Request for Proposals

Work Order Management and Asset Inventory Tracking System

PROPOSALS DUE NO LATER THAN 2:00 P.M. ON THURSDAY, JUNE 30, 2016

Submit Proposals to:
City of Vallejo
Public Works Department, 4th Floor
ATTN: Courtney Schreiner Lee
555 Santa Clara Street
Vallejo, CA 94590
REQUEST FOR PROPOSALS

THE CITY OF VALLEJO PUBLIC WORKS DEPARTMENT INVITES PROPOSALS

For

WORK ORDER MANAGEMENT AND ASSET INVENTORY TRACKING SYSTEM

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS will be received until 2:00 p.m. on the due date listed below, and shall be addressed and marked as follows:

    City of Vallejo
    Public Works Department, 4th Floor
    ATTN: Courtney Schreiner Lee
    555 Santa Clara Street
    Vallejo, CA 94590

Sealed Proposal – DO NOT OPEN WITH REGULAR MAIL

A sealed proposal package must be received by the City of Vallejo, on or before

    Thursday, June 30, 2016 at 2:00 p.m.

<table>
<thead>
<tr>
<th>DATE</th>
<th>SCHEDULED ITEM</th>
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</thead>
<tbody>
<tr>
<td>June 6, 2016</td>
<td>Release of RFP</td>
</tr>
<tr>
<td>June 30, 2016</td>
<td>Response to RFP Due 2:00 p.m.</td>
</tr>
<tr>
<td>July 11 – 15, 2016</td>
<td>Possible Demonstration and Interviews</td>
</tr>
</tbody>
</table>

The full Request for Proposal and related documents are available online at http://www.cityofvallejo.net in the ‘Bids & Proposals’ section.
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Agreement
REQUEST FOR PROPOSALS

I. RULES OF PREPARATION

A. Notice of Invitation to Propose

The City of Vallejo Public Works Department (hereinafter “City” or “Department”) is requesting proposals from qualified vendors to provide a work order management and asset inventory tracking system (CMMS).

The final outcome of the contract will be a software solution that will allow users to access an effective and efficient tool that will provide a user-friendly environment for the creation and management of service requests, inspections, reactive/preventive maintenance work orders, reporting analysis, timekeeping, inventory, integration with GIS and SeeClickFix, etc.

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 vendor 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. The City will consider proposals from single vendors or from multiple vendors working as a team. In the event multiple vendors submit a proposal together, the City expects that there will be one primary contact that will be responsible for the whole project and coordinating the work of the other vendors.

Proposer shall submit a written proposal, which presents the Proposer’s qualifications and ability of their solution to meet the specific needs of the Public Works Department. The proposal should be prepared in a clear and concise manner and should provide all the information that is considered pertinent to its product functionality, qualifications, and that responds to the Scope of Services and Desired Functionality Matrix listed herein. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be placed on accurate responses to the specific functionality of the system being proposed.

Additional modules or functions that the proposer believes are valid to the functionality of their solution may be submitted; however, the City is not bound to take these into consideration in determining the final selection.

Failure to comply with the RFP requirements or to provide the requested information may result in rejection of a proposal.
This RFP process seeks to find the best overall solution to the Public Works Department for this investment. Total cost of ownership will not be the only factor in making the determination. 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
- Vendor’s implementation methodology and success
- Feedback from customer references; specifically from similarly-sized and structured public works departments and agencies within California
- Compliance with the City’s terms and conditions
- Ability to meet the Department’s requirements (software functionality, usability, performance, flexibility, integration, and technology)
- Cost and support quality for ongoing maintenance, support, and data input
- Ease of integration with currently existing systems
- How long the company has been in businesses

B. Vendor Inquiries

If any proposer has any question regarding the meaning of any part of this RFP, or finds discrepancies in or omissions from this RFP, the proposer shall submit a written request (electronic mail is sufficient) by Wednesday, June 22, 2016, for an interpretation or clarification to the City’s contact at the following address:

Courtney Schreiner Lee, Administrative Analyst  
City of Vallejo  
555 Santa Clara Street  
Vallejo, CA 94590  
Telephone: (707) 567-1565  
Email: courtney.schreinerlee@cityofvallejo.net

The City’s response to questions will be included in an Addendum to this RFP, if necessary which will be issues and posted to the City’s website on or before Monday, June 27, 2016.
C. Submission of Proposals – Due Thursday, June 30, 2016

Proposer shall prepare and submit with a cover letter the original proposal and one (1) electronic copy in PDF format. An original copy clearly marked “MASTER COPY” and the electronic file shall be submitted in a sealed envelope and clearly marked on the outside: “SEALED PROPOSAL FOR RFP WORK ORDER MANAGEMENT AND ASSET INVENTORY TRACKING SYSTEM – DO NOT OPEN WITH REGULAR MAIL” and must be submitted no later than 2:00 p.m., Pacific Standard Time, June 30, 2016 to:

Courtney Schreiner Lee, Administrative Analyst
City of Vallejo
Public Works Department, 4th Floor
555 Santa Clara Street
Vallejo, CA 94590
Telephone: (707) 567-1565
Email: courtney.schreinerlee@cityofvallejo.net

Any proposal received after the announced time and date for submittal, whether by mail or otherwise, will not be considered. It is the sole responsibility of the proposer to ensure that its proposal is stamped by administrative staff before the deadline. Proposals received after the announced time and date of receipt by mail or otherwise will be returned unopened. However, nothing in this RFP precludes the City from requesting additional information at any time during the proposal evaluation.

D. Vendor Qualifications

The successful Proposer shall be one who provides a clear and logical solution to meet the needs of the City in this requirement. The vendor should be able to demonstrate the ability to provide a stable, robust product which most effectively meets or exceeds the requirements set forth by the Public Works Department. The vendor must also demonstrate in their proposal the qualifications of their company and references for past successes in implementing effective CMMS solutions in a Department or agency similar to the Public Works Department. The successful Proposer must also demonstrate they have sufficient resources available to successfully implement their product in the time frame required.

Proposer shall include a brief statement acknowledging the Consultant’s willingness to accept the attached City’s standard Consultant and Professional Services Agreement as is, without modifications (Appendix A). If the consultant (firm) is not willing to acknowledge the Agreement, please do not submit the RFP for consideration.

The selected consultants/firm shall demonstrate that they can meet the City of Vallejo’s insurance requirements (Exhibit C, Appendix A). Provide a copy of insurance certificate(s) or letter of intent to provide insurance from the issuing company naming the City, its officers, agents, and employees as additional insured (including a description of types of coverage and the dollar amount limits) and providing the coverage described in the attached Consultant and Professional Services Agreement.

The proposal with the lowest price will not necessarily be selected; however, price is a component of the evaluation. The City will select the proposal that is most advantageous to the City.
II. EVALUATION AND AWARD

A. Review and Evaluation of Proposals/Vendor Demonstrations

After the proposals are received and opened by the City, the City shall review and evaluate all proposals for responsiveness to the RFP in order to determine whether the Proposer possesses the qualifications necessary for the satisfactory performance of the services required. The City may also investigate qualifications of all Proposers to whom the award is contemplated, and the City may request clarifications of proposals directly from one or more Proposers.

A demonstration/interview of one or more of the proposers will be scheduled to facilitate evaluations of each proposed solution by a project team based on specified functionality. A test scenario will be sent to the top three to five proposers that will require the Proposer to show the aspects of their system that the Public Works Department will use or benefit from the most. The demonstration/interviews will take place the week of July 11, 2016.

All Proposers should be capable of providing the expected service by showing understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP. The City will not assume that a proposer will perform services not specifically detailed in the submitted proposal.

Proposals will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Functionality</td>
<td>Overall functionality of the system, usability by all staff, and its ability to meet the needs of the City (as identified throughout the RFP and in the Desired Functionality Matrix)</td>
<td>50%</td>
</tr>
<tr>
<td>Cost</td>
<td>Feasibility of the proposal based upon methodology of the proposed scope of services to meet the City’s needs, the quality of products and services proposed, and the reasonableness of the total project costs</td>
<td>25%</td>
</tr>
<tr>
<td>Qualifications</td>
<td>Includes education, certifications, experience, and past performance of the proposer and its agents, employees and sub-consultants in installing and supporting the system being proposed in an environment of similar size, scope, and complexity as that of the City of Vallejo</td>
<td>25%</td>
</tr>
</tbody>
</table>

B. Right of the City to Reject Proposals

The City reserves the right to reject any and all proposals or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the City.
C. Award of Agreement
The City reserves the right to negotiate the terms of the Agreement for this Project with one or more proposers. Upon completion of the review period, the City shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified shall negotiate in good faith in accordance with direction from the City. Any delay caused by Proposer’s failure to respond to direction from the City may lead to a rejection of the proposal.

If the City determines, after further evaluation and negotiation, to award the Agreement, a Service Agreement shall be sent to the successful Proposer for the Proposer’s signature. The Award shall be made to the qualified Proposer whose proposal will be most advantageous to the City with price and other factors considered. If the award is not made to the Proposer whose proposal contains the lowest price, the City shall make a finding setting forth the basis for the award. The City makes no representations that any agreement will be awarded to any firm submitting a proposal. No proposal shall be binding upon the City until the Agreement is signed by duly authorized representatives of the selected Proposer and the City.

No prior, current, or post award verbal agreement(s) with any officer, agent, or employees of the City shall affect or modify any terms or modifications of this request for proposals or any contract or option resulting from this process.

D. Cost of Preparation of Proposal
In any event, the City shall not be liable for any pre-contractual expenses incurred by any proposal or Consultant. This shall include pre-contractual expenses such as preparing the proposal, submitting the proposal to the City, negotiating with the City on any matter related to the proposal or other expenses incurred prior to the date of award for any agreement related to the services herein described.

E. Notification of Withdrawal of Proposal
Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the Proposer and by formal written notice. Proposals submitted will become the property of the City of Vallejo after the proposal submission deadline.

F. Proposals are Public Records
Each Proposer is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

   a. Unless otherwise compelled by a Court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards an agreement to a successful Proposer, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exception to public disclosure.

   b. If a Proposer believes that any portion of its proposal is subject to a legal exception to public disclosure, the Proposer shall: (1) clearly mark the relevant portions of its proposal “Confidential”; (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.
III. PROJECT DESCRIPTION

A. Objectives
The Department is seeking to identify an “off the shelf” software solution that will enable staff to track and manage infrastructure assets, service requests, work orders, inspection reports, and citizen concerns through a centralized database of information that is available at a desk and in the field with minimal modifications by staff.

Many key features have been identified and the Department is seeking a CMMS that is capable of:
- Providing a scalable solution that enables complete asset, inventory, and work management
- Supporting the organization of information in Department-defined hierarchal levels
- Defining work flow capacities to automate the work order process
- Having flexible templates to assist users in asset maintenance
- Tracking resources and costs associated with staff, vehicles, tools, materials, etc.
- Supporting open industry standards in hardware and software that allows information to be distributed between the proposed system and existing systems
- Integrating with the Department’s GIS structure and having the ability to utilize GIS layers in the field via live wireless connection or a disconnected scenario
- Featuring a data model that is fully user definable and modifiable without vendor support
- Mobile capability solution via application; add-on or interface for mobile devices including but not limited to tablets (Windows, Droid, iPad) and smart phones (iPhone, Android, Windows).

B. Network Environment
The City’s network infrastructure consists of two (2) Microsoft Windows 2012 domains in an Active Directory environment running on 10 gigabit and 1 gigabit backbones. The network consists of multiple City facilities such as City Hall, Housing, maintenance, Police Department, Fire stations, and community centers. These facilities are connected via 1 gigabit fiber and a number of T1 data lines. The infrastructure is primarily Cisco systems and includes a core switch, edge switches, routers, two (2) firewalls, a VPN, and wireless access points. The network design is based on a campus type architecture – Core layer, Distribution layer, and Access layer. The network protocol is TCP/IP.

The network delivers Internet, e-mail, office automation, enterprise, and department-specific applications to all City departments. There are personal computers, printers, and a mix of physical and virtual servers connected to the network. Note: the city maintained eight (8) VMware host servers. Any proposed solution must be able to operate on a VMware virtual server environment unless web-based.

Proposing parties must complete the Technical Specifications form and submit it in the appropriate section of the proposal.

C. Desired Functionality
A complete list of the features and functionality required and desired in the work order management and asset inventory tracking system is contained in the Desired Functionality Matrix form.
D. Scope of Services
A scope of proposed services should be provided with the proposer’s submittal which outlines the services anticipated to successfully install, modify, and test a functioning work order and asset management tracking system. The precise scope of services to be incorporated into the Service Agreement will be based upon the submitted proposal and this project description and may be the subject of negotiations between the City and the successful Proposer.

Based upon the City’s outline of requirements for a system, the proposer shall prepare a complete description of the scope of services which the Proposer intends to perform in order to achieve the Project objectives of providing and functionally testing a complete work order and asset management tracking system meeting the needs of the City.

E. Deliverables
At the conclusion of the installation, the successful Proposer shall provide functional testing sessions to demonstrate to the City project team a fully functioning system meeting the agreed upon specified list of functionality. The Proposer will also provide:
   a. Administrative documentation of the system sufficient to perform administrative tasks such as managing user accounts, controlling items in a workflow, auditing past items, creating detailed reports
   b. End-user documentation of sufficient quality to demonstrate system features and functions to a person of basic computer literacy, both in the office and field
   c. All documentation and reports in electronic format
   d. Services and/or tools to perform the administrative and reporting tasks specified
   e. A training plan.

IV. PROPOSAL FORMAT

General Instructions
All of the pages included in the Proposer Response Pages shall be completed and submitted as part of the proposal. Failure to fully, accurately, and legibly complete the required forms may result in rejection of proposal.

The completed Attachments shall be incorporated into the subsequent agreement with the successful Proposer. Accordingly, the Proposer’s responses are a critically important part of a legally binding agreement concerning the capabilities of the Proposer to provide the services for the automated agenda workflow system.

To be considered, proposals shall follow the format outlined in this section. Each proposal shall consist of the following sections:
   a. Completed Proposer Checklist
   b. Company Information and Qualifications
   c. Desired Functionality Matrix
   d. Technical Specifications
   e. Price Proposal
   f. Proposal Summary
   g. Scope of Services
   h. Statement of Qualifications
   i. Timeline
   j. Training Plan
   k. Ongoing Technical Support Options/Availability
   l. Copy of Vallejo Business License or Letter of Intent to Apply for License
# Proposer Checklist

This checklist has been provided to assist proposers in complying with RFP requirements. Each item on the checklist must be included in the proposal and shall be cross-referenced to the proposal page where the item is located.

<table>
<thead>
<tr>
<th>Section A. Completed Proposer Checklist</th>
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</thead>
<tbody>
<tr>
<td>This checklist has been provided to assist proposers in complying with RFP requirements. Each item on the checklist must be included in the proposal and shall be cross-referenced to the proposal page where the item is located.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B. Company and Partner <em>(if applicable)</em> Information and Qualifications Form (and questions)</th>
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</thead>
<tbody>
<tr>
<td>All pages in this section must be completed and must be submitted on the form provided or its copy. All questions in this section must be submitted on a separate document with the title, “Company Information and Qualifications”.</td>
</tr>
<tr>
<td>If Proposer is submitting an RFP with a separate company as the implementer, the implementing company must complete the Partner Information and Qualifications document and submit it in the same manner.</td>
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<table>
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<tr>
<th>Section C. Desired Functionality Matrix (and questions)</th>
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<tbody>
<tr>
<td>All pages in this section must be completed and must be submitted on the form provided or its copy. All questions in this section must be submitted on a separate document with the title, “CMMS Functional Requirements”.</td>
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<table>
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<tr>
<th>Section D. Technical Specifications</th>
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<tbody>
<tr>
<td>All sections of this document must be completed and submitted on the form provided or its copy.</td>
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<tr>
<th>Section E. Price Proposal (and questions)</th>
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<tbody>
<tr>
<td>All costs associated with the implementation and ongoing expense required to maintain this system and provide technical support to the City must be identified and submitted using the template provided. All questions in this section must be submitted on a separate document with the title, “On-Premise License Pricing” and/or “Hosted or Software-as-a-Service Pricing”.</td>
</tr>
<tr>
<td>If your pricing structure for hosted software does not fit into the format provided, present it in a format that fits your model, but please present it in a format that is easy for us to understand.</td>
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<tr>
<th>Section F. Proposal Summary</th>
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<tr>
<td>Proposer shall <em>attach an executive summary</em> that discusses the highlights, key features, and distinguishing points of the proposal. This summary should be <em>specifically tailored</em> to the scope of services requested herein, and not a boilerplate marketing flyer for the product.</td>
</tr>
</tbody>
</table>
### Section G. Scope of Services
Proposer shall **attach a narrative** containing a complete description of the scope of services (including major tasks and subtasks) that the Proposer intends to provide in order to achieve the Project objectives set forth in Section III. The Proposer may identify additional services in the narrative if the Proposer believes the changes will assist the City in more efficiently and effectively meeting the City's expectations.

This narrative shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements.

### Section H. Statement of Qualifications
Proposer shall **attach a narrative** that includes a detailed description of its organization and the experience of its employees who will be working on the work order and asset management tracking system project. The description must include, at a minimum:

1. Identification of the project manager, alternate project manager, and key team members
2. Organizational charge and resumes of each representative
3. The role of each individual regarding the project
4. Summary of the experience and technological expertise, including certifications, of the staff performing the installation and/or configuration

### Section I. Timeline
Proposer shall **attach a detailed timeline** for the entire project. The plan should include the major tasks for the scope of services described in Section III. The scheduled milestones should be expressed in terms of days or weeks from the time the Agreement is executed. Time is of the essence in commencing the delivery of services. The City reserves the right to determine the implementation timetable based on calendar and fiscal restraints.

### Section J. Training Plan
Proposer shall **attach a narrative** that describes the training that will be provided to the City's staff to perform all necessary functions as an end-user or administrator of the asset management and work order tracking system using the recommended tools and/or services.

### Section K. Ongoing Customer Service and Technical Support Options
Proposer shall **attach a narrative** that describes the proposer's capacity to provide the City with technical support during and after implementation. The narrative should include:

1. Extended warranties or maintenance agreements provided by the Proposer, including all services provided, for a 1 year period for the asset management and work order tracking system
   
   i. Software maintenance desired:
      a. Technical website support available 24/7
      b. On-site support, if necessary
      c. All updates and software patches as they become available
      d. Support for problems arising from applying updates and patches

   Ongoing options and cost for customer service and support

### Section L. Copy of Vallejo Business License or Letter of Intent to Apply for License
# Company Information and Qualifications

Fill out all information and answer all questions in as detailed a manner as possible.

<table>
<thead>
<tr>
<th>Proposing Vendor and Software Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Company Name</td>
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</tbody>
</table>

| 1. Primary Contact Information            |
| - Name and Title of Primary Contact Person|
| - Company Address                        |
| - Phone                                  |
| - Email Address                          |
| - Years with Company                     |

| 2. Key Personnel Contact Information      |
| - Name and Title of Key Personnel         |
| - Company Address                        |
| - Phone                                  |
| - Email Address                          |
| - Years with Company                     |

| 3. Key Personnel Contact Information (if necessary) |
| - Name and Title of Key Personnel |
| - Company Address |
| - Phone |
| - Email Address |
| - Years with Company |

| 4. Regional Offices and Staff             |
| - Location and size of office serving the City |
| - Range of services provided by the office (customer service, technical support, troubleshooting, etc.) |
## Company Information and Qualifications

### 5. Company Information

- Year Founded
- Fiscal Year End
- Revenue: Current Year
- Revenue: Prior Year
- Parent Company (If separate)

### 6. # of Vendor Employees

- Total Worldwide
- Total in U.S.
- # dedicated to the proposed software
- U.S. # dedicated to the proposed software

### 7. Number of Customers Using the Proposed Software

- Total in U.S.
- Total in California
- # of agencies in California using the proposed software

### 8. Implementation Model

- How is your system implemented? Through your company, an implementation partner?

### 9. Version Schedule

- Current version and release date
- Estimated release date for next version
- Typical release schedule & time to install (if applicable)
- Number of prior versions supported (if applicable)
- Cost (if any) for version upgrades
Company Information and Qualifications

Please provide responses to the following questions.

1. In separate paragraphs, briefly describe the experience the primary and key personnel on this project have in creating and/or implementing CMMS similar to the system being proposed for the City.

2. Briefly describe your company (including parent company information, acquisitions, mergers, etc.) and the characteristics that set your company apart.

3. Describe your company’s experience as it relates to CMMS system, including experience working with agencies of our size, integrating with open-source GIS systems, and integrating with SeeClickFix.

4. Disclose any recent litigation (and outcomes) and litigation currently underway.

5. Provide a list of cities, agencies, and or department customers using a similarly proposed solution, as well as how long they have been a customer.

6. What is your “sweet spot” customer size (where the majority of your customers using the proposed software are)? E.g. # of citizens and operating budget.

7. Briefly describe your training, including approach and philosophy, options provided (learning center, interactive web courses, onsite, train-the-trainer, etc.), and prices/rates.

8. Please list all incidents in the past 5 years in which you have had a contract terminated for default and/or before contract completion. Please provide full details of all terminations; the other party’s name, address, and telephone; and your position on the matter.
# Partner Information and Qualifications (if applicable)

Fill out all information and answer all questions in as detailed a manner as possible.

## Proposing Implementation Partner Information

<table>
<thead>
<tr>
<th>Company Name</th>
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### 1. Primary Contact Information

<table>
<thead>
<tr>
<th>Name and Title of Primary Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Address</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Email Address</td>
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<tr>
<td>Years with Company</td>
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</table>

### 2. Key Personnel Contact Information

<table>
<thead>
<tr>
<th>Name and Title of Key Personnel</th>
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<tr>
<td>Company Address</td>
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</table>

### 3. Key Personnel Contact Information (if necessary)

<table>
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<td>Company Address</td>
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<tr>
<td>Email Address</td>
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<tr>
<td>Years with Company</td>
</tr>
</tbody>
</table>
Partner Information and Qualifications (if applicable)

Please provide responses to the following questions.

1. What is your company’s proposed role in this project?

2. In separate paragraphs, briefly describe the experience the primary and key personnel on this project have in implementing CMMS similar to the system being proposed for the City.

3. Briefly describe your company (including parent company information, acquisitions, mergers, etc.) and the characteristics that set your company apart.

4. Describe your company’s experience as it relates to setting up/installing CMMS systems, including experience working with agencies of our size.

5. Provide a list of cities, agencies, and department customers where you have implemented this company’s CMMS system.

6. Briefly describe your approach and philosophy to setting up/implementing CMMS systems in agencies of similar size and structure.

7. Please list all incidents in the past 5 years in which you have had a contract terminated for default and/or before contract completion. Please provide full details of all terminations; the other party’s name, address, and telephone; and your position on the matter.
CITY OF VALLEJO
DESIRED FUNCTIONALITY MATRIX

Answer all questions in as detailed a manner, including any limitations. All responses should be submitted on a separate document titled, “Desired Functionality Matrix”.

General System
1. Please describe how your system is user-friendly, including; how it supports user-defined fields and user-customizable menus and screens, how much of each section can be customized/modified, how your system can be accessed from the field (phone/tablet App or website), how you integrate with open-source GIS, and what kind of GIS viewing capabilities users have at a desk and in the field.

Asset Record Tracking
2. Describe how/if your system supports the following attributes: category, sub-category, asset number, related numbers (e.g. serial, vendor, etc.), parent/child relationships, acquisition date, install date, disposal date, expected useful life, location, department, person asset is assigned to, GPS coordinates, unite of measure (e.g. lineal feet, cu. Meter), warranty information, disposal cost, salvage value, as-built diagrams, photos, and related nested assets.

Asset Lifecycle Management, Preventive Maintenance (PM)/Scheduling
3. Discuss system asset lifecycle management functionality (e.g. asset productivity, lifecycle analysis, cost of asset, etc.) and how this ties into preventive maintenance tasks and scheduling. Also detail how your system handles PM and asset management for vertical and linear assets (e.g. facilities and water main systems, and their components)

Parts/Supplies Inventory
4. Describe the inventory information flow through asset modules, inventory, work orders, and financials for evaluation.

Work Order Management
5. Describe workload management features (e.g. scheduling, balancing, etc.)

Fleet Management
6. Describe Fleet Management capabilities for in-house management, as well as integration with 3rd party applications (including integration with USA Fleet Solution location system for GPS tracking).

Utilities Management
7. Discuss your system’s management of utility assets and functions, including tracking and providing per-asset procedures for Lockout/Tagouts and Confined Space entries.

Report Writer
8. Explain your system’s reporting tools and what is offered out-of-the-box.

Data Upload
9. Explain how the data upload process works, and if the City will be able to perform uploads independently of the company. If the company can or must perform uploads, provide the cost for such action.
INSTRUCTIONS FOR COMPLETING FUNCTIONAL REQUIREMENTS MATRIX

1) **Vendor Response**
   For each numbered line item requirement, the vendor must indicate Y, 3P, C, F, or N with an “X” in the Vendor Response column, according to the following legend:

<table>
<thead>
<tr>
<th>Y</th>
<th>3P</th>
<th>C</th>
<th>F</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fully supported by the current release of the software.</td>
<td>Supported with third party software (i.e. software not directly owned or controlled by the vendor submitting the proposal).</td>
<td>Customization is required to meet the requirement (e.g. changes to the underlying code must be made; a new table must be created; etc.) This causes additional upgrade work in order to implement new versions or upgrades.</td>
<td>Future functionality: Supported in the next release of the software.</td>
<td>Not supported.</td>
</tr>
</tbody>
</table>

2) **If the vendor responds with Y, 3P, C, or F, the vendor must provide additional information** in the comments column, or on an additional page using the corresponding numbers and titling each number with the appropriate feature title:
   - For “Y”, the vendor must explain how their product fully supports request, and discuss any limitations.
   - For “3P”, the vendor must explain what third party software application or service is required, any integration requirements, and the vendor’s relationship with this third party.
   - For “C”, the vendor must explain the nature and amount of customization required, and experience with the same or similar modifications.
   - For “F”, the vendor must explain the functionality in the new release, the expected general availability release timing and provide surety that the functionality will be included.

3) **Identify which module(s) the required functionality is part of in the final column (as applicable).**

   The information must be completed and submitted in the format provided.

Summary of Module/Functionality Matrix
- Asset Record Tracking
- Asset Lifecycle Management
- Parts/Supplies Inventory
- Preventive Maintenance (PM)/Scheduling
- Fleet Management
- Utilities Management
- Work Order Management
- Timekeeping
- Report Writing
- Vendor-Provided Services/Support
### General Features

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>R</td>
<td>Intuitive system navigation (e.g. configurable menus, screens, drop down lists, etc.).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>R</td>
<td>Data input supported by drop down menus or lists with selection options.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>R</td>
<td>Electronic approval routing.</td>
<td></td>
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<tr>
<td>4</td>
<td>R</td>
<td>Unlimited notes or text fields.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>R</td>
<td>Full audit trail and history throughout all modules: Date, time, who made the change, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>R</td>
<td>Role-based, user configurable menus, screens, fields, and reports.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>R</td>
<td>Drill down to transaction detail throughout all modules and across to other modules.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>R</td>
<td>Full integration with SeeClickFix and open source GIS.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>R</td>
<td>Global updates; ability to pick a field where update should be made and have that field update across all like records.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>R</td>
<td>Search function capable of searching across all fields (e.g. location, asset number, assigned employee, date of work order).</td>
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</tr>
</tbody>
</table>
### CITY OF VALLEJO
### DESIRED FUNCTIONALITY MATRIX

**Section C**

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Y 3P C F N</td>
<td></td>
</tr>
<tr>
<td><strong>R = Required</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>I = Important</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N = Nice to Have</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E = Explore</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Technology</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>I</td>
<td>Context sensitive help.</td>
</tr>
<tr>
<td>12</td>
<td>I</td>
<td>Edit/spell check tool.</td>
</tr>
<tr>
<td>13</td>
<td>I</td>
<td>Customer definable rules-based workflow.</td>
</tr>
<tr>
<td>14</td>
<td>R</td>
<td>Attach electronic files (i.e. PDF and video) to various records and fields throughout the system including assets and work orders.</td>
</tr>
<tr>
<td>15</td>
<td>R</td>
<td>Email distribution of reports, approval requests, etc. from within the system.</td>
</tr>
<tr>
<td>16</td>
<td>R</td>
<td>Support of mobile technologies (VPN, synchronization when not connected to cell service), and various handheld devices (e.g. tablets, smartphones, etc.).</td>
</tr>
<tr>
<td>17</td>
<td>R</td>
<td>Integration with open source GIS (Munsys/Open Spatial) data and GIS viewing capabilities.</td>
</tr>
<tr>
<td>18</td>
<td>I</td>
<td>Bi-directional integration with Microsoft Office 365.</td>
</tr>
<tr>
<td>19</td>
<td>I</td>
<td>Integration experience with City financial applications such as Sungard HTE.</td>
</tr>
<tr>
<td>20</td>
<td>I</td>
<td>Bi-directional interface with Microsoft Outlook and Microsoft Exchange Server.</td>
</tr>
</tbody>
</table>

*If vendor responds with 3P, C, or F, additional information must be provided.*

**Applicable Module(s)**
<table>
<thead>
<tr>
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<th>Comments</th>
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</thead>
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<tr>
<td><strong>R = Required</strong></td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td><strong>I = Important</strong></td>
<td>3P</td>
<td></td>
</tr>
<tr>
<td><strong>N = Nice to Have</strong></td>
<td>C</td>
<td></td>
</tr>
<tr>
<td><strong>E = Explore</strong></td>
<td>F</td>
<td></td>
</tr>
<tr>
<td><strong>N</strong></td>
<td>N</td>
<td></td>
</tr>
<tr>
<td>Interface with emergency locate system (USA) – for utilities digging location information.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interface with E-Trakit (Community Development) for permitting, inspections and GIS asset location tracking.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Asset Record Tracking</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>R</strong></td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>Capture dimensional attributes of an asset and its components (e.g. shape of an underground vault, location of components).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field ability to pull up as-built diagrams, image files, etc. or integrations for like functionality, please describe.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Easily transfer an asset and all related records and history to another person, location, facility or equipment/asset.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Track asset activities and history for unlimited years (e.g. repairs, replacement, refurbishment, maintenance, upgrades, retirement, abandon-in-place, disposal cost, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condition tracking with actual useful life, customer-defined conditions, replacement cost and time analysis.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web/mobile-enabled ability to pull up the complete history of an asset in the field via mobile device and tablet.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Track an asset to a person (e.g. tablet, laptop), specific equipment/asset (e.g. equipment on a fire truck), facility (e.g. building) and department.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ability to group assets within a category and area in GIS format to help schedule and coordinate maintenance activities.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Asset Lifecycle Management

<table>
<thead>
<tr>
<th>#</th>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Use asset number, address, cross street or other attribute and see planned projects impacting that asset (e.g. for linear/horizontal asset, see other utility maintenance work projects, overlays, CIP.)</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Manage lifecycle of a utility plant asset (e.g. a treatment plant comprised of multiple buildings, land, pipes, pumps, monitoring equipment, etc.) as a single asset/facility but tracking all component assets that roll up to the facility with different useful life, rate life, depreciable life, maintenance costs, maintenance schedules, etc.</td>
<td>I</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Plant equipment depreciation tied to utility asset lifecycle calculations (predictions of useful life based on historical data). This is different from accounting depreciation.</td>
<td>I</td>
<td></td>
</tr>
</tbody>
</table>

### Parts/Supplies Inventory

<table>
<thead>
<tr>
<th>#</th>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Support bar code reading for additions and depletions to inventory. Discuss how when parts are removed from inventory (e.g. when assigned to Work Order).</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Support multiple inventory valuation methods (LIFO, FIFO, Average, etc.)</td>
<td>I</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Min/max order quantities and re-order lead times that trigger suggested purchase requisitions.</td>
<td>I</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Material Safety Data Sheet tracking. Indicate of interfacing with online compliance sites.</td>
<td>I</td>
<td></td>
</tr>
</tbody>
</table>
## CITY OF VALLEJO
### DESIRED FUNCTIONALITY MATRIX

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>Vendor Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Y</td>
<td>3P</td>
</tr>
</tbody>
</table>

#### Preventive Maintenance (PM)/Scheduling

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th>Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>N</td>
<td>A-B-C cycle counting tools/scheduling for parts, supplies, and equipment/assets inventories.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>R</td>
<td>Maintenance triggers and schedule based on customer defined parameters such as warranty expiration, usage hours, flow volumes, asset age, environmental conditions, average expected life, time milestones (e.g. every 5 years), etc.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>R</td>
<td>Generate work order with default information from predefined preventive maintenance tasks.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>R</td>
<td>Handle preventive maintenance management and asset management for vertical assets (e.g. a building and its components).</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>R</td>
<td>Handle preventive maintenance management and asset management for linear assets. E.g. pipes, pumps, meters, etc. that comprise a whole main system.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>R</td>
<td>Incident tracking for damage claims.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>N</td>
<td>Integration with SCADA.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>R</td>
<td>Warranty tracking and expiration alerts on components.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>R</td>
<td>Generate inspection schedules based on asset types and customer defined inspection rules.</td>
<td></td>
</tr>
</tbody>
</table>
# CITY OF VALLEJO
## DESIRED FUNCTIONALITY MATRIX

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments <em>if vendor responds with 3P, C, or F, additional information must be provided.</em></th>
<th>Applicable Module(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>R = Required</strong></td>
<td></td>
<td>Y 3P C F N</td>
<td></td>
</tr>
<tr>
<td>14 Ability to make bulk changes to sets of both preventive maintenance and reactive work orders.</td>
<td></td>
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</tr>
<tr>
<td>15 Store and assign preventive maintenance procedures tied to work type and asset.</td>
<td></td>
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</tr>
<tr>
<td>16 Allow users to select (by defining a geographic area on a map) assets in a GIS viewing application and create work orders associated to the selected assets, or a certain type of asset within that location.</td>
<td></td>
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</tr>
<tr>
<td>17 Capability to search and view service requests, inspections, and work order locations with and without a map.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18 Ability for users to access, maintain and edit asset information directly within the CMMS or indirectly through GIS application.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19 Customer defined inspection templates (e.g. test results, photos, checklist of inspections activities, etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Fleet Management

<table>
<thead>
<tr>
<th>Vendor Response</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>20 R Electronically import mileage, fuel and consumption data from Fuel Management system into Equipment/Vehicle Records.</td>
<td></td>
</tr>
<tr>
<td>21 R Warranty tracking and expiration alerts</td>
<td></td>
</tr>
<tr>
<td>22 N Automatic notification to drivers when maintenance on their vehicle is due</td>
<td></td>
</tr>
</tbody>
</table>

### Utilities Management

<table>
<thead>
<tr>
<th>Vendor Response</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>20 R Electronically import mileage, fuel and consumption data from Fuel Management system into Equipment/Vehicle Records.</td>
<td></td>
</tr>
<tr>
<td>21 R Warranty tracking and expiration alerts</td>
<td></td>
</tr>
<tr>
<td>22 N Automatic notification to drivers when maintenance on their vehicle is due</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Key Functional Criteria</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>23</td>
<td>Lockout/Tagout tracking</td>
</tr>
<tr>
<td>24</td>
<td>Confined Space entry tracking</td>
</tr>
<tr>
<td>25</td>
<td>Hot Work activity tracking</td>
</tr>
<tr>
<td></td>
<td><strong>Work Order Management</strong></td>
</tr>
<tr>
<td>26</td>
<td>Ability to generate internal work orders or service requests.</td>
</tr>
<tr>
<td>27</td>
<td>Handle work orders for reactive work as it occurs (flooding, failures, etc.).</td>
</tr>
<tr>
<td>28</td>
<td>Ability to create work requests from inside the GIS viewing application.</td>
</tr>
<tr>
<td>29</td>
<td>Ability to modify work order type.</td>
</tr>
<tr>
<td>30</td>
<td>Track materials issued to a work order; interface to Inventory module for automated adjustments to inventory levels.</td>
</tr>
<tr>
<td>31</td>
<td>Generate a work order that includes maintenance on multiple assets.</td>
</tr>
<tr>
<td>32</td>
<td>Generate a work order that includes several actions/items, with no limits (i.e. grind a street, pave a street, lower and raise iron on a street, mark street, add street signs to a street, trim trees on a street for paving)</td>
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<tr>
<td>40</td>
<td>R</td>
</tr>
<tr>
<td>41</td>
<td>R</td>
</tr>
<tr>
<td>42</td>
<td>I</td>
</tr>
</tbody>
</table>

**Timekeeping**
### CITY OF VALLEJO
#### DESIRED FUNCTIONALITY MATRIX

<table>
<thead>
<tr>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
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<tbody>
<tr>
<td><strong>R = Required</strong></td>
<td></td>
<td><em>if vendor responds with 3P, C, or F, additional information must be provided.</em></td>
</tr>
<tr>
<td><strong>I = Important</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N = Nice to Have</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E = Explore</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>R</td>
<td>Track hours towards certification or for continuing education.</td>
</tr>
<tr>
<td>44</td>
<td>I</td>
<td>Capture time entry direct from field staff. Please describe your functionality and options.</td>
</tr>
<tr>
<td>45</td>
<td>I</td>
<td>Single point of entry for time to flow through work order, projects, payroll.</td>
</tr>
<tr>
<td>46</td>
<td>I</td>
<td>Track non-work time (e.g. leaves).</td>
</tr>
<tr>
<td>47</td>
<td>I</td>
<td>Track direct and in-direct time at work, independently from company's payroll system. Ability to apply time to tickets/projects</td>
</tr>
<tr>
<td>48</td>
<td>N</td>
<td>Ability to integrate with payroll including ability to track non-productive hours.</td>
</tr>
<tr>
<td>49</td>
<td>I</td>
<td>Option to input the budget dollar amount by project.</td>
</tr>
<tr>
<td>50</td>
<td>I</td>
<td>Ability to apply employee overhead rate by project.</td>
</tr>
</tbody>
</table>

**Report Writing**

<table>
<thead>
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<th>Comments</th>
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</thead>
<tbody>
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<td></td>
<td><em>if vendor responds with 3P, C, or F, additional information must be provided.</em></td>
</tr>
<tr>
<td><strong>I = Important</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N = Nice to Have</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E = Explore</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>R</td>
<td>Search and report on all fields in database, including user-defined fields, with ability to organize, summarize, sort, and sub-total in a variety of ways.</td>
</tr>
<tr>
<td>52</td>
<td>R</td>
<td>Print and email full reports and queries of all sizes.</td>
</tr>
<tr>
<td>#</td>
<td>Vendor Response</td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Report by date range and multiple combinations of other parameters.</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Ability to translate work hours into dollars to charge to a project based on employee’s fully loaded employee cost.</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Modify report templates or standard reports and save new format for use in the future.</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Access reports through graphical dashboard display.</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Executive Dashboard tailored to each user.</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Tracking and notification of personnel certification and license expirations</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Create GIS graphical report overlays tied to activity</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>Drill down from report line item to detail transaction level.</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Monitor and report on user-defined Key Performance Indicators.</td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Intuitive ad hoc queries for users with wild card search and drop down lists. Search, sort, set report parameters (e.g. date ranges).</td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Save a query as a report on desktop or to a library in the system.</td>
<td></td>
</tr>
</tbody>
</table>
## CITY OF VALLEJO
### DESIRED FUNCTIONALITY MATRIX

**Vendor-Provided Services and Support**

<table>
<thead>
<tr>
<th>#</th>
<th>Key Functional Criteria</th>
<th>Vendor Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>64</td>
<td>R Full support throughout set-up process</td>
<td>Y 3P C F N</td>
<td><em>If vendor responds with 3P, C, or F, additional information must be provided.</em></td>
</tr>
<tr>
<td>65</td>
<td>R Continued support and training after initial set-up (provide cost)</td>
<td>Y 3P C F N</td>
<td></td>
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</tbody>
</table>
## TECHNICAL SPECIFICATIONS

<p>| | |</p>
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</table>
| 1. | List the programming language/development tools that you use:  
- User interface layer  
- Business layer  
- Application layer  
- Source code/kernel |
| 2. | Briefly describe the platforms you support and your plans for the future. |
| 3. | List your hardware and desktop requirements. |
| 4. | Briefly discuss your interface and data conversion requirements. What information do you need from us? |
| 5. | Briefly discuss what technical maintenance we will be responsible for, what resources are needed and the level of work. E.g. database administration, system performance tuning, etc. |
PRICE PROPOSAL

INSTRUCTIONS

There are two pricing forms to be completed:

1. On-Premises
2. Hosted or Software-as-a-Service (SAAS)

If you only provide one option, please complete the applicable form. If you provide both options please complete both forms. Also note if there are any other options that you provide and complete an applicable form for those options.

All questions must be answered in as detailed a manner as possible on a separate document, titled appropriately.

ON-PREMISES LICENSE PRICING

Questions

1. Briefly describe your estimating approach and the basis for your proposed pricing.
2. Briefly describe your fee structure for professional services.
3. Discuss how you will discount the software, maintenance/support and services rate for us.
4. Provide a summary of costs excluded from this proposal.

<table>
<thead>
<tr>
<th>SOFTWARE LICENSE</th>
<th>$</th>
<th>ASSUMPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset Record Tracking</td>
<td></td>
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<tr>
<td>Asset Lifecycle Management</td>
<td></td>
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<tr>
<td>Parts/Supplies Inventory</td>
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<tr>
<td>Preventive Maintenance (PM)/Scheduling</td>
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<tr>
<td>Fleet Management</td>
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<tr>
<td>Utilities Management</td>
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</tbody>
</table>
## PRICE PROPOSAL (On-Premise License)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Order Management</td>
<td></td>
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<tr>
<td>Timekeeping</td>
<td></td>
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<tr>
<td>Report Writing</td>
<td></td>
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<tr>
<td>Vendor Provided Services and Support</td>
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<tr>
<td>Open-Source GIS Integration</td>
<td></td>
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<tr>
<td>SeeClickFix Integration</td>
<td></td>
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<tr>
<td>Other: (Describe)</td>
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</tbody>
</table>

### Sub-Total: Core Modules

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>Optional: (Describe)</td>
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</tbody>
</table>

### Sub-Total: Software License

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation</td>
<td>$</td>
<td></td>
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<tr>
<td>Data Conversion</td>
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<td>Training</td>
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<tr>
<td>Integration</td>
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<td>Customization</td>
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<tr>
<td>Travel Expenses</td>
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<tr>
<td>Other: (Describe)</td>
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</tr>
</tbody>
</table>

### Sub-Total: Implementation

<table>
<thead>
<tr>
<th>Feature</th>
<th>Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ratio: Implementation Cost to License Cost (E.g. 2:1)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## PRICE PROPOSAL (On-Premise License)

### ANNUAL MAINTENANCE and SUPPORT

| Year 1 | $ | ASSUMPTIONS |
| Year 2 | $ |            |
| Year 3 | $ |            |
| Year 4 | $ |            |
| Year 5 | $ |            |
| Year 6 | $ |            |
| Year 7 | $ |            |
| Year 8 | $ |            |

**Sub-Total: Maintenance & Support**

Maintenance & Support Cost Calculation Formula (e.g. 18% of purchase price)

**GRAND TOTAL**

<table>
<thead>
<tr>
<th>LICENSE, IMPLEMENTATION, 8 YRS. MAINTENANCE</th>
</tr>
</thead>
</table>
HOSTED OR SOFTWARE-AS-A-SERVICE (SAAS) PRICING

Questions

1. Are you proposing a Hosted or Software-as-a Service (SaaS) option? Briefly describe.
2. Briefly describe your estimating approach and the basis for your proposed pricing.
3. Briefly describe your fee structure for professional services.
4. Discuss how you will discount the subscription, maintenance/support and services rate for us.
5. Provide a summary of costs excluded from this proposal.
6. Describe any commitments (e.g. can we terminate at any time? Is there a 1 year commitment? Etc.)

<table>
<thead>
<tr>
<th>HOSTED/SAAS SUBSCRIPTION</th>
<th>ANNUAL SUBSCRIPTION $</th>
<th>ASSUMPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asset Record Tracking</td>
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<td>Other: (Describe)</td>
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</tbody>
</table>

Sub-Total: Core Modules

Optional: (Describe)

Sub-Total: Annual Subscription
## PRICE PROPOSAL (Hosted/SAAS)

<table>
<thead>
<tr>
<th>SERVICE ELEMENTS</th>
<th>ANNUAL SUBSCRIPTION $</th>
<th>ASSUMPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure</td>
<td></td>
<td></td>
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<tr>
<td>Equipment</td>
<td></td>
<td></td>
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<tr>
<td>Telecommunications &amp; Network</td>
<td></td>
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<tr>
<td>Operations Support</td>
<td></td>
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<tr>
<td>Client Environment Support</td>
<td></td>
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<tr>
<td>Disaster Recovery</td>
<td></td>
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<tr>
<td>Other: (Describe)</td>
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<tr>
<td><strong>Sub-Total: Annual Service Elements</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Subscription</strong></td>
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### IMPLEMENTATION

<table>
<thead>
<tr>
<th>IMPLEMENTATION</th>
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<tr>
<td><strong>Sub-Total: Implementation</strong></td>
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</tbody>
</table>

**Ratio: Implementation Cost to License Cost** (E.g. 2:1)
## PRICE PROPOSAL (Hosted/SAAS)

<table>
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<tr>
<th>ANNUAL MAINTENANCE and SUPPORT</th>
<th>$</th>
<th>ASSUMPTIONS</th>
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</thead>
<tbody>
<tr>
<td>Software</td>
<td></td>
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<tr>
<td>Hardware</td>
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<tr>
<td>Other: (Describe)</td>
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</tr>
<tr>
<td>Sub-Total: Maintenance &amp; Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance &amp; Support Cost</td>
<td></td>
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</tr>
<tr>
<td>Calculation Formula (e.g. 18% of purchase price)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td></td>
<td>1st YEAR SUBSCRIPTION, SERVICE ELEMENTS, IMPLEMENTATION, MAINTENANCE &amp; OTHER</td>
</tr>
</tbody>
</table>
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

DRAFTING NOTE: THE ONLY CHANGE THAT CAN BE MADE TO THE FOOTER OF THIS DOCUMENT IS TO THE PATH AND FILE NAME, WHICH SHOULD BE MADE AFTER YOU SAVE THE DOCUMENT TO YOUR OWN FOLDER. DO NOT CHANGE THE REVISION DATE.

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this ______ day of ____, 20___, by and between the City of Vallejo, a municipal corporation ("City"), and [ type in name ], [ type in the type of entity ], hereinafter referred to as “Consultant”, who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled “Scope of Work.”

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled “Compensation.” The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. Indemnification. Consultant shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, consultant’s fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant’s operations, or any subcontractor’s operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

5. Insurance Requirements. Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled “Insurance Requirements for Consultant.” Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Consultant shall immediately report (as soon as feasible,
but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. **Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

8. **Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. **Licences, Permits, Etc.** Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. **Business License.** Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. **Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally
accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant’s profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant’s responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant’s subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. **Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party’s reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

13. **Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. **Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the
relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant’s officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant’s officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers’ compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant’s compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**DRAFTING NOTE:** **PAYMENT OF PREVAILING WAGES IS APPLICABLE WHEN A CONSULTANT IS PROVIDING SERVICES FOR A PUBLIC WORKS PROJECT AND THE FOLLOWING SHOULD BE ADDED:**

Consultant shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Consultant shall also comply with provisions of Labor Code section 1720 as applicable. A copy of the prevailing wage rates is available for review upon request by Consultant to the City Representative. This provision applies only to the following portions of the scope of work:

**DRAFTING NOTE:** **LIST APPLICABLE SERVICES. IF IT APPLIES TO THE ENTIRE SCOPE OF WORK, THEN TYPE IN: ENTIRE SCOPE OF WORK**

15. **Consultant Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. **Term.** **DRAFTING NOTE:** **IF SERVICES ARE TO BE PERFORMED FOR A DEFINITE TIME PERIOD, THEN USE THE FOLLOWING LANGUAGE:**

The term of this Agreement shall commence on [ type in start date ] and shall continue in full force and effect until [ type in end date ].

**DRAFTING NOTE:** **IF THE CITY WANTS TO AN OPTION TO EXTEND THE TERM, THEN USE THE FOLLOWING:**

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [ type in time period, e.g., one month, one year, 90 days ], by written
notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed [ type in time period, e.g., one year, 90 days ].

**DRAFTING NOTE:** IF SERVICES ARE TO BE PERFORMED FOR AN INDEFINITE TIME PERIOD, THEN DO NOT USE THE ABOVE LANGUAGE AND USE THE FOLLOWING:

The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until terminated by CITY pursuant to the terms of this Agreement.

**DRAFTING NOTE:** IF THIS AGREEMENT IS TO COVER MORE THAN ONCE FISCAL YEAR, INCLUDING AN OPTION PERIOD, THEN INCLUDE THE FOLLOWING LANGUAGE:

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the
property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. **Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. **Assignment and Subcontracting.** Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. **Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. **Non-Discrimination/Fair Employment Practices.**
   (a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or
procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. **Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:  
[insert name]  
[insert title]  
[insert Department name]  
555 Santa Clara Street  
Vallejo, CA  94590

If to Consultant:  
[insert name]  
[insert title]  
[insert company name]  
[insert street name and suite #, if any]  
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. **Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. **Severability Clause.** Should any provision of this Agreement ever be
deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. **Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. **Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. **Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party’s draftsmanship thereof.

29. **Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. **Compliance with Laws.** Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. **Confidentiality of City Information.** During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant’s scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.
Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant’s obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative’s designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

DRAFTING NOTE: IF IT IS ESSENTIAL THAT THE AGREEMENT BE SIGNED ASAP, THEN INSERT THE FOLLOWING:

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

   Exhibit A, entitled “Scope of Work,” including any attachments.
   Exhibit B, entitled “Compensation,” including any attachments.
   Exhibit C, entitled “Insurance Requirements,” including any attachments.
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[ INSERT CONSULTANT NAME ]
[ INSERT TYPE OF ENTITY ]

By: __________________________
[ insert name ]
[ insert title ]

DATE: ________________________

Vallejo Business License No.

(City Seal)

DRAFTING NOTE: MAKE SURE TO USE THE CORRECT SIGNATURE BLOCK FOR THE TYPE OF ENTITY THE CITY IS CONTRACTING WITH. SEE INSTRUCTION SHEET.

CITY OF VALLEJO,
a municipal corporation

By: __________________________
David A. Kleinschmidt
Public Works Director

DATE: ________________________

ATTEST:

By: __________________________
Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:

__________________________
Jill A. Mercurio
Assistant Public Works Director / City Engineer

APPROVED AS TO FORM AND INSURANCE:

__________________________
Claudia Quintana
City Attorney
EXHIBIT A

SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

[insert name]
[insert title]
[insert Department name]
555 Santa Clara Street
Vallejo CA 94590
[insert telephone number]
[insert facsimile number]

The Consultant’s Representative for this Agreement is:

[insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert City, state and zip code]
[insert telephone number]
[insert facsimile number]

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City’s Representative.

2. Services to be Provided.

DRAFTING NOTE: INSERT THE SCOPE OF SERVICES OR DESCRIPTION OF WORK THAT THE CONSULTANT WILL BE PERFORMING. MAKE SURE TO DETAIL ALL THE SERVICES TO BE PROVIDED AND DEFINE ANY TERMS WHICH ARE ESSENTIAL TO THE PERFORMANCE OBLIGATIONS OF THE CONSULTANT. IF THE SCOPE OF SERVICES IS GOING TO BE A COPY OF CONSULTANT’S PROPOSAL OR A SCOPE OF WORK PREPARED BY THE CONSULTANT, THEN LABEL THE DOCUMENT “ATTACHMENT 1 TO EXHIBIT A” AND INSERT THE FOLLOWING HERE:

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

DRAFTING NOTE: ATTACHMENT 1 OF EXHIBIT A SHOULD BE LABELED IN
3. Time for Performance. **DRAFTING NOTE:** IF THERE IS A PERFORMANCE SCHEDULE THEN USE THIS SECTION. OTHERWISE DELETE FROM AGREEMENT. Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City’s Representative. Consultant will complete all services by [insert date].

**DRAFTING NOTE:** IF THE SCHEDULE IS GOING TO BE A COPY OF A SECTION OF THE CONSULTANT’S PROPOSAL, THEN USE THE FOLLOWING LANGUAGE.

Consultant will perform the services according to the schedule contained in Attachment [insert number] of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City’s Representative. Consultant will complete all services by [insert date].

**DRAFTING NOTE:** LABEL THE DOCUMENT “ATTACHMENT 1 OR 2, AS APPROPRIATE, TO EXHIBIT A.”

4. Key Personnel. **DRAFTING NOTE:** IF YOU WANT TO ASSURE THAT ONLY CERTAIN OF THE CONSULTANTS EMPLOYEES ARE TO WORK ON THIS PROJECT, THEN YOU SHOULD INCLUDE THIS SECTION. IF NOT THEN DELETE FROM THE AGREEMENT. All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City’s decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant’s obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: [INSERT LIST OF EMPLOYEES NAMES]
EXHIBIT B

COMPENSATION

1. Consultant’s Compensation. DRAFTING NOTE: IF COMPENSATION WILL BE BASED ON AN HOURLY RATE, THEN USE THE FOLLOWING LANGUAGE;

   A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., $2,550.13].

   Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

   DRAFTING NOTE: IF COMPENSATION IS A FIXED PRICE THEN USE THE FOLLOWING:

   City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, in a lump sum of [insert dollar amount in words - e.g. Two Thousand Five Hundred Fifty Dollars and 13 Cents] [insert dollar amount in number- e.g., $2,550.13] upon satisfactory completion of the services and delivery of the work product.

   B. Additional Services:

   1. Additional services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement (“Additional Services”). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

   2. Consultant’s compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Consultant, compensation to Consultant shall not exceed the fixed
fee amount.

2. **Appropriate Billable Hourly Rates for Services and Additional Services.**

   Consultant’s billable hourly rates shall be:

   **DRAFTING NOTE:** INSERT TITLE AND HOURLY RATE FOR ALL OF THE CONSULTANT EMPLOYEES THAT WILL BE PROVIDING SERVICES UNDER THIS AGREEMENT

3. **Consultant’s Reimbursable Expenses.**

   Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. **Payments to Consultant.**

   A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant’s invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

   B. All invoices submitted by Consultant shall contain the following information:

   1. Description of services billed under this invoice
   2. Date of Invoice Issuance
   3. Sequential Invoice Number
   4. City’s Purchase Order Number (if issued)
   5. Social Security Number or Taxpayer Identification Number
   6. Amount of this Invoice (Itemize all Reimbursable Expenses”)
   7. Total Billed to Date

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant’s failure to comply with the invoice format described above.

   D. Request for payment shall be sent to:

   [insert name]
   [insert title]
   [insert Department name]
5. **Accounting Records of Consultant.** Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant’s direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant’s Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City’s Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

6. **Taxes.** Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant’s compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant’s breach of this section pursuant to the Indemnification provisions of this Agreement.

7. **Taxpayer Identification Number.** Consultant shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.
EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers’ Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

A. General Liability: $1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.

B. Automobile Liability: $1,000,000.00 per accident for bodily injury and property damage.

C. Workers’ Compensation and Employer's Liability: $1,000,000.00 per accident for bodily injury or disease. If Borrower is not subject to California Workers’ Compensation requirements, Borrower shall file a completed certificate of exemption form which may be obtained from the City of Vallejo prior to commencing any activity authorized hereunder.
D. Professional Liability, (Errors and Omission): $1,000,000.00 coverage continuing for 3 years after completion of services rendered.

3. **Deductible and Self-Insured Retention.** Any deductibles or self-insured retention greater than $10,000 must be declared to and approved by the City’s Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City’s Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. **Other Insurance Provisions.** The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

   A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

   B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

   C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

   D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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.
The workers’ compensation and employer’s liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant’s performance under this Agreement.

5. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. **Verification of Coverage.** Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

   City of Vallejo  
   Attn: City Attorney  
   555 Santa Clara Street  
   Vallejo, CA  94590

7. **Subcontractors.** Consultant 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.

8. **Payment Withhold.** City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.