, the conference attendees will have an opportunity to ask questions. Attendance at the conference is not mandatory but strongly encouraged.

5.4 Proposal Evaluation and Selection

The proposals will be screened by a selection committee and evaluated based on:

- Experience and qualifications of the team
- Experience implementing IBM Maximo Version 7.5 and integrating IBM Maximo Version 7.5 with the business systems of state and local government agencies and/or municipal utilities
- Experience implementing Maximo Spatial Version 7.5 for state and local government agencies and/or municipal utilities
- Experience architecting an enterprise solution that leverages EAM and GIS technologies effectively and efficiently
- Experience implementing Maximo as an asset management solution for each of the Asset Groups, pending and active
- Ability to complete the work on time
- Ability to deliver (the size of the company, years of experience, number of successful implementations, capabilities of project resources, delivery track record, and financial strength)
- Completeness of the proposal
- Work plan and understanding of the project
- Responsiveness to the RFP
- Level of effort relative to services provided
- References
- Value

The highest rated firms may be invited for interviews. The City will notify firms if they are selected for further consideration. If interviews are schedule, the proposed project manager and project technical leaders must be present at the interview; others may attend at the discretion of the firm.

5.5 Negotiations

The City will engage in best and final offer discussions as part of negotiations with the highest ranked Proposer. The fixed cost proposal submitted in response to this RFP should reflect the Proposer's comprehension and understanding of the stated requirements and compensation necessary to satisfactorily complete negotiations.

The City will enter into negotiations with the highest ranked Consultant. If negotiations with this Consultant fail, the City may negotiate with the second highest ranked Consultant. The final selection will be based on the satisfactory outcome of these negotiations.

6 GENERAL PROVISIONS

6.1 Proof of Insurance

Successful Proposer shall obtain and maintain during the term of this agreement insurance in the types and amounts as defined in Attachment B.

6.2 Conflict of Interest

Each Proposer must disclose in the designated location in the proposal any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for services to be awarded pursuant to this RFP. If a firm has no conflicts of interests, a statement to that effect shall be included in the proposal.

All Proposers must be able to legally conduct business in the State of California and with the City. The City will only conduct business with Proposers who do not have a conflict of interest. It is the responsibility of the Proposer during all phases of the RFP process to notify the City in writing of any potential conflict of interest.

The Proposer shall not collude in any manner or engage in any practices with any other Proposer(s), other business or IBM (who will provide the EAM software solution), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction may cause the City to reject the Proposer's submittal. This prohibition is not intended to preclude joint ventures or sub-agreement relationships.

6.3 Completion of Proposal

Proposals shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

6.4 Issuance of Clarifications and Addenda

If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any manner other than in writing are not binding upon the City and shall not be relied upon by Proposers.

Oral explanations or instructions given by the City during the proposal phase are not binding. Proposers shall seek all clarifications in writing.

Any interpretations, corrections or changes to this RFP will be made by written addendum. Sole issuing authority of addendum shall be vested in the City.

Proposers shall acknowledge receipt of all addenda within their proposal.

6.5 Withdrawal of Proposal

An authorized representative of the Proposer may withdraw its proposal at any time prior to the proposal submission deadline, upon presentation of acceptable identification as a representative of such Proposer.

6.6 Right to Negotiate

The City reserves the right to negotiate all elements that comprise the successful Proposer's proposal to ensure that the best possible consideration be afforded to all concerned.

7 COST PROPOSAL

In a sealed envelope, as a separate document to your Proposal, provide one copy of the cost estimate required for each task and sub - task identified in the Chapter 3 - Detailed Work Plan. At a minimum, include a line item cost estimate for each task. The spreadsheet shall be in a format that will permit City staff to determine the key project team member(s) proposed for each task and subtask and the number of management, engineering, technical, clerical and support personnel hours, cost per hour for each project team member and total cost envisioned for each task. The hourly rate, name of the team member and staff classification shall be included in the column headings of the spreadsheet. Minority team members such as clerical may be classified as such. Grouping of professional/technical staff into categories such as Staff Engineer, etc., shall not be allowed.

The cost proposal shall also be provided digitally, on a CD, DVD or USB storage device containing the spreadsheet file and cost proposal document in Microsoft Office format.

Identify all other costs to be billed to the project including project expenses (no mark-

ups on expenses will be allowed) and sub-consultant costs. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedule(s) to be used throughout the duration of the project including any adjustments that are predicted to occur during the life of the project.

Attachment A: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Project: _____

THIS AGREEMENT is made and entered into this ___ day of _____, 20___,
by and between the City of Roseville, a municipal corporation ("CITY"), and _____
_____, a _____ ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of _____
_____; and

WHEREAS, CONSULTANT has prepared a proposal dated _____,
which describes the scope of work to be performed by CONSULTANT, the budget for the work,
and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide professional
services related to _____;

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the budget estimate as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation

shall not exceed _____ dollars

(\$_____).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence. The parties intend that this provision shall be broadly construed.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

LIMITS OF LIABILITY

Workers' Compensation

Statutory

Commercial General Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability

Bodily Injury:

\$500,000 per person

\$1,000,000 per accident

Property Damage:

\$100,000 per occurrence

Professional Liability (errors and omissions)

\$1,000,000 per claim

CONSULTANT shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents and employees as additional named insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The coverage shall be primary as to such additional insureds and no coverage of the CITY shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. CONSULTANT shall provide thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement. CONSULTANT shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims made basis is subject to the prior approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by CITY in writing.

5. Access to Records. Duly authorized representatives of CITY shall have right of access during normal business hours to CONSULTANT's files and records relating to the services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT will comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of City. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible materials (“Material”) created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this

Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____
RAY KERRIDGE
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
BRITA J. BAYLESS
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Attachment B
RISK MANAGEMENT DIVISION
GENERAL INSURANCE REQUIREMENTS

Proof of insurance must be provided on a *CERTIFICATE OF INSURANCE*. This document must be signed. A stamped signature will suffice.

Types of Insurance Required:	General Liability – 1M per occurrence/2M aggregate <i>(coverage must be as broad as the standard ISO form)</i> Automobile – 500/1M/100 Workers’ Compensation - Statutory Professional Liability – 1M per occurrence
Coverage Limits:	Vary (based on type of work to be performed) See above Self-Insured Retention (SIR) or deductibles amounts must be stated on the certificate
**Additional Insured: ** <i>The insurance policy may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible.</i>	Required on General Liability Insurance. A separate endorsement form or section of the policy indicating “The City of Roseville, its officers, agents, volunteers and employees” are named as an additional insured for on-going and completed operations must accompany the certificate. <u>A STATEMENT ON THE CERTIFICATE WILL NOT SUFFICE.</u>
Certificate Holder:	The Certificate Holder on the <i>Certificate of Insurance</i> is “The City of Roseville, attn. Risk Management, 311 Vernon St., Roseville CA 95678”.
Primary Insurance:	The General Liability policy must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.
Description of Operations:	This box should contain information on the project being insured. For companies doing various projects with the City an “ All California Operations ” description is adequate.
Cancellation Notice:	The City requires a 30-day cancellation notice. Ten (10) day for non-payment is acceptable.
Approval Process:	Proof of insurance for all insurance coverage required by the Agreement must be approved and on file with the City before the Agreement can be executed.
Questions:	If you have questions regarding insurance requirements you may contact the Risk Management Division: Phone: (916) 774-5202. FAX: (916) 774-5461 Email: riskmanagement@roseville.ca.us