REQUEST FOR PROPOSALS

SharePoint Planning and Deployment Services

<u>DUE: April 5, 2013</u>

5:00 PM

Deliver to:

City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

SharePoint Planning and Deployment Services

NOTICE IS HEREBY GIVEN that proposals for **SharePoint Planning and Deployment Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 5:00 p.m., **April 5, 2013**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

3/14/2013
Date

Hong Sae
Chief Information Officer

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678

The proposer is also directed to include the RFP title on the outside of the package or envelope so that it is visible when delivered to the City.

SharePoint Planning and Deployment Services

TABLE OF CONTENTS

SECTION		Page
1.0	INTRODUCTION	1
2.0	TENTATIVE PROJECT SCHEDULE	2
3.0	SCOPE OF SERVICES	2
4.0	ASSURANCE OF DESIGNATED PROJECT TEAM	3
5.0	PROPOSAL FORMAT REQUIREMENTS	3
6.0	SUBMITTAL INSTRUCTIONS	6
7.0	EVALUATION CRITERIA	7
8.0	SELECTION PROCESS	7
9.0	GENERAL TERMS AND CONDITIONS	8

ATTACHMENTS

A. Sample Contract

B. Statement of Work

C. Proposer's Certification

1.0 INTRODUCTION

The City of Roseville (hereinafter "City"), is soliciting proposals to provide SharePoint consulting services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (herein after "Contractor(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

The City has been using Microsoft SharePoint within a single department and with a limited set of capabilities being implemented. The City desires to expand the use of SharePoint as the enterprise collaboration and communication tool. The first phase of this expansion includes a pilot group of approximately 65 users. Future phases would then roll out to other departments in the City and leverage a broader set of platform capabilities.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 122,000 residents, located off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.3 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Information Technology Department
Attn: Scott Adrian
401 Oak Street, Suite 404
Roseville, CA 95678
Fax: (916) 774-5511
Email: sadrian@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City end using department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered on the City's website and will be posted on the City's website at:
http://www.roseville.ca.us

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City……	03/18/2013
Deadline for Final Questions……...	03/29/2013
Proposal Submission Deadline……	04/05/2013
Evaluation of Proposals…….……..	04/15/2013
Contract Negotiations……	04/22/2013 to 04/26/2013
Contract Approval by City Council……..	05/15/2013
Commencement of Services.……	06/03/2013

3.0 SCOPE OF SERVICES

Proposal Requirements and Contents

Contractors are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Proposals must address all requested information. Any additional information that a proposing contractor wishes to include that is not specifically requested should be included in an appendix to the proposal.

Proposal Overview

Provide a narrative description of the services proposed to complete the Statement of Work presented in **Attachment B** of this RFP. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on your proposal.

4.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

5.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

5.1 **Cover Letter** with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).

5.2 **Signature Requirements** - The proposal shall be signed by an official(s) legally authorized to bind the contractor and shall expressly state that the proposal is valid for ninety (90) days. Note: This is ninety (90) days following the closing date for the receipt of all proposals. All proposals must contain the following language before the signature block: "The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California."

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

5.3 **TAB A: Firm's Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm's staff. Include the firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

5.4 **TAB B: Experience and References** – Provide a summary of your firm's experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm's team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Public sector references are preferred.

5.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your

project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.

5.6 **TAB D: Project Understanding**
Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City's stated goals.

5.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors.

5.8 **TAB F: Cost Proposal** – The City is seeking a fixed price proposal to deliver the services describe in this RFP with separate pricing for any optional tasks. Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff/roles and the amount of time that each will be devoted to this project. Proposers shall include the methods used to determine prices for the services. A description of the pricing method, structure, and assumptions must be provided in such a way that the selection panel can gain a basic understanding of the basis and composition of the pricing response.

5.9 **TAB G: Required Statements** – Include statements of assurance regarding the following requirements:

- Non-substitution for the designated members of the team without approval by City staff **(Section 4.0)**
- The absence of a conflict of interest **(Section 9.4)**
- The absence of undue influence **(Section 9.5)**
- Non-collusion **(Section 9.6)**
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract **(Section 9.7)**. (Please note that actual certificates of insurance are not required as part of your submittal.)
- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 9.21**)

5.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment A**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.

5.11 **TAB I**: **Competency of Proposers** – The City wants to ensure that the successful contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

6.0 SUBMITTAL INSTRUCTIONS

6.1 Your submittal package shall include the following:

- **One (1) original and four (5) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

6.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel.

6.3 Proposals shall be submitted ONLY to:

City of Roseville
Attn: Sonia Orozco, City Clerk
311 Vernon Street
Roseville, CA 95678

6.4 Faxed and/or emailed proposals will not be accepted.

6.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.

6.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. No exceptions.

6.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

6.8 All costs associated with proposal preparation shall be borne by the proposer.

7.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

Evaluation Criteria	**Maximum Points Possible**
A. Experience and qualifications of firm and proposed staff/sub-consultants/sub-contractors (per Sections 5.3, 5.5)	20
B. Understanding of the Project (per Section 5.6)	20
C. Proposed Project Plan (per Section 5.7	20
D. Proposed Cost (per Section 5.8)	20
E. References (per Section 5.4)	20
Total Possible Points:	**100**

8.0 SELECTION PROCESS

8.1 Proposals submitted may be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of contractors invited to an interview may vary depending upon the number of proposals submitted.

8.2 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the contractor might propose.

8.3 A contract will be negotiated with the contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the contractor considered next best in meeting the City's needs for this particular project.

8.4 The selected contractor will be required to execute a City prepared contract. The contract will further refine the scope of services and provide for the terms and conditions of employment.

8.5 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.

8.6 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

8.7 A City of Roseville business license as well as all applicable permits, licenses, and certifications required by local, state or federal law are required before the award of contract.

9.0 **GENERAL TERMS & CONDITIONS**

9.1 **Standard Contract**. Upon completion of the evaluation and recommendation for award, the selected contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment A**.

9.2 **Independent Contractor**. At all times the contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

9.3 **Non-Appropriation**. The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

9.4 **Conflict of Interest**. The contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the contractor or the contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this

section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

9.5 **Undue Influence**. The contractor shall warrant that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the contractor, or from any officer, employee or agent of the contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

9.6 **Non-Collusion**. Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors.

9.7 **Indemnification & Insurance Requirements**. The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment A**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the contractor's proposal. Alterations to the terms and conditions shall not be allowed.

9.8 **Cost of Preparing Proposal**. The City will not pay any costs incurred by any contractor in preparing or submitting a proposal in response to this RFP.

9.9 **Proposals Property of the City**. All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.

9.10 **Proposals are Public Records**. All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council via a published agenda.

9.11 **Rejection of RFP**. The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any contractor in response to any RFP. This RFP does not constitute any form of offer to contract.

9.12 **Increasing/Decreasing Portions of RFP**. The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

9.13 **Rejection as Non-Responsive**. Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

9.14 **Modifying RFP**. The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

9.15 **If no proposal is accepted**, the City may elect to have the services performed in some other manner.

9.16 **Rejecting Team Members, Firms or Sub-contractors**. The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

9.17 **Local Business, Small Business, Minority and Women Owned Business**. The City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.

9.18 **Withdrawal of Proposals**. Proposals may be modified or withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the bidder. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another contractor prior to the expiration of that ninety (90) day period.

9.19 **Electronic Transmittals**. No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

9.20 **Proposal Postponement and Amendment**. The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.

9.21 **Proprietary Information**. Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The contractor 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.

9.22 **Right to Request Additional Information**. During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.

9.23 **Notification of Withdrawal of Proposal**. Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office.

9.24 **Modification of Proposals**. Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

9.25 **Examination of Contract Documents**. Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as Attachment A, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.

9.26 **Non-Discrimination**. The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected contractor sign a statement affirming its compliance with this policy.

9.27 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Contractor shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.

9.28 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

Attachment A

SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

Project: _____

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

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of City, the scope of services as described in EXHIBIT "A," attached hereto and incorporated herein by this reference.

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

shall not exceed _____ dollars

($_____).

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

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

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

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	$1,000,000 each occurrence $2,000,000 aggregate Personal Injury: $1,000,000 each occurrence $2,000,000 aggregate

Automobile Liability	Bodily Injury: $500,000 per person $1,000,000 per accident Property Damage: $100,000 per occurrence
Professional Liability (errors and omissions)	$1,000,000 per claim

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE	CONSULTANT
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

CITY OF ROSEVILLE, a municipal corporation

BY:_____
RAY KERRIDGE
City Manager

_____, a
_____

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY:_____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
BRITA J. BAYLESS
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Attachment B

STATEMENT OF WORK

A. Purpose

This Statement of Work (SOW) describes the work to be completed as part of the SharePoint Planning and Deployment Services Project and defines the responsibilities of the parties, requirements, services, and deliverables.

B. Description

B.1 City Overview
The City of Roseville is a community 16 miles northeast of Sacramento with a resident population of approximately 122,000. The City is full-service with 17 departments and approximately 140 divisions. The City services include public safety (police and fire), electric power transmission and distribution, electric power generation, environmental utilities (solid waste, storm water, water, recycled water and wastewater), parks and recreation, public works, community development, housing, libraries, and general administrative and support services. There are approximately 1,000 permanent City employees.

B.2 Project Overview
This project is envisioned as a short-term engagement to design foundational architecture and plan for future growth. Future work phases will be focused on deployment across the enterprise as well as expanding the SharePoint functionality in use. The City is approaching deployment and adoption of the technology across the enterprise as an evolutionary process that will be conducted in future work phases.

The IT Department currently uses SharePoint 2007 to store and manage documents. This effort will replace the SharePoint in use with the latest version and expand the capabilities being used in IT. SharePoint use will also be tested outside the IT Department by conducting two pilots. The first will be within the Electric Department for the Power Supply Group and the second within the cross-functional Web Team for the City. There will be approximately 65 SharePoint users between IT and the two pilots groups.

The deployment platform (on premise, cloud or hybrid) will be evaluated in light of other initiatives the City is looking at such as Office 365 and cloud storage.

Key stakeholders and roles for this specific effort include:

- IT Department (sponsor, administrators, content contributors, end-users);
- Electric Department (sponsor, content contributors, end-users); and
- Cross-functional Web Team (administrators, content contributors, end-users).

B.3 Microsoft Planning Services
The City desires to supplement the resources acquired as part of this project with three to five days of SharePoint Deployment Planning Services (SDPS) that are part of the City's Microsoft enterprise license agreement.

B.4 High-Level Objectives and Roadmap
The overall goal of this effort is to prepare the City for taking SharePoint to the next level of use. As such, the emphasis will be on planning with a relatively limited deployment. Specific objectives include:

- Gathering requirements;
- Develop information architecture and taxonomy;
- Evaluating platform options;
- Designing a scalable architecture;
- Developing a deployment plan;
- Refreshing the current technology; and
- Obtaining quick wins that develop project support.

The roadmap below outlines these objectives along with the deployment of anticipated SharePoint capabilities over time:

FY12-13	**FY13-14**	**FY14-15**	**FY15-16**
	Sites, Communities	Search, Content	Insights, Composites
• Governance • Requirements • Architecture • Taxonomy • Deployment plan	• IT deployment • Web team pilot • Electric pilot • Collaboration	• Evaluate pilots • Enterprise growth • Collaboration • Cloud storage	• Enterprise • Records management • Workflows • Business intelligence • Integration

B.5 Project Background
The computing environment in which SharePoint currently resides is comprised of the following:

- SharePoint environment –
    - SharePoint 2007 (Standard), SQL Server 2005 (Standard)
    - Web front end, application, and database contained on one virtual machine
    - Windows 2003 VMWare server allocated 1 GB memory
    - Content database 3 GB, shared services database 2 GB
    - Approximately 50 users
- Software and versions –
    - Windows XP/Windows 7
    - Office 2010
    - Internet Explorer 8
    - Exchange 2010

- Content management/City website/intranet – Civica
- Document Archiving – SIRE
- Directory services – Active Directory
- Programming languages (.Net, C#, jQuery, Dojo)

C. Assumptions

1. Vendor has resources available to execute this effort on project start date.
2. City will provide infrastructure in agreed upon configuration.
3. City is responsible for establishing SharePoint governance.
4. City is responsible for content migration.
5. City is responsible for branding.

D. Scope

D.1 Business Need
The concept paper and project proposal developed for this project as part of City Technology Governance identified several business needs related to information management:

- Improve information management – content chaos characterizes many aspects of information management in the City. Enhance and augment current processes with tools to facilitate file sharing and tracking such as version control, revision history, check-in and check-out processes, document libraries, and data classification.
- Implement additional communication tools – currently no enterprise collaboration tools exist in the City. Enhance the ability of staff and teams to collaborate using calendars, team sites, blogs, and wikis. Also identify best practice delivery of information between SharePoint and City Intranet.
- Increase productivity – provide improved workflows through integration with Microsoft Office, mobile presence, and enterprise search capability.
- Improve document sharing – network shares and email are the primary methods for sharing information and collaborating with peers. Provide improved ability to find, view, discuss, and track ideas as well as goals, conversations, documentation, and events.
- Information repository – build a platform that can become the core repository of City knowledge over time.

Additional needs that were identified but that will be addressed in future phases of work include streamlining City process with electronic forms, workflows, signatures, and enterprise search.

The remaining work effort has been divided into the activities described below.

D.2 Project Initiation
Conduct a kick-off meeting to ensure the entire project team including both vendor and City members is on the same page. This will also be an opportunity to discuss leveraging work done

to date, review expectations and timelines, and express any questions or concerns at the beginning of the project.

D.3 Microsoft SharePoint Deployment Planning Services
Microsoft partners should propose additional tasks that leverage a three to five day SharePoint Deployment Planning Services (SDPS) engagement that supplements and enhances the work performed as part of the professional services included in this RFP. The City proposes the tasks below but is also open to using the engagement in other ways:

- Develop strategies;
- Assess available opportunities;
- Explore relationships to other technologies such as Office 365 and cloud storage;
- Evaluate platform (on-premise versus cloud); and
- Refine current SharePoint deployment planning efforts and roadmap.

D.4 Requirements Gathering
Gather requirements to support the planning and design activities that are part of this effort. The main focus of this task will be the departments involved in this current phase of work (IT, Electric, and the Web Team) but should address all 17 future user departments. The outcome of this effort will be documented and delivered to the City.

D.5 Information Architecture and Taxonomy Design
Using the information collected during requirements gathering along with other available information, design an information architecture and taxonomy that supports the needs of the City for this current phase of work as well as future phases. The designs of this task should be scalable and accommodate future needs that will be addressed by SharePoint.

D.6 Enterprise Deployment Planning
Develop a three-year deployment plan that incorporates information collected from the requirements gathering and design tasks as well as information from the City's high-level roadmap. At a minimum, the plan should include a schedule, key tasks and milestones, high-level goals, and objectives for each deployment phase.

D.7 Install and Configure SharePoint
The City and the selected vendor will work together to install and configure SharePoint. The outcomes of this task will be the production instance of SharePoint that will be used for this and future phases of SharePoint work, and knowledge transfer for City staff in the relevant configuration and administration tasks necessary to support SharePoint going forward.

D.8 Implement SharePoint
The selected vendor will implement the architecture, taxonomy, and identified SharePoint capabilities for IT and two pilots. Pilots are planned for the Power Supply Group in the Electric Department and the City Web Team. The SharePoint capabilities to deploy include:

- Collaboration tools such as wikis, blogs, and team sites;
- Document management functionality such as versioning, sharing, and libraries; and
- Outlook integration such as calendars.

The pilots will provide proof of concept and be instrumental in testing the functionality and performance of the solutions and infrastructure. Administrators will test operational tasks such as backup and recovery and health monitoring. The pilots will also allow City staff to build the skills and capabilities that will support an enterprise deployment. At the same time, the pilots will be production-class environments that meet current business needs but on a smaller scale; they will treated as business-critical and not lab environments.

D.9 User Documentation
To successfully support SharePoint after implementation, the City requires documentation that administrators and users can access to find the information they need to support and use the system. The City requires System Administration documentation as well as a User Guide for SharePoint.

D.10 User Acceptance Testing
The City will be performing user testing to ensure that the system works as intended and will secure department resources necessary to complete effective testing. Any functionality that is not performing as expected will be reported to the vendor and will have a priority assigned so that the vendor is aware of the issue. Any configuration changes will then go through another round of user testing. User testing will be signed off by the City prior to putting SharePoint into production.

D.11 User Training
The selected vendor will be responsible for training City staff on the end use of the deployed SharePoint capabilities. The City has obtained training in SharePoint administration and will also provide subject matter experts to train staff on changes to application and business processes (as necessary).

E. Change Requests
The City reserves the right to exclude or not deploy functionality detailed in this SOW if the City determines that the functionality is not required for a successful implementation.

If the City requests additional functionality not in the Statement of Work, it will go through a Change Control Process. The Change Control process will allow vendor staff to assess how the additional functionality will impact the schedule, costs and resources, and present that to the City in writing.

A Change Request is a formal statement of the change(s) being suggested to this SOW to document timeline, fees, and scope issues as well as any other related project issues, which may or may not be a change to the work effort. Either the vendor or the City may initiate a change by submittal of a Change Request to the other party. The receiving party will have five business days to agree to a Change Request. If both parties agree to a Change Request, the change will be documented, signed by both parties, and will become an attachment to this SOW. If agreement does not occur in five business days, the Change Request will be deemed rejected. The Change Request will be evaluated and approved for further action or rejected by the non-initiating party. Any approved Change Request must include an agreement to any additional charges to the City

for the implementation of the Change Request. In the event that a Change Request is rejected, neither the City nor Company will be obligated to perform the changes identified therein. Both parties agree to negotiate any Change Requests in good faith and not to unreasonably withhold, delay, or condition consent to any Change Requests.

F. Deliverables

	Deliverable	**Description**
1	Project Schedule	A project schedule including tasks, timelines, and milestones to complete this work effort.
2	SDPS Outcomes	The specific deliverables from the SDPS engagement depend on the tasks proposed for this engagement. Potential deliverables include strategies, assessments, or planning-related documents.
3	Business Requirements	The results from the requirements gathering task for the three organizations involved in this initial phase of SharePoint work plus the requirements for the remaining departments that will be involved in future SharePoint deployments (17 total).
4	Logical/physical Architecture	The scalable information architecture and taxonomy that will support the needs of the City for this current phase of work as well as future phases.
5	Deployment Plan	A three-year deployment plan incorporating the information collected from the requirements gathering, design tasks, and information from the City's high-level roadmap. The plan should include a schedule, key tasks and milestones, high-level goals, and objectives for each deployment phase at a minimum.
6	Installation/Configuration Documentation	System Configuration and Administration documentation as well as a User Guide for SharePoint that covers the functionality implemented as part of this effort.

G. Project Oversight and Schedule

Vendor will provide a Project Manager who will have authority and responsibility to act on behalf of company for all matters pertaining to the effort required to support the project. The vendor will work jointly with the City's Project Manager throughout this effort.

H. Payment Schedule

Vendor will invoice the City for 10% of total cost at Project Kickoff and thereafter as follows:

- 20% upon completing deliverables 3, 4, and 5 (design and planning);
- 40% upon successful installation, configuration, implementation, and testing; and
- 30% after remaining tasks and deliverables are completed.

Any changes to these fees or deliverables will need to go through the change control process.

Attachment C

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals (RFP). I agree that my proposal will remain firm for a period of up to 90 days in order to allow the City adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of the City of Roseville or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
TELEPHONE NUMBER

Type of Organization:

____ Sole Proprietorship ____ Corporation _____ State of Incorporation

____ Partnership ____ Limited Liability Company