

**City of Roseville- Roseville Electric
RFP Procedures – Electric Backbone Fee Analysis**

1.1 Schedule of Proposals

All proposals must be delivered to the City Clerk's Office on or before **November 29, 2012 at 3:00 p.m.** (PST). **Proposals received after the above date and time will not be considered.** The City is under no obligation to return proposals.

1.2 Preparation of Proposal

1.2.1 SUBMISSION OF RFP

Questions shall be submitted to:

Matthew Nelson
Roseville Electric
2090 Hilltop Circle
Roseville, CA 95747
(916) 774-5618
mnelson@roseville.ca.us
Deadline for questions 11/20/2012

Answers to all questions asked will be posted on the RFP website.

Proposals shall be submitted to:

City Clerk's Office
311 Vernon Street
Roseville, CA 95678

1.2.2 ORAL INTERVIEWS

The respondents may be requested to be available for a telephone interview on December 3 or 4, 2012. **The person designated to provide consulting services shall be available for the telephone interviews.** The City of Roseville reserves the right to select a consultant based on an evaluation of the written proposals received, thereby eliminating oral interviews.

1.2.3 EFFECTIVE PERIOD OF RFPs

All RFPs must state the period for which the RFPs will remain in effect (i.e. how much time does the City have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the RFP date.

1.2.4 RFP RESERVATIONS

The City of Roseville reserves the right to:

- Reject any or all proposals received in response to this Request for Proposals;
- Request clarification from any respondent on any or all aspects of its RFP;
- Waive informalities contained in proposals which are not inconsistent with law;
- Waive any minor defects in the proposal;
- Cancel and/or reissue this Request for Proposals at any time;
- Retain all proposals submitted in response to this Request for Proposals; and,
- Invite some, all, or none of the respondents for interviews and further discussion.

1.2.5 CONTRACT NEGOTIATIONS

After a review of the proposals, the City of Roseville intends to enter into contract negotiations with the selected vendor reasonably susceptible of award. These negotiations could include all aspects of services and fees.

1.2.6 AWARD OF CONTRACT

The City of Roseville reserves the right to award by items, groups of items, or as a whole, whichever is deemed most advantageous to the City.

The selected firm(s) shall be required to enter into a written contract or agreement with the City in a form approved by legal counsel for the City. This Request for proposal and the proposal, or any part thereof, may be incorporated into and made a part of the final contract(s). The City reserves the right to negotiate the terms and conditions of the contract(s) with the selected respondent(s).

The City of Roseville is required to comply with California Franchise Tax Board and thus collects 7% of earned income from all contractors that do not have a place of business within the State of California or as stated in the California Revenue and Tax Code sections 23501-23572.

1.2.7 CANCELLATION

If the services to be performed hereunder by the respondent are not performed in an acceptable manner to the City of Roseville, the City may cancel this contract for cause by providing written notice to the respondent, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the respondent may seek to bring the performance of services hereunder to a level that is acceptable to the City of Roseville, and the City may rescind the cancellation if such action is in City's best interest. Notwithstanding the above provisions, the City may, upon the expiration of thirty (30) days written notice to the Contractor, terminate this agreement at will. Payment for services or goods received prior to termination shall be made by the City of Roseville provided those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.

1.2.8 USE OF SUB-CONTRACTORS

The intent to use sub-contractors to perform any portion of the work described in this request for proposal must be clearly stated in your response. Your response must include a description of what portion(s) of the work will be sub-contracted out, and the names and addresses of potential sub-contractors.

1.2.9 INSURANCE REQUIREMENTS

The respondent must procure and maintain insurance in accordance with the requirements of the City's Risk Management Division. Insurance requirements are described in Exhibit A. Please direct any questions about these insurance requirements to the Risk Management Division at (916) 774-5202. The cost of such insurance is the respondent's responsibility.

1.2.10 ASSIGNMENT OF CONTRACT

The respondent shall not assign or subcontract any portion of the Contract without the express written consent of City of Roseville. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City of Roseville shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of City.

1.2.11 ATTORNEY'S FEES, VENUE, AND 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 attorneys' 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.

1.2.12 ABILITY TO MEET OBLIGATIONS

The respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against respondent or, to the knowledge of the respondent, threatened against respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof. Contract will include requirement that Vendor place source code, documentation, and installation/configuration instructions in escrow. In the event that Vendor is unable to continue to offer support for the product, the items in escrow would become the property of the City of Roseville.

1.2.13 UNDUE INFLUENCE

The respondent declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Roseville in connection with award or terms of the Contract that will be executed as a result of this Request for Proposals, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Roseville will receive compensation, directly or indirectly, from the respondent, or from any officer, employee, or agent of the respondent, in connection with award of the contract or any work to be conducted as a result of this Request for Proposals. 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.

1.2.14 NON-DISCRIMINATION

The City of Roseville maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City of Roseville may request the selector respondent sign a statement affirming their compliance with this policy.

1.2.15 COMPLIANCE

Respondent warrants that both in submission of its proposal and performance of any resultant purchase order or contract, respondent will comply with all applicable Federal, state, local, and City laws, regulations, rules, or ordinances.

1.2.16 INCURRED EXPENSES

The respondent(s), by submitting a proposal, agree that any cost incurred by responding to this Request for Proposal, or in support of activities associated with this Request for Proposal, shall be born by the respondent(s) and may not be billed to the City of Roseville. The City will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this Request for Proposal.

1.2.17 PUBLIC RECORDS ACT

All proposals become public information no later than at the conclusion of the selection process with the exception of those portions of proposals that are identified at the time of submittal by the responder as trade secrets and which are reasonably deemed by the City of Roseville as not being public documents which must be disclosed under the Public Records Act or other appropriate statutes and regulations.

Exhibit A

During the term of an Agreement, the successful Consultant shall procure and maintain in full force and effect for the duration of said Agreement, at its sole cost and expense, policies of insurance set forth herein against claims for injuries to persons or damage to property which may arise out of the work by the Consultant, his agents, representatives, employees or subcontractors.

A. General Liability

1. Commercial general liability insurance including, but not limited to, protection for claims of bodily injury and property damage, personal and advertising injury liability and product and completed operations liability.
2. Coverage shall be at least as broad as the standard Insurance Services Office Commercial General Liability form.
3. Claims-made coverage is not acceptable
4. The limits of liability shall not be less than:

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

B. Automobile Liability

1. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
2. Coverage should be at least as broad as Insurance Services Offices Automobile Liability coverage from CA 0001, symbol 1 (any auto).
3. The limits of liability per accident shall not be less than:

\$500,000 as a Combined Single Limit.

C. Workers' Compensation

1. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employers' Liability Coverage.
2. Employers' Liability Coverage shall not be less than the statutory requirements.

D. Other Insurance Provisions and Miscellaneous Requirements

1. The General Liability policy shall contain the following provisions:

- a. The City, its officers, officials, employees, agents and volunteers shall be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant.
 - b. The policies shall contain no special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents or volunteers.
2. For any claims related to the project, the Consultant's insurance coverage shall be primary insurances as respects the City, its officers, officials, employees, agents or volunteers. City's insurance shall be excess of the Consultant's insurance and shall not contribute to it.
3. Any failure to comply with the reporting or other provisions of the policies on the part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's Workers' Compensation and Employers' Liability policies shall contain a waiver of subrogation in favor of the City, its officers, officials, employees, agents or volunteers.
5. Each insurance policy shall state that coverage will not be suspended, voided, cancelled by either party, reduced coverage in scope or in limits, non-renewed, or materially changed except after thirty (30) days prior written notice by mail has been given to the City. Ten (10) days prior written notice by mail shall be given to the City in the event of cancellation due to nonpayment of premium.
6. Upon award of an Agreement, the Consultant shall furnish the City with Certificates of Insurance and original endorsements evidencing the coverage required by this section, and any supplementary conditions. If the City requests, the Consultant shall furnish complete certified copies of all required insurance policies, including original endorsements specifically required. Approval of the insurance by the City shall not relieve or decrease any liability by Consultant.
7. The City, at its discretion, may increase the amounts and types of insurance coverage required at any time during the term of the Agreement by giving thirty (30) days written notice to Consultant.
8. If the Consultant fails to procure or maintain insurance as required by this section, and any supplementary conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the Agreement.

9. The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of an Agreement.

E. Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a Best's rating of no less than A:VII.

All insurance documents are to be sent to:

Jeanette Mervau, Risk Management Technician
Risk Management, City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5202