

# **CITY OF ELK GROVE**



## **Request for Proposals**

**For**

## **Fleet Asset and Maintenance Software**

**City Clerk's Office  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

**Proposals Due by 9:00 A.M. on April 25, 2024**

**Introduction:**

The City of Elk Grove (City) is accepting proposals from qualified Service Providers (Service Provider(s)) for Fleet Asset and Maintenance Software in accordance with the included specifications, terms, and conditions shown in this Request for Proposals (RFP). Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

**Written Submissions:**

One signed original, (3) copies, and one USB Flash Drive copy of the proposals must be submitted to the Office of the City Clerk by **9:00 A.M on April 25, 2024**. Proposal shall be submitted in a sealed envelope clearly marked (Fleet Asset and Maintenance Software) and addressed to:

**OFFICE OF THE CITY CLERK  
CITY OF ELK GROVE  
8401 Laguna Palms Way  
Elk Grove, CA 95758**

**Electronic Submission:**

As an alternative to written proposals, proposals may be submitted electronically in pdf form, and emailed to City Clerk Jason Lindgren at [jlindgren@elkgrovecity.org](mailto:jlindgren@elkgrovecity.org), with a copy to Carrie Monti, Management Analyst, [cmonti@elkgrovecity.org](mailto:cmonti@elkgrovecity.org), prior to the deadline stated above. Submittals in pdf format must be fully ADA compliant. Large files may be sent using a cloud-based system such as Dropbox. Service Providers shall be responsible for ensuring that proposals submitted electronically are received by the City Clerk prior to the deadline. Proposals that are not received prior to the deadline shall not be considered by the City, even if the late submission is due to a technical or other error, including, without limitation, the City's inability to open or access the electronic file. If the proposing Service Provider does not receive a confirmation from the City Clerk that the proposal has been received, Service Provider should assume the transmission failed and either resubmit or arrange for another method of delivery. Service Providers are also encouraged to contact the City Clerk to confirm receipt of their proposal prior to the deadline. Proposals shall not be accepted by fax.

**Questions:**

Questions regarding this RFP are to be directed by e-mail to: Carrie Monti, Management Analyst, [cmonti@elkgrovecity.org](mailto:cmonti@elkgrovecity.org) with a copy to Natalie Machado, Administrative Analyst, [nmachado@elkgrovecity.org](mailto:nmachado@elkgrovecity.org). Such contact shall be for clarification purposes only. The City must receive all questions no later than **9:00 AM on April 11, 2024**. Material changes, if any, to the scope of services or proposal procedures shall only be transmitted by written addendum and posted to the City website. Addendums and answers to submitted questions will be available via the City of Elk Grove website under "Notice" for the RFP announcement.

**Late Proposals:**

Proposals arriving after the specified date and time shall not be considered, nor will late proposals be opened. Each Service Provider assumes responsibility for timely submission of its proposal.

**Withdrawal or Modifications of Proposals:**

Any proposal may be withdrawn or modified by a written request signed by the Service Provider and received by the City Clerk prior to the final time and date for the receipt of proposals. Once the deadline is past, Service Providers are obligated to fulfill the terms of their proposal.

**Proposal Acceptance and Rejection:**

The City reserves the right to accept any proposal, reject any and all proposals, and to call for new proposals or dispense with the proposal process in accordance with the Elk Grove Municipal Code.

**Proposal Evaluation and Award:**

Evaluation shall be made based on the criteria noted in Attachment A: Evaluation and Selection Criteria. A contract may be awarded to the responsible Service Provider who best meets the City's needs by demonstrating the competence, and qualifications necessary for the satisfactory performance of the required services, shall not necessarily be based on the lowest priced proposal, but shall be based on a determination of which services offered serve the best interest of the City, except as otherwise provided by law, taking into consideration adherence to the included specifications. A contract may be awarded to the next responsible Service Provider if the successful Service Provider refuses or fails to execute the contract. All Service Providers that were not selected by the City shall be notified in writing. Nothing herein shall obligate the City to award a contract to any responding Service Provider. Any contract awarded will be non-exclusive, and the City reserves the right to seek services from other sources, in the City's sole discretion.

**Register with the California Secretary of State:**

Unless Service Provider is a sole proprietorship, Service Provider must be registered and in good standing with the California Secretary of State within 14 days following notification of the City's intent to award a contract to Service Provider and prior to execution of a final contract. Failure to timely register with the Secretary of State may result in the City awarding the contract to another Service Provider. Additional information regarding the registration process may be found on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/>

**Disclosure of Submitted Materials:**

After selection and execution of the contract(s), (or prior thereto if required by law) all information and materials provided in each submittal received is subject to disclosure through a public records request pursuant to the California Public Records Act, or otherwise as may be required by law. The City, in its sole discretion, may release any submitted materials, regardless of whether such materials are marked by respondents as confidential or otherwise as protected.

**Waiver of Irregularities:**

The City retains the right, in its sole discretion, to waive any irregularities in proposals that do not comply with the strict requirements of this RFP, and the City reserves the right to award a contract to a Service Provider submitting any such non-compliant proposal, all in the City's sole discretion.

**Local Vendor Preference:**

A bid or proposal from a local vendor for commodities, equipment, and general services will be tabulated as if it were five (5%) percent below the figure actually set forth in the bid or proposal, up to a maximum preference of Fifty Thousand and no/100th (\$50,000.00) Dollars per bid or proposal, to account for the financial advantages accruing to the City by the award of a bid to a local vendor. Bids or proposals submitted in response to this RFP will be evaluated on the basis of a local preference of five (5%) percent of the bid or proposal price.

"Local vendor" means a person or legal entity which has a place of business (other than a post office box) within the City and has a valid, current business license issued by the City. To qualify as a local vendor for the purposes of Section 3.42.230 of this Code, the vendor shall submit with its bid or proposal a completed City-provided affidavit that documents the following: 1) the business has a facility with a City of Elk Grove address, 2) the business has, during at least one (1) year immediately preceding the submission of the bid or proposal, attributed sales tax to the City of Elk Grove, and 3) the business has had a City of Elk Grove business license for at least one (1) year prior to the submission of the bid or proposal. The affidavit can be obtained by accessing the Request for Proposal and Bids section of the City website, <http://www.elkgrovecity.org/community/request-for-proposal.asp>.

**Validity of Pricing:**

Service Providers are required to provide a fee structure including the hourly rate of the principals to be assigned to the matter, and proposed cost (line item descriptions and pricing), and expense reimbursements levels, and total costs. No cost increases shall be passed onto the City after the proposal has been submitted. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

**No Guarantee of Usage:**

Any quantities listed in this RFP are estimated or projected and are provided for tabulation and information purposes only. No guarantee of quantities is given or implied by the City. Service Provider must furnish the City's needs as they arise.

**Demonstrations:**

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Service Provider shall respond promptly and arrange a demonstration at a convenient location. Failure to a demonstration as specified by the City may result in rejection of a proposal.

**Use of Other Governmental Contracts:**

The City reserves the right to reject any part or all of any proposals received and utilize other available governmental contracts.

**Qualification/Inspection:**

Proposals will only be considered from Service Providers normally engaged in providing the services specified herein. By responding to this RFP, the Service Provider consents to the City's right to inspect the Service Provider's facilities, personnel, and organization at any time, or to take any other action necessary to determine Service Provider's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Service Providers and/or to award a contract without conducting interviews.

**Acceptance and Conditions**

The services rendered in response to the RFP must comply fully with the terms of the RFP. The City will make payment only after the services rendered are reviewed and accepted as complete by the City.

**Other Governmental Entities:**

If the Service Provider is awarded a contract as a result of this RFP, the Service Provider shall, if the Service Provider has sufficient capacity, provide to other governmental agencies, so requesting, the services awarded in accordance with the terms and conditions of the RFP.

**Payment Terms:**

Payment shall be made as set forth in the contract attached hereto as Attachment B. In submitting proposals under these specifications, Service Providers should take into account all discounts, both trade and time, allowed in accordance with the payment terms.

**Performance:**

It is the intention of the City to acquire services as specified herein from a Service Provider that will give prompt and convenient service.

**Term of Contract:**

The term of the contract will be for a specific period of time, commencing upon execution. The City anticipates the contract to be for a term of five years with five one-year extensions, at the option of the City. The City reserves the right to set the term for a period deemed to be in the best interest of the City, and terminate the contract as set forth therein.

**Amendments:**

If, in the course of the performance of the contract, Service Provider or the City proposes changes to the services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Service Provider or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the

negotiated documents will be submitted to the City for approval. Upon approval by the City, an amendment to the Contract will be approved by all parties for the change to be implemented. An amendment shall not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

**Service and support:**

All Service Providers shall explain how all on-going service and support shall be handled by the Service Provider and the City of Elk Grove.

**Records:**

The Service Provider shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services under the contract. The Service Provider shall maintain adequate records of services provided in sufficient detail to permit an evaluation of the services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Service Provider shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment,

**(See next page for Guidelines for Proposal)**

## Guidelines for Proposal

The following guidelines are provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City by simplifying the review process providing standards for comparison of submissions.

Statements submitted in response to this RFP shall include a complete response to the requirements in this section in the order presented. Statements should be a straightforward delineation of the respondent's capability to satisfy the intent and requirements of this RFP, and should not contain redundancies and conflicting statements.

Written proposals shall be printed double sided, submitted on 8-1/2" x 11" recycled paper, with easy to read font size and style. Pages shall be numbered, tabbed, and bound (spiral / comb / three ring binder). Tabbed dividers should separate and identify the response items described below.

Digital submissions shall include bookmarks for each section with an easy to read font size and style.

Proposals shall contain the following information in the order listed:

1. Introductory letter

The introductory letter should be addressed to:

Carrie Monti  
Management Analyst  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758

The letter shall include the Service Provider's name submitting the proposal, their mailing address, telephone number, and contact name. The letter shall address the Service Provider's understanding of the project based on this RFP and any other information the Service Provider has gathered. Include a statement discussing the Service Provider's interest and qualifications for this type of work. A principal of the firm authorized to legally bind the firm shall sign the letter.

2. Table of Contents

The service provider shall insert a comprehensive table of contents denoting sections three through nine of the proposal as indicated below.

3. Qualifications and Experience

Describe the Service Provider's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Service Provider. List types and locations of similar work performed by the Service Provider in the last five (5) years that best characterizes the quality and past performance. Include names and current phone numbers for contact on work quality and performance. References may be contacted as part of the selection Process.

4. Work Plan

The work plan must state the Service Provider's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

5. Conflict of Interest Statement

Any activities or relationships of the Service Provider that might create a conflict of interest for the Service Provider or the City, and, if such activities or relationships exist, a description of the facts, legal implications, and possible effects sufficient to permit the City to appreciate the significance of the conflict and to grant any conflict waiver, if appropriate and necessary.

6. Supportive Information/References

This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Service Provider's qualifications.

7. Fees

This section should include the cost for requested services outlined in the Scope of Work, and must specifically itemize the fees for the services stated under the Specifications section of the Scope of Work. Service Providers are required to provide line item descriptions and pricing, applicable sales tax, and a total final price. No cost increases shall be passed onto the City after the proposal has been submitted. Tax is to be listed as a separate line item.

8. Secretary of State

Service Provider shall acknowledge their understanding of needing to be registered with the California Secretary of State as noted in the RFP language above.

9. Professional Services Contract:

Attached to the RFP (Attachment B) is a copy of the City's standard Professional Services Contract (Contract). The City's standard Contract may be modified, in the City's sole discretion, to address the specific provisions of this RFP and Service Providers should note that any specifications or other requirements specific to this RFP shall be included in the Contract and Contract's exhibits following an award of the Contract. Please review the Contract carefully and note in your proposal any exceptions or alterations to the Contract. Alterations or changes to the Contract that are not in the Service Provider's response shall not be allowed after the selection of the Service Provider. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. By requiring these requests up front, the City can compare all respondents on an equal basis. However, the City reserves the right, in its sole discretion, to accept or reject any and all proposed changes to the City's standard Contract.

**(See next page for Scope of Work)**

## SCOPE OF WORK

### Background:

The City of Elk Grove's (COEG) Public Works (PW) Department, Fleet (Fleet) Division currently utilizes a legacy fleet maintenance system implemented over ten years ago that tracks vehicle assets, fuel costs, as well as the work orders and maintenance associated with those assets. The City seeks to select a single contract with one Proposer to replace the current system and provide system support throughout the contract's lifecycle. Support includes any data conversion, implementation management, training, testing, onsite and offsite technical support for the duration of the contract, report writing, data integration, and future integration recommendations, systems maintenance and upgrades, and other such support activities of the new fleet asset and maintenance software until such time that the City should terminate the contract.

Fleet currently maintains approximately 240 vehicles and pieces of equipment for five divisions including Police, Public Works, Code Enforcement and Housing.

# of Assets	Description
185	Light duty vehicles (pickup trucks, cars, etc.)
6	Heavy duty vehicles (sweepers, Vac-Con, Police Specialized equipment)
27	Non-motorized equipment (trailers)
17	Motorcycles
5	Equipment (generators and electric boat)

Fleet generates approximately 750 work orders annually and is staffed with two employees. All maintenance and repairs are performed by outside vendors.

Fleet has a 12,000 gallon bulk fuel tank with 2 dispensers and tracking software (OPW Fuel Management Software) which imports fuel transactions (unit number, odometer, dispenser number and fuel quantity) to the existing system. Fleet currently uses Voyager fuel cards which require manual entry.

### A. Objectives:

The City is seeking to identify an "off the shelf" cloud based software solution that will enable staff to track and manage fleet assets, service requests, work orders, inspection reports, and employee concerns through a centralized database of information that is accessible via desktop as well as laptops and other mobile devices in the field, with minimal modifications by staff.

Many key features have been identified and the City is seeking a fleet asset and maintenance system that is capable of but not limited to:

- Providing a scalable solution that enables complete vehicle/equipment asset inventory and work management.
- Supporting the organization of information in Department/Division-defined hierarchal levels.
- Defining workflow 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, fuel, etc.
- Importing data from the existing OPW Fleet Management Software Fuel Network System and Voyager Fuel Card and Cardlock Fuel Transactions.



- Featuring a data model that is fully user definable and modifiable without vendor support and all fields can be reported on.
- Mobile capability solution via application; add-on or interface for mobile devices including but not limited to tablets (Windows, Android, Apple) and smart phones (Windows, Android, Apple).
- Provide historical data information from existing software.

**B. Network Environment**

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

**Key Applications:**

The City of Elk Grove is seeking a cloud-based software system that can be accessed over the internet. Please address the following in your proposal:

- 1) Security of your data center including the location, redundancy, and if you are FedRAMP certified. Include options for Multi-Factor Authentication.
- 2) How application updates are handled.
- 3) Do you have a sandbox environment for testing?
- 4) What is the Service Level Agreement for the data center and application support.

**C. Desired Functionality**

A complete list of the features and functionality required and desired in the fleet asset and maintenance system is contained in the Desired Functionality Matrix form. Complete and insert in the appropriate section of the proposal.

**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 fleet management 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 fleet asset and maintenance 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 functionalities. The Proposer shall 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.

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.

	Attached
<p><b>Section A. Completed Proposer Checklist</b>            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.</p>	
<p><b>Section B. Company and Partner (if applicable) Information and Qualifications Form (and questions) Including Any Third Party or Sub Consultant.</b>            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".</p> <p>If Proposer is submitting an RFP with a separate company as the implementer, the implementing company must complete the <i>Partner Information and Qualifications</i> document and submit it in the same manner.</p>	
<p><b>Section C. Desired Functionality Matrix (and questions)</b>            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, "Fleet Asset and Maintenance Software Functional Requirements".</p>	
<p><b>Section D. Technical Specifications</b>            All sections of this document must be completed and submitted on the form provided or its copy.</p>	
<p><b>Section E. Price Proposal (and questions)</b>            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, "Hosted or Software-as-a-Service Pricing".</p> <p>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 to understand.</p>	
<p><b>Section F. Proposal Summary</b>            Proposer shall <b>attach an executive summary</b> that discusses the highlights, key features, and distinguishing points of the proposal. This summary should be <i>specifically tailored</i> to the scope of services requested herein, and not a boilerplate marketing flyer for the product.</p>	

<p><b>Section G. Scope of Services</b></p> <p>Proposer shall <b>attach a narrative</b> 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.</p> <p>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.</p>	
<p><b>Section H. Statement of Qualifications</b></p> <p>Proposer shall <b>attach a narrative</b> that includes a detailed description of its organization and the experience of its employees who will be working on the fleet asset and maintenance system project. The description must include, at a minimum:</p> <ol style="list-style-type: none"> <li>1. Identification of the project manager, alternate project manager, and key team members</li> <li>2. Organizational responsibilities and detailed descriptions or resumes of each representative</li> <li>3. The role of each individual regarding the project</li> <li>4. Summary of the experience and technological expertise, including certifications, of the staff performing the installation and/or configuration</li> </ol>	
<p><b>Section I. Implementation Plan</b></p> <p>Proposer shall <b>attach a detailed Implementation Plan</b> 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.</p>	
<p><b>Section J. Training Plan</b></p> <p>Proposer shall <b>attach a narrative</b> 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 fleet asset and maintenance system using the recommended tools and/or services.</p>	
<p><b>Section K. Ongoing Customer Service and Technical Support Options</b></p> <p>Proposer shall <b>attach a narrative</b> that describes the proposer's capacity to provide the City with technical support during and after implementation. The narrative should include:</p> <ol style="list-style-type: none"> <li>1. Extended warranties or maintenance agreements provided by the Proposer, including all services provided, for a 1-year period for the fleet asset and maintenance system.</li> </ol> <p>Software maintenance desired:</p> <ol style="list-style-type: none"> <li>a. Technical website support available 24/7</li> <li>b. On-site support, if necessary</li> <li>c. All updates and software patches as they become available</li> <li>d. Support for problems arising from applying updates and patches</li> </ol> <p>Ongoing options and cost for customer service and support</p>	
<p><b>Section L. Copy of Elk Grove Business License or Letter of Intent to Apply for License</b></p>	

# Company Information and Qualifications

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

<b>Proposing Vendor and Software Information</b>	
Company Name	
<b>1. Primary Contact Information</b>	
Name and Title of Primary Contact	
Company Address	
Phone	
Email Address	
Years with Company	
<b>2. Key Personnel Contact Information</b>	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	
<b>3. Key Personnel Contact Information (Cont. if necessary)</b>	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	
<b>4. Regional Offices and Staff</b>	
Location and size of office serving the City	
Range of services provided by the office (customer services, technical support, troubleshooting,	

## Company Information and Qualifications

<b>5. Company Information</b>	
Year Founded	
Fiscal Year End	
Revenue: Current Year	
Revenue: Prior Year	
Parent Company (If separate)	
<b>6. Number of Vendor Employees</b>	
Total Worldwide	
Total in U.S.	
Number dedicated to the proposed software	
U.S. number dedicated to the proposed software	
<b>7. Number of Customers Using the Proposed Software</b>	
Total in U.S.	
Total in California	
Number of agencies in California using the proposed software	
<b>8. Implementation Model</b>	
How is your system implemented? Through your company, or an implementation partner?	
<b>9. Version Schedule</b>	
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 fleet management systems 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 fleet management systems, including experience working with agencies of our size, and integrating with fuel management systems.
4. Describe your system's management for agencies working with offsite vendors performing vehicle maintenance.
5. Disclose any recent litigation (and outcomes) and litigation currently underway.
6. Provide a list of cities, agencies, and/or department customers using a similarly proposed solution; include fleet size, and how long they have been a customer.
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 **any** and **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.

<b>Proposing Implementation Partner Information</b>	
Company Name	
<b>1. Primary Contact Information</b>	
Name and Title of Primary Contact Person	
Company Address	
Phone	
Email Address	
Years with Company	
<b>2. Key Personnel Contact Information</b>	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	
<b>3. Key Personnel Contact Information (Cont. if necessary)</b>	
Name and Title of Key Personnel	
Company Address	
Phone	
Email Address	
Years with Company	

## Partner Information and Qualifications (if applicable)

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 Fleet Asset and Maintenance systems 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 Fleet Asset and Maintenance systems, including experience working with agencies of our size.
5. Provide a list of cities, agencies, and or department customers where you have implemented this company's Fleet Asset and Maintenance system.
6. Briefly describe your approach and philosophy to setting up/implementing Fleet Asset and Maintenance 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 ELK GROVE

## DESIRED FUNCTIONALITY MATRIX

**Answer all questions in a detailed 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).

### Asset Record Tracking

2. Describe how/if your system supports the following attributes: category, sub-category, asset number, related numbers (e.g. serial, license, etc.), parent/child relationships, acquisition date, in service date, disposal date, expected useful life, location, department, person asset is assigned to, warranty information, disposal cost, salvage value, photos, and related nested assets.

### Asset Lifecycle Management,

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.

### Preventive Maintenance (PM)/Scheduling

4. Detail how your system handles PM, Inspections, and asset management.

### Parts/Supplies Inventory

5. Describe the inventory information flow through asset modules, inventory, work orders, and financials for evaluation.

### Work Order Management

6. Describe workload management features (e.g. scheduling, balancing, etc.)

### Report Writer

7. Explain your system’s reporting tools, what is offered out-of-the-box, and what options are available to the City for developing custom reports that are not offered out-of-the-box.

### Data Upload

8. 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.

# CITY OF ELK GROVE DESIRED FUNCTIONALITY MATRIX

## 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:

<b>Y</b>	Fully supported by the current release of the software.
<b>3P</b>	Supported with third party software (i.e. software not directly owned or controlled by the vendor submitting the proposal).
<b>C</b>	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 version(s) or upgrades.
<b>F</b>	Future functionality: Supported in the next release of the software.
<b>N</b>	Not supported.

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

- General Features
- Technology
- Asset Record Tracking
- Asset Lifecycle Management
- Parts/Supplies Inventory
- Preventive Maintenance (PM)/Scheduling
- Work Order Management
- Timekeeping
- Fuel Management
- Report Writing
- Vendor-Provided Services/Support

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

		<b>Key Functional Criteria</b>  R = Required I = Important N = Nice to Have E = Explore	Vendor Response					<b>Comments</b>  *if vendor responds with 3P, C, or F, additional information must be provided.
			Y	3P	C	F	N	
<b>General Features</b>								
1	R	Intuitive system navigation (e.g. configurable menus, screens, drop down lists, etc.).						
2	R	Data input supported by drop down menus or lists with selection options.						
3	R	Electronic approval routing.						
4	R	Unlimited notes or text fields.						
5	R	Full audit trail and history throughout all modules: Date, time, who made the change, etc.						
6	R	Role-based, user configurable menus, screens, fields, and reports.						
7	R	Drill down to transaction detail throughout all modules and across to other modules.						
8	R	Global updates; ability to pick a field where update should be made and have that field update across all like records.						
9	R	Search function capable of searching across all fields (e.g. location, asset number, assigned employee, date of work order).						
10	R	Back-end access to the data via Linked Server or equivalent (Read-only access is fine).						

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

11	R	Support recurring and manual asset data imports with option to have reports emailed.							
12	R	Incident and accident tracking system with the capability to store or link to photos, accident reports, estimates, etc.							
13	I	Context sensitive help.							
14	I	Edit/spell check tool.							
15	I	Customer definable rules-based workflow.							
<b>Technology</b>									
16	R	Attach electronic files (i.e. PDF, Photos and video) to various records and fields throughout the system including assets and work orders.							
17	R	Email distribution of reports, approval requests, etc. from within the system.							
18	R	Support of mobile technologies (VPN, synchronization when not connected to cell service), and various handheld devices (e.g. tablets, smartphones, etc.).							
19	I	Ability to export reports in Microsoft Excel or PDF files							
20	R	Separate database instance for testing.							
<b>Asset Record Tracking</b>									

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

21	R	<p>Maintain all pertinent data on each piece of equipment including but not limited to the following fields:</p> <ul style="list-style-type: none"> <li>• Equipment Number</li> <li>• Year</li> <li>• Make</li> <li>• Model</li> <li>• VIN/Serial Number</li> <li>• Title Number</li> <li>• License</li> <li>• Class Code</li> <li>• Subclass Code</li> <li>• Department</li> <li>• Billing Code</li> <li>• Color</li> <li>• Tires</li> <li>• Gross Vehicle Weight</li> <li>• Fuel Type</li> <li>• Fuel Capacity</li> <li>• Location Codes</li> <li>• Purchase Order Number</li> <li>• Purchase Price</li> <li>• Purchase Date</li> <li>• Vendor</li> <li>• Leased/Owned</li> <li>• Driver/Operator</li> <li>• Actual Rate / Rental Rate</li> <li>• In-Service Date</li> </ul>							
22	R	Easily transfer an asset and all related records and history to another person, location, facility, or equipment/asset.							
23	R	Track asset activities and history for unlimited years (e.g. repairs, replacement, refurbishment, maintenance, upgrades, retirement, abandon-in-place, disposal cost, etc.)							
24	R	Condition tracking with actual useful life, customer-defined conditions, replacement cost and time analysis.							
25	R	Web/mobile-enabled ability to pull up the complete history of an asset in the field via mobile device and tablet.							
26	I	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.							

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

<b>Asset Lifecycle Management</b>									
27		Provide a vehicle replacement screen that calculates replacement based on user defined criteria							
28		System must identify vehicles for replacement, along with detailed lifecycle cost and total cost of ownership reports							
29		Ability to access depreciation, salvage value, remaining months of useful life, repair costs, fuel costs, life to date on screen or through a report							
30		Ability to track vehicles out of service and/or sold through auction							
<b>Parts/Supplies Inventory</b>									
31	I	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).							
32	I	Support multiple inventory valuation methods (LIFO, FIFO, Average, etc.)							
33	I	Min/max order quantities and re-order lead times that trigger suggested purchase requisitions.							
34	I	Material Safety Data Sheet tracking. Indicate of interfacing with online compliance sites.							
35	N	A-B-C cycle counting tools/scheduling for parts, supplies, and equipment/assets inventories.							
<b>Preventive Maintenance (PM)/Scheduling</b>									

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

36	R	Maintenance triggers and schedule based on customer defined parameters such as mileage, warranty expiration, usage hours, flow volumes, asset age, environmental conditions, average expected life, time milestones (e.g. every 5 years), etc.							
37	R	Generate work order with default information from predefined preventive maintenance tasks.							
38	R	Provide preventive maintenance and asset management for equipment and vehicle fleet. (e.g.).							
39	R	Warranty tracking and expiration alerts on components.							
40	R	Generate inspection schedules based on asset types and customer defined inspection rules.							
41	R	Ability to make bulk changes to sets of both preventive maintenance and reactive work orders.							
42	R	Store and assign preventive maintenance procedures tied to work type and asset.							
43	I	Customer defined inspection templates (e.g. test results, photos, checklist of inspections activities, etc.)							
<b>Work Order Management</b>									
44	R	Use of VMRS (Vehicle Maintenance Reporting Standards) codes for work orders.							
45	R	Ability to create checklists and activities as part of a work order.							
46	R	Ability to generate internal work orders and/or service requests from a desktop or mobile device.							

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

47	R	Handle work orders for reactive work as it occurs.							
48	R	Ability to modify work order type from a desktop or mobile device.							
49	R	Track materials issued to a work order; interface to Inventory module for automated adjustments to inventory levels.							
50	R	Easy drill down to parts inventory to attach parts to work orders or use of bar code reader.							
51	R	Special order parts reminders.							
52	R	Generate a work order that includes maintenance on multiple assets							
53	R	Generate a work order that includes several actions/items, with no limits							
54	R	No limit to amount of work orders that can be open at any time							
55	R	Reserve and assign equipment to a work order.							
56	R	Generate work order status messages to requestor.							
57	R	Track relationship between service request and work order.							
58	N	Ability to generate customer surveys.							
59	I	Ability to charge work by line item to cost centers, GL accounts, or via allocations.							



**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

60	R	Allows assignment of work orders to individuals, crews, or outside vendors.							
61	R	Assign work order priority status (e.g. priority Low, Medium, High) with ability to escalate.							
62	I	Fields for "requested by" and "requested for"							
63	I	Ability to set price manually on any inventory or non-inventory parts used on work order.							

**Timekeeping**

64	I	Capture time entry direct from field staff. Please describe your functionality and options.							
65	I	Single point of entry for time to flow through work order, projects, payroll.							
66	I	Track direct and in-direct time at work, independently from company's payroll system. Ability to apply time to tickets/projects							
67	I	Option to input the budget dollar amount by department.							
68	I	Ability to apply employee overhead rate by project.							

**Fuel Management**

69	R	Input miles/hours, gallons, date, costs of fuel, ties with PM schedule							
70	R	Ability to manually edit/enter odometer readings							

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

71	R	Support manual entry of fuel transactions							
72	R	Ability to interface with and import data from Voyager, Cardlock fuel cards and OPW Fuel Management Software for fuel card tracking of all fuel transactional data							
73	R	Ability to make Fuel Corrections							

**Report Writing**

74	R	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.							
75	R	Print and email full reports and queries of all sizes. Have the ability to auto generate reports on as-needed basis.							
76	R	Report by date range and multiple combinations of other parameters.							
77	R	Ability to translate work hours into dollars to charge to a project based on employee's fully loaded employee cost.							
78	R	Modify report templates or standard reports and save new format for use in the future.							
79	R	Access reports through graphical dashboard display.							
80	R	Executive Dashboard tailored to each user. Limit access to users or sub-groups.							
81	I	Tracking and notification of personnel certification and license expirations							

**CITY OF ELK GROVE  
DESIRED FUNCTIONALITY MATRIX**

82	I	Drill down from report line item to detail transaction level.							
83	I	Monitor and report on user-defined Key Performance Indicators.							
84	I	Intuitive ad hoc queries for users with wild card search and drop-down lists. Search, sort, set report parameters (e.g. date ranges).							
85	I	Save a query as a report on desktop or to a library in the system.							

**Vendor-Provided Services and Support**

86	R	Full support throughout set-up process							
87	R	Continued support and training after initial set-up (provide cost)							
88	R	Guaranteed 99.9% uptime and a financially backed service level							
89	R	Data portability to include maintained database schema diagrams							
90	R	Active Directory integration for application login							

## TECHNICAL SPECIFICATIONS

1.	List your desktop hardware requirements.	
2.	Briefly discuss your interface and data conversion requirements. What information do you need from us and any additional fees for importing data?	

# HOSTED OR SOFTWARE-AS-A-SERVICE (SAAS) PRICING

## PRICE PROPOSAL

### INSTRUCTIONS

All questions must be answered in as detailed a manner as possible in Section 4 of Guidelines for Proposal.

1. Briefly describe your estimating approach and the basis for your proposed pricing including server, user, and any additional software licensing needed.
2. Briefly describe your fee structure for professional services.
3. Describe any commitments (e.g. can we terminate at any time? Is there a 1-year commitment? Etc.)
4. Please describe (or include a copy) of your disaster recovery plans for your hosted environment as well as network requirements, and redundancy offered.
5. Please describe (or include a copy) of your disaster recovery plans for your hosted environment as well as network requirements, and redundancy offered.

HOSTED/SAAS SUBSCRIPTION	ANNUAL SUBSCRIPTION COST	ASSUMPTIONS
Asset Record Tracking		
Asset Lifecycle Management		
Parts/Supplies Inventory		
Preventive Maintenance (PM)/Scheduling		
Work Order Management		
Timekeeping		
Report Writing		
OPW, Voyager and Commercial Fuel Network (CFN) Fuel Management Software Integration		
Test/sandbox environment		
Other: (Describe)		
<b>Sub-Total: Core Modules</b>		
Optional: (Describe)		

SERVICE ELEMENTS	ANNUAL SUBSCRIPTION COST	ASSUMPTIONS
Infrastructure		
Equipment		
Telecommunications & Network		
Operations Support		
Client Environment Support		
Disaster Recovery		
Other: (Describe)		
<b>Sub-Total: Annual Service Elements Subscription</b>		
IMPLEMENTATION	COST	ASSUMPTIONS
Implementation		
Data Conversion		
Training		
Integration		
Customization		
Travel Expenses		
Other: (Describe)		
<b>Sub-Total: Implementation</b>		
<b>Ratio: Implementation Cost to License Cost (E.g. 2:1)</b>		

ANNUAL MAINTENANCE AND SUPPORT	COST	ASSUMPTIONS
Software		
Hardware		
Other: (Describe)		
<b>Sub-Total: Maintenance &amp; Support</b>		
<b>Maintenance &amp; Support Cost Calculation Formula (e.g. 18% of purchase price)</b>		
<b>GRAND TOTAL</b>		<b>1<sup>st</sup> YEAR SUBSCRIPTION, SERVICE ELEMENTS, IMPLEMENTATION, MAINTENANCE &amp; OTHER</b>

(See next page for Attachments)

# ATTACHMENTS

## Attachment A: Selection and Evaluation Criteria

### Initial Selection Process

The City will utilize the criteria listed below in selecting finalists for interviews and demonstrations.

Criteria
Technical architecture
Functional requirements
Vendor experience
Maintenance and support
Work Plan
<u>Quality and Responsiveness of the Proposal</u>

The initial review will evaluate all submissions for conformance to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Based on finalists selected, an on-site demonstration will be required. Those finalists chosen by the City, will be invited to complete an interview and demonstration. Upon completion of the interview and demonstration, the City will identify the top finalist(s).

The City reserves the right to obtain clarification of any point in a proposal, or to obtain additional information necessary to properly evaluate a proposal. Failure of a Proposer to respond to such request for additional information or clarification may result in rejection of the proposal. The City' retention of this right shall in no way reduce the responsibility of the Proposers to submit complete, accurate and clear proposals.

The City, in its sole discretion, will determine which Proposer's Fleet Asset and Maintenance software solution can best serve the City's goals and system environment. All proposals should be submitted with the most complete information possible. The final Proposer selection will be made based on each Proposer's proposal/demonstration(s): including without limitation:

1. Overall proposals fit with the City's strategic objectives
2. Proposer demonstrations and implementation proposal
3. Demonstrated ability to support a successfully implemented Fleet Asset and Maintenance solution post-installation (sustainment) and the feasibility of Proposer's support options
4. Cost of overall proposal
5. Cost of maintenance and support proposal
6. Suitability of project team and/or third-party integrator in meeting the City's needs
7. Suitability of proposal in meeting the City's needs



8. Reputation and references.
9. Ability to understand the business needs of the users
10. Ability to work as a team with multiple agencies and Project Managers.

Final Evaluation Criteria

The following represent the principal evaluation criteria, which will be considered during the final evaluation process. Other factors not listed here may be considered as the selection process develops. This evaluation process will guide the City’s decision, but will not control the City’s decision. The RFP process is inherently subjective and qualitative, and the City will consider all submission materials, presentations, and interviews when making a final decision. The City has complete discretion in selecting a proposer who, in the judgment of the City, best meets the City’s needs. The City, and not any Proposer, is best qualified to make that decision.

<b>Criteria</b>	
<b>Functionality</b>	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). Includes technical architecture, maintenance, and support.
<b>Cost</b>	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
<b>Qualifications: Firm / Personnel</b>	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 Elk Grove.
<b>Demonstration</b>	Onsite demonstration of product performance capabilities. Live introduction of software workability, demonstration of reporting, workflows, work order process, warehousing, product customization, and other software capabilities both on a desktop environment and from a mobile device.

Staff will evaluate the merits of the proposals received in accordance with the evaluation factors stated in this RFP and formulate a recommendation. For each evaluation criteria, proposals will be evaluated on their relative strengths, deficiencies, and weaknesses.

The City, in its sole discretion, will determine which Proposer’s Fleet Asset & Maintenance Software solution can best serve the City’s goals and system environment. All proposals should be submitted with the most complete information possible.



**Attachment B: Sample Professional Services Contract**

# CITY OF ELK GROVE



## CONTRACT FOR SERVICES

**SERVICE PROVIDER**

**Title of Contract**

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_\_, by and between City of Elk Grove, a municipal corporation (the “City”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Service Provider”), collectively referred to as the “Parties.”

### WITNESSETH

WHEREAS, Service Provider has presented a proposal to provide services, which services are identified in the Scope of Work attached hereto and incorporated herein by this reference as **Exhibit A**, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

WHEREAS, City desires to hire Service Provider to perform the Scope of Work pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Service Provider agree to as follows:

## **1. SCOPE OF SERVICES**

A. Service Provider shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of Work. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any exhibits shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control.

B. Service Provider agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## **2. TERM OF CONTRACT**

A. This Contract shall be effective as of the date executed by the Parties and approved as to form by the City Attorney and shall terminate at 11:59 p.m. on \_\_\_\_\_, unless earlier terminated pursuant to Section 11 of this Contract. Notwithstanding any other provision of this Contract, the City Manager shall be authorized to extend the termination date of this Contract (including, as necessary, modification of the Scope of Work and/or Schedule of Performance as to time of performance) by a writing signed by the City Manager and the Consultant prior to the initial termination or any extended termination date.

## **3. SCHEDULE FOR PERFORMANCE**

City and Service Provider agree that time is of the essence and Service Provider agrees that services shall be undertaken and completed in accordance with the schedule of performance (the “Schedule of Performance”), attached hereto and incorporated herein by reference as **Exhibit B**. Deviations from the time schedule stated in the Schedule of Performance may be made with the written approval of City Manager, or his/her authorized representative. Service Provider’s failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 4.

## **4. COMPENSATION**

A. Service Provider shall be paid monthly as set forth in **Exhibit C**, “Compensation and Method of Payment,” attached hereto and incorporated herein by reference, for the actual fees, costs and expenses for the time and materials required and expended, and approved by City, but in no event shall total compensation under this Contract exceed \_\_\_\_\_ (\$\_\_\_\_\_), without City’s prior written approval. Said amount shall be paid upon submittal of a monthly invoice showing completion of the tasks that month, including the services rendered, the costs incurred for materials, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate.

B. If Service Provider's performance is not in conformity with the Scope of Work or Schedule of Performance, payments may be delayed or denied, unless otherwise agreed to by City in writing.

C. If the work is halted at the request of City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 11.

## **5. NOTICES**

A. Service Provider shall transmit invoices and any notices to City, with copy (excepting invoices) to City Attorney, as follows:

City of Elk Grove  
Attn: Finance Department  
8401 Laguna Palms Way  
Elk Grove, California 95758

City of Elk Grove  
Attn: City Attorney's Office  
8401 Laguna Palms Way  
Elk Grove, California 95758

B. City shall transmit payments on invoiced amounts, and any notices required by this Contract to Service Provider as follows:

## **6. PROFESSIONAL SERVICES**

Service Provider agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Service Provider and its subcontractors or agents are engaged. Service Provider shall not, either during or after the term of this Contract, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of City or the operations or procedures of City without the prior written consent of City.

Service Provider further agrees that it shall not, during the term of this Contract, take any action that would affect its impartiality or professionalism due to City whether perceived or actual.

## **7. INDEPENDENT CONTRACTOR**

A. It is understood and agreed that Service Provider (including Service Provider's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto.

B. Service Provider's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Service Provider under the provisions of the Contract and is not required to issue W-2 Forms for income and employment tax purposes for any of Service Provider's assigned personnel.

D. Service Provider, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third-party person(s) employed by Service Provider shall be entirely and exclusively under the direction, supervision, and control of Service Provider.

F. Service Provider hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract.

## **8. AUTHORITY OF SERVICE PROVIDER**

Service Provider shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity whatsoever as agent, or to bind City to any obligations whatsoever.

## **9. CONFLICT OF INTEREST**

Service Provider certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Contract. Service Provider agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Contract. Service Provider further agrees to complete any statements of economic interest if required by either City ordinance or State law.

## **10. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

## **11. TERMINATION**

A. This Contract may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

B. City may temporarily suspend this Contract, at no additional cost to City, provided that Service Provider is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Service Provider shall immediately suspend its activities under this Contract. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this Contract, Service Provider shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Service Provider, and City may withhold any payments due to Service Provider until such time as the exact amount of damages, if any, due City from Service Provider is determined.

D. In the event of termination, Service Provider shall be compensated as provided for in this Contract, except as provided in Section 11C. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with Section 15, Property of City.

## **12. FUNDING**

Service Provider agrees and understands that renewal of this Contract in subsequent years is contingent upon action by City Council consistent with the appropriations limits of Article XIII B of the California Constitution and that the City Council may determine not to fund this Contract in subsequent years.

## **13. NOTICE TO PROCEED**

Prior to commencing work under this Contract, Service Provider shall receive a written "Notice to Proceed" from City. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay Service Provider for any services prior to issuance of the Notice to Proceed.

## **14. EXTENSIONS OF TIME**

Service Provider may, for good cause, request extensions of time to perform the services required hereunder. Such extensions must be authorized in advance by City, in writing, and at City's sole discretion. Such extensions, if authorized, shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 10.

## **15. PROPERTY OF CITY**

A. It is mutually agreed that all materials prepared by Service Provider under this Contract shall become the property of City, and Service Provider shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Service Provider shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Service Provider in performing this Contract which is not Service Provider's privileged information, as defined by law, or Service Provider's personnel information, along with all other property belonging exclusively to City which is in Service Provider's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Contract must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Service Provider hereunder to be work made for hire. Service Provider acknowledges and agrees that the work (and

all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Service Provider that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

## **16. COMPLIANCE WITH LAW**

Service Provider shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

## **17. REPRESENTATIONS**

A. Service Provider agrees and represents that it is qualified to properly provide the services set forth herein, in a manner which is consistent with the generally accepted standards of Service Provider's profession.

B. Service Provider agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

C. Service Provider shall designate a project manager who at all times shall represent Service Provider before City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of City, is no longer employed by Service Provider, or is replaced with the written approval of City, which approval shall not be unreasonably withheld.

D. Service Provider shall provide corrective services without charge to City for services which fail to meet the above professional and legal standards and which are reported to Service Provider in writing within sixty (60) calendar days of discovery. Should Service Provider fail or refuse to perform promptly its obligations, City may render or undertake performance thereof and Service Provider shall be liable for any expenses thereby incurred.

## **18. APPROVAL OF STAFF MEMBERS**

A. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff assigned to perform the services required under this Contract. Service Provider shall notify City of any changes in Service Provider's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.



## **19. ASSIGNMENT AND SUBCONTRACTING:**

A. Except as expressly authorized herein, Service Provider's obligations under this Contract are not assignable or transferable, and Service Provider shall not subcontract any work, without the prior written approval of City. However, claims for money due or which become due to Service Provider from City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to City.

B. Service Provider shall be as fully responsible to City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by Service Provider.

## **20. MATERIALS CONFIDENTIAL**

All of the materials prepared or assembled by Service Provider pursuant to performance of this Contract are confidential and Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Service Provider or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Service Provider for any damages caused by Service Provider releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **21. LIABILITY OF SERVICE PROVIDER—NEGLIGENCE**

Service Provider shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Service Provider's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. City shall have no right of control over the manner in which the work is to be done but only as to its outcome and shall not be charged with the responsibility of preventing risk to Service Provider or its employees, agents, contractors or subcontractors.

## **22. INDEMNITY AND LITIGATION COSTS**

To the fullest extent permitted by law, Service Provider shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Contract on the part of Service Provider, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. Unless and until such judicial determination is made, or as otherwise agreed by the parties, Contractor shall remain obligated to defend, indemnify, and hold harmless City, its officers, officials, employees,

volunteers, and agents pursuant to this Contract. The provisions of this section shall survive termination or suspension of this Contract.

In any contract that Service Provider enters into with any subcontractor in any capacity related to any and all duties under this Contract, there must be an indemnification provision identical to the one provided in this Section applicable to the subcontractor requiring the subcontractor to assume the defense, indemnify and save harmless City to the same extent as Service Provider. Service Provider's failure to include such an indemnification provision in any contract with a subcontractor shall constitute a material breach of this Contract. In the event Service Provider fails to obtain such indemnity obligations from others as required herein, Service Provider agrees to be fully responsible and indemnify, and save harmless City as prescribed under this Section.

### **23. EVIDENCE OF INSURANCE COVERAGE**

Prior to commencement of any work under this Contract, Service Provider shall provide and maintain in effect during the term of this Contract evidence of insurance coverage as set forth in **Exhibit D**, attached hereto and incorporated herein by reference. These insurance requirements are summarized as follows:

Furthermore, Service Provider shall certify its compliance with Labor Code Section 3700 in the form attached hereto and incorporated by reference, as **Exhibit E**.

### **24. EVIDENCE OF INSURANCE COMPLIANCE**

Service Provider or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to City. City may designate an insurance certificate processor ("Processor") to accept and process Service Provider's proof of insurance. Service Provider shall deliver copies of the actual insurance policies, renewals, or replacements directly to City or Processor upon their request.

### **25. EMPLOYMENT PRACTICES**

Service Provider, by execution of this Contract, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

### **26. UNAUTHORIZED ALIENS**

Service Provider hereby promises and agrees to comply with all of the provisions of the federal immigration and nationality act (8 U.S.C.A. § 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the federal government impose sanctions against City for such use of unauthorized aliens, Service Provider hereby agrees to, and shall, reimburse City for the cost of all

such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City in connection therewith.

## **27. LICENSES, PERMITS, AND OTHER APPROVALS**

Service Provider represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature legally required for Service Provider to practice its profession and perform the work described herein. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and expense, obtain and/or keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Service Provider to practice its profession at the time the services are performed.

## **28. RECORDS AND INSPECTION**

Service Provider shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Contract in accordance with generally accepted accounting principles and practices. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## **29. MISCELLANEOUS PROVISIONS**

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and all litigation expenses, including, but not limited to expert's fees and disbursements.

B. Venue: This Contract shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the Contract governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Contract shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Contract is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Contract shall remain binding.

D. Time: All times stated herein or in any other Contract Documents are of the essence.

E. Binding: This Contract shall bind and inure to the heirs, devisees, assignees and successors in interest of Service Provider and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Service Provider for warranties, insurance, indemnity, record-keeping or compliance with laws with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

G. Construction and Interpretation: Service Provider and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. Severability: The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

J. No Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Service Provider. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of City and Service Provider that any such person or entity, other than City or Service Provider, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.

K. Non-Discrimination/Non-Preferential Treatment Statement: In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

L. Authority to Execute: The person or persons executing this Contract on behalf of Service Provider warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Service Provider to the performance of its obligations hereunder.

M. Dispute Resolution: Prior to either party commencing any legal action under this Contract, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may pursue available legal and equitable remedies the other.

N. Force Majeure: Neither party shall be in default by reason of any failure in the performance of this Contract if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

### **30. ENTIRE AGREEMENT**

This instrument and any attachments hereto constitute the entire Contract between City and Service Provider concerning the subject matter hereof and supersedes any and all prior oral and written communications between the Parties regarding the subject matter hereof.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the Parties as follows:

Approved to as form:

**SERVICE PROVIDER**

By: \_\_\_\_\_

By:

\_\_\_\_\_  
Attorney for Service Provider

Approved as to form:

**CITY OF ELK GROVE**

By: \_\_\_\_\_

By:

\_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

Jason Behrmann, City Manager

Attest to:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

Dated: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**

**EXHIBIT B**

**Schedule of Performance**

**EXHIBIT C**  
**Compensation and Method of Payment**

Under no circumstances shall the aggregate amount paid under this Contract exceed the amount specified in Section 4A above and if the Contract is approved by the City Manager, all compensation paid to Service Provider each year shall meet the cost limitation set forth in City of Elk Grove Municipal Code Chapter 3.42.



**EXHIBIT D**  
**Insurance Requirements**

**EXHIBIT E**

**Certificate of Compliance With Labor Code § 3700, Release and Indemnification**

The undersigned, on behalf of and as the duly certified representative of Service Provider, certifies as follows:

1. Service Provider is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Service Provider has complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor Code §§1860, 1861.)
2. Should Service Provider fail to secure Workers' Compensation coverage as required by the State of California, Service Provider shall release, hold harmless, defend and indemnify City of Elk Grove from and against any damage, liability, claim, cause of action and any other loss, including without limitation, court costs, reasonable attorney's fees and costs resulting from any failure to take and/or maintain Workers' Compensation insurance as required by law. The provisions of this Exhibit shall survive termination, suspension and/or completion of this Contract. It is further understood and agreed that this release and assumption of risk is to be binding on Service Provider's successors, heirs and assigns.

SERVICE PROVIDER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_