CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

Plumbing Maintenance Services

NOTICE IS HEREBY GIVEN that proposals for **Plumbing Maintenance Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **Central Services, Coproation Yard, 2005 Hilltop Circle, Roseville, CA, 95747**, until 3:00 p.m., **January 11, 2013**. Said proposals will be 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.

_____ _____

Date

Daniel Allen
Building Maintenance Supervisor

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 Central Service's Office by the date and time that the proposal is due may be rejected as nonresponsive, even if properly addressed or delivered to another City Department.

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

City of Roseville
Attn: Lori Melin, Central Services
2005 Hilltop Circle, Roseville, CA 95747

Central Services

RFP
Request for Proposal
for
Plumbing Maintenance Services

SUBMITTIALS DUE: 3:00 p.m., January 11, 2013

*****LATE PROPOSALS WILL NOT BE EVALUATED*****

Request for Proposal
for
Plumbing Maintenance Services

1. STATEMENT OF PURPOSE

The purpose of this Request for Proposal (RFP) is to establish a service agreement for Plumbing Maintenance Services. The City of Roseville (hereinafter referred to as "City") is seeking proposals for Plumbing Services on an "as needed" basis as specified in this RFP.

2. TERMS

The intent of the City is to enter into a five year agreement, three year initial period with two optional renewal years, with the selected firm (hereinafter referred to as "Contractor").

3. INSURANCE REQUIREMENTS

The successful Proposer must provide the City, and keep in full force and effect during the term of this contract, insurance certificates issued by an insurance company authorized to do business in California. (Insurance requirements listed below).

The City must be named as an additional insured and issued a separate **Additional Insured Endorsement** with the insurance certificate. In addition, successful bidder/contractor must provide the City, and keep in full force and effect during the term of this contract, and all extensions, insurance by an insurance company authorized to do business in California.

-Dollar amounts are listed on the backside of the sample service agreement.

-The City must be named as an additional insured, with regards to the general liability insurance, and must be issued (as a separate document) an Additional Insured Endorsement Form.

-30 day's notice in the cancellation clause (10 day non-payment is OK)

-Certificate holder:
City of Roseville
Attn: Risk Management
311 Vernon Street
Roseville, CA 95678

4. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

Bidder's Questions and Information	10 points
Pricing	10 points
Overall RFP Response	10 points

A total of 10 points are possible for the Bidder's Questions, 10 points for Pricing and 10 points for the overall proposal. Making a total of 30 possible points. The contract will be awarded based on the experience and qualifications of the submitting firm, responsiveness to the RFP, and cost relative to the services provided.

ALL communication and questions regarding this project shall be directed via fax or email ONLY to: Lori Melin, Fax (916) 774-5703, email lmelin@roseville.ca.us Questions are due no later than 12:00p.m. January 3, 2013 without exception. No questions will be accepted after this date. Responses to all questions will be directed back to all interested parties.

The City will not entertain sales calls or presentations during the RFP process. Failure to comply with or complete any portion of this request may result in rejection of a proposal. All communication regarding this project must be in writing, letter or email format only. No phone calls will be accepted.

5. PROPOSAL SCHEDULE

A. Final day for questions in writing:	1/3/13
B. Proposals due:	1/11/13
C. Selection Committee scores proposals:	1/16/13
D. Notification of selection:	2/4/13
E. City Council Approval:	2/20/13

6. INTERVIEWS

The City reserves the right to interview final candidates in person or by phone.

7. SCOPE OF WORK

The City of Roseville is seeking proposals from qualified plumbing service providers to furnish all Plumbing Maintenance Services, labor, equipment, goods, and supplies necessary to provide plumbing service for multi-story and single story buildings. The awarded Contractor shall also provide the following:

- Electric and gas water heater installation, repair, and replacement
- Emergency backhoe services
- Locate, repair and replace water and sewer pipes (pvc, cpvc, galvanic pipe and copper tubing)
- Unclog sewer lines
- Repair and replace gas lines and fittings
- TV lines and scoping services.

8. SUBMITTAL OF PROPOSAL

Your submittal package shall include the following:

- **One (1) original and four (4) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

1. 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.

2. Proposals must be submitted ONLY to:

   City of Roseville
   Attn: Lori Melin
   2005 Hilltop Circle
   Roseville, CA 95747

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

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

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

6. All submittals, whether selected or rejected, shall become the property of the City of Roseville and will not be returned.

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.

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

9. All proposals shall remain firm for **ninety (90) days** following the closing date for the receipt of proposals.

9. 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.

1. Tab A: Introductory Letter with Contractor's name, address, and name of primary contact person.

2. Tab B: A description of services provided by your company.

3. Tab C: Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this proposal.

4. Tab D: Statement of qualifications and experience with public sector work.

5. Tab E: Company Profile & Information, repeat question number and questions before the answer. (Attachment B)

6. Tab F: Contractor Licenses (Attachment C)

7. Tab G: Subcontractor List (Attachment D)

8. Tab H: List of References (Attachment E)

9. Tab I: Pricing Sheet (Attachment F)

10. Tab J: Contractor Type of Work (Attachment G)

10. CONTRACT AWARD

An agreement shall be negotiated following selection. If the City is unable to negotiate a satisfactory agreement with the selected Contractor, it may undertake negotiations with the next-rated candidate. The award will be made to the bidder with the highest evaluation score based on the evaluation criteria.

Failure to provide information/answers and/or incomplete information/answers may result in a "non-responsive bid". The initial contract resulting from this RFP will be effective approximately January 2013 through January 2015.

11. PRICING

Bidders must quote price per hourly rate, overtime rates, emergency rates, and subcontractor mark-up.

Any requested price increases for the annual renewal terms shall be submitted by the successful bidder and approved by the City prior to the award of subsequent terms. Price increase requests must be substantiated by verifiable documentation such as the Consumer Price Index. The total price increase allowed for any renewal term shall not exceed 3% of the prior year's total contract price. During a contract year, the City may temporarily re-negotiate pricing if it is affected by an unforeseen national/world crisis.

12. INVOICING

The Contractor will be paid monthly for services completed during the previous month. The monthly invoice will be in summary form and shall include the current service agreement number. Attached to the summary invoice must be a copy of the work order, as provided to the designated City representative, for each project. The work order must include but is not limited to: the address / building where project was performed, description of service(s) performed, service agreement number, and fee/rate charged in accordance with the Contractor's quoted pricing, and the requestor's name.

13. CONTRACT EXTENSION

At the City's sole option, the term of the Agreement may be extended one optional renewal year, up to two renewal years, at the quoted hourly rate in the existing agreement. The option to extend the Agreement will be contingent upon Contractor performance and available funding.

14. JOINT BIDS

Where two or more Suppliers desire to submit a single bid in response to a solicitation, they should do so on a prime/subcontractor basis rather than as a joint venture. The City intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.

15. WORK HOURS

The Contractor shall provide scheduled routine work during regular hours for all projects, except where agreed upon in advance by both the City and the Contractor and in the case of an emergency.
Regular hours for the City are Monday – Friday, 8:00a.m. – 5:00p.m.

16. COST ESTIMATES

Contractor may be required to visit work sites for the purpose of providing cost estimates on individual jobs. Contractor shall submit a written cost estimate to the Building Maintenance Division. Cost estimates shall be provided at no charge to the City. Contractor shall not start any job prior to getting authorization from the facility representatives, and only after the required permits have been obtained.

17. MEETINGS/COMMUNICATIONS

The contractor will meet with the City's Building Maintenance Rep and/or their designee/s prior to commencement of the work for the purpose of reviewing the procedures, instructions, specifications, and schedule/s. In addition, the successful Contractor shall assign a Lead Person to oversee each project and coordinate the project requirements with the City's designee.

18. PROJECT CONTROL

The Contractor will meet with selected representatives on a regular basis or as determined necessary by Building Maintenance and/or City designee to review progress and provide necessary guidance to the contractor in solving problems which may arise.

Although there will be continuous liaison with the contractor, the City will meet as often as required with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance.

19. NO RIGHT OF REFUSAL

There will be no right of refusal due to size or location of projects. Refusal of projects will be grounds for contract cancellation.

20. RESPONSIBILITY OF CONTRACTOR

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances necessary for performing and completing the work requested, including any change in conformity with the true meaning and intent of the contract drawings, specifications, and all provisions of the contract, within the time specified. All work must meet all applicable building codes.

21. LICENSES

Contractor must have all necessary licenses and permits required by Federal, State, County, City and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of the agreement. Contractor shall notify the City immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the agreement. Bidders must list license information on bid page titled Contractor Licenses (Attachment "C") included in this bid package.

22. PREVAILING WAGE

This is a prevailing wage bid. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over $25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm

23. CONDUCT OF EMPLOYEES

Contractor employees shall conduct themselves in a courteous and professional manner at all times. The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance of the terms and conditions of this contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the contract.

24. INSPECTION OF CONTRACTOR WORK

All services, which include services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection and test by the City to the extent practicable, at all times and places during the term of the Agreement. All inspections by the City shall be made in such a manner as not to unduly delay the work.

If any services are not in conformity with the requirements of the agreement, the City shall have the right to (a) require the Contractor to immediately take necessary steps to perform the services in conformity with the requirements of the agreement, and (b) make monetary deductions to reflect the reduced value of the services performed.

25. SUBCONTRACTORS

In accordance with the requirements of this RFP, bidders shall list the name and requested information for each subcontractor to whom the bidder proposes to subcontract a portion of the work. A sheet for listing the subcontractors is included in the bid package (See Attachment “D”). The list must be completed in its entirety and additional pages used if necessary. If there are no subcontractors, the list shall be included in the proposal as required, with "NONE" written across the page.

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the agreement without first obtaining written approval from the City. The Contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of the contract. Subcontractors shall be appropriately licensed and perform services under the contract in accordance with all applicable Federal, State, and local laws as well as all terms, conditions, scope of work and requirements set forth in this RFP and any subsequent negotiated services.

26. TERMINATION

This agreement may be terminated by either party upon 45 days prior written notice or immediately in the event that the City determines the Contractor has:

A) Failed to make progress to the extent that the successful fulfillment of this contract is in doubt.
B) Failed to meet specifications,
C) Defaulted, in whole or in part, at any time,
D) Negligence.
E) Failed to deliver the supplies or to perform the services within the time specified in this contract or any extension.

Whenever, in the opinion of the City, services are not satisfactory, the Contractor shall be advised of the reasons, If the Contractor fails to correct the unsatisfactory conditions within ten (10) days, the City may declare this contract terminated and contract with another service provider, City shall have no obligation to issue more than two notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, and in the event that the Contractor (or representing subcontractor) shall again fail to satisfactorily perform services pursuant to this contract, the City may thereupon terminate the contract immediately. Upon termination of the contract, the City shall only be liable for payment of the services rendered satisfactorily.

27. FINAL INSPECTION

The Contractor shall notify the Building Maintenance Division of the completion of the work, and the City shall promptly inspect the work. The Contractor or the Contractor's representative may be present at the final inspection.

28. PROTECTION

Contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the Contractors responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

29. ACCESS

The City shall furnish access to all parts of the job sites where the Contractor is to perform work as required by this agreement. Keys and/or access key cards must be kept in confidence, and immediately reported to the City of Roseville if lost or stolen.

30. DAMAGE

Contractor shall be responsible for any damage by their company during the course of completing their work to any building or structure, and shall repair to match existing materials or surfaces to the satisfaction of the City’s representative. Contractor shall at their own expense replace any materials damaged to an extent that they cannot be restored to their original condition. Contractor shall be responsible and liable for injury to any life or property during the course of their work. Should a breakdown to City

equipment occur due to the negligence of Contractor, the Contractor will be liable for all repair costs.

31. DEBRIS REMOVAL

Contractor shall be responsible for daily collection and removal of all packing materials from the move site (i.e. empty boxes, cartons, etc). Contractor shall not use City refuse containers.

Contractor shall be responsible for the cleanup and disposal of debris, waste lubricants, solvents, rags and other contaminates in a proper and legal manner. Environmental guidelines shall be followed in disposing of debris, lubricants, solvents, rags and contaminates. Rags shall be removed in a drip proof container and disposed of in a proper trash container. Waste lubricant and solvents shall not be disposed of at the City. Contractor agrees to leave the job site in a clean and orderly condition and to allow the City to inspect all work to ensure it meets with City's approval.

32. SAFETY

The contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions as required by Cal/OSHA (California/ Occupational Safety and Health Administration), California Department of Industrial Relations, and environmental regulations.

33. MATERIAL SAFETY DATA SHEETS (MSDS)

Contractor shall provide MSDS sheets for all products used in providing the services outlined under this solicitation. MSDS sheets will be kept on file in the Building Maintenance Division at the Corporation Yard.

34. HAZARDOUS MATERIALS

The Contractor shall promptly, and before the site is disturbed, notify the City if the Contractor detects any structural material that may be hazardous as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance of existing law.

35. CONFORMANCE WITH CODES AND STANDARDS

All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the Uniform Building Codes; Title 24 of the California Administrative Code; the National Electrical Code; the Uniform Plumbing Code published by the Eastern Plumbing Officials Association; and other applicable codes, laws or regulations.

36. RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall

supervise such work, the accuracy for all of which the Contractor shall be responsible.

37. WARRANTY

The Contractor and/or manufacturer shall warrant all material or products and labor provided under the contract. Warranty periods must be included in responses to the proposal.

The Contractor shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the material or products provided by the Contractor in this bid award, irrespective of whether the Contractor is an agent, broker, fabricator, or manufacturer's dealer. The Contractor shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the City and that services, parts, and labor are available and provided to meet the City's schedules and deadlines. The Contractor may establish a service contract with a local agency satisfactory to the City to meet this obligation if the Contractor does not ordinarily provide warranty service.

All such non-Contractor warranty service, parts, and labor must be clearly identified in the proposal.

38. GENERAL TERMS & CONDITIONS

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.

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 of Roseville. 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 of Roseville, 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.

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.

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.

5. **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. *(delete this next sentence and attachment if it is not applicable to your RFP)*For construction contracts, proposers shall submit a properly completed and executed "Noncollusion Declaration" which is attached as Attachment B.

6. **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, Attachment A. All costs of complying with the insurance requirements shall be 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.

7. **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.

8. **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. **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.

10. **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.

11. **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.

12. **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.

13. **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.

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

15. **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.

16. **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.

17. **Withdrawal of Proposals.** 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.

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

19. **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.

20. **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.

21. **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 contractors.

22. **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.

23. **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.

24. **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.

ATTACHMENT A

PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT
No:

SERVICE LOCATION:

REQ. NO.: _____DATE: _____

SUBMIT ALL INVOICES TO:
CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.:
Telephone No.: Fax:

Department:

Contractor:

Acct. Code:

Buyer:
Phone:

Start Date	Terms	Completion Date	Insurance Limits	Contact
			Approved by Risk Mgt.	

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

SAMPLE

NOTE: Prevailing wage laws and fair employment practices apply to this agreement. Certified payroll documents must be submitted with your invoice(s) to the City's Accounts Payable office (see item 8 of the attached provisions).

Contractor License No.: _____
Business License No.: _____

Total Cost of Service:
$ _____

ATTENTION: Total cost of service not to exceed the above amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions on page 2 of this document titled "Service Agreement".

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Ray Kerridge
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

ATTACHMENT A

1. Contractor shall hold harmless, defend and indemnify the City of Roseville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Roseville.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided vendor is given a 30 day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices will be adhered to. For prevailing wage contracts over $25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

10a. Unless otherwise specified, the Contractor shall maintain the following policies of insurance in full force and effect during the term of this Agreement in the amount shown below. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

Commercial General Liability Insurance (policy to be as broad as the standard ISO form)	$1,000,000 per occur/$2,000,000 aggregate
Automobile Liability Insurance including owned, hired, and non-owned vehicles.	$500,000 per person/$1,000,000 per accident
Workers' Compensation	Statutory

10b. All insurance coverages of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.

10c. The limits of insurance coverages specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.

10d. A certificate of insurance, in a form approved by the Risk Management Division, shall be provided by Contractor prior to the execution of this agreement. The City requires at least 30 days prior written notice to the City of any material change or cancellation (10 day for non-payment). The certificate shall include an endorsement naming the City of Roseville, its officers, agents, employees and volunteers as an Additional Insured for on-going and completed operations. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by the City in writing.

10e. The Workers' Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.

11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

City reserves the right to withhold any payments to Contractor in the event of noncompliance with insurance requirements.

ATTACHMENT B

COMPANY PROFILE & INFORMATION

Company's Legal Name:_____

Business Address:_____

Address for mailed funds:_____

Telephone Number: (___)_____ Facsimile Number: (___)_____

Email Address:_____

Length of time the firm has been in business:_____

Length of time at current location:_____

Is your firm a sole proprietorship doing business under a different name: Yes No

If yes, please indicate sole proprietor's name and the business name:

_____

Indicate your firm's federal tax-exempt I.D. number:_____

Is your firm incorporated: Yes No State where Incorporated:_____

Regular business hours:_____

Regular holidays and hours when business is closed:_____

_____

Contact's name in reference to this bid:_____

Telephone Number: (___)_____ Facsimile Number: (___)_____

Email Address:_____

Name of project manager:_____

Telephone Number: (___)_____

Facsimile Number: (___)_____

Email Address:_____

Repeat question number and questions before the answer:

1. Provide information about any lawsuits, liens, restraining orders, foreclosures, or other legal/financial actions pending, in progress, or which have been brought against your company in the last three (3) years. If there are none, you must state "NONE".

2. Include your company's most recent annual report.

3. Are customer service performance measurements monitored and reported? Please describe

4. What distinguishes your company's services from that of your competition?

5. Describe your invoicing process. Provide a sample of your invoice.

6. Does your company provide background checks / fingerprinting for service providers?

7. What is the process for calculating the cost of annual contract extensions?

8. List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

ATTACHMENT C

CONTRACTOR LICENSES

List the licenses held by your company and/or employees. The following representations are made under penalty of perjury:

CA State Lic No.	Name on License	Class/Type	Expiration Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you have a City of Roseville Business License? Yes____ No____
License #_____

ATTACHMENT D

Subcontractor List

If subcontractors will not be used, bidder must write "NONE".

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Licenses and numbers_____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Licenses and numbers_____

Company Name _____

Principal _____

Address _____

City _____

Phone _____

Job capacity _____

Licenses and numbers_____

ATTACHMENT E

REFERENCE SHEET / Commercial References

Please provide a minimum of three (3) references for similar Plumbing services performed.

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email: _____

Length of Service: _____

Timeframe: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email: _____

Length of Service: _____

Timeframe: _____

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email: _____

Length of Service: _____

Timeframe: _____

ADDITIONAL REFERENCE INFORMATION

1. Have you (bidder) ever been terminated from any CONTRACT? ___YES___NO
If so, state:

CONTRACTING Agency/Firm:_____

Address:_____

City: State: Zip:_____

Contact: Telephone: (____)_____

Reason for Termination:_____

_____

2. Have you (bidder) ever had a CONTRACT which was not renewed other than when CONTRACT was awarded to a lower bidder? ____YES ____NO
If so, state:

CONTRACTING Agency/Firm:_____

Address:_____

City: State: Zip:_____

Contact: Telephone: (____)_____

Reason for Non-renewal:_____

_____

3. Have you (bidder) ever operated under another company name: ___YES___NO
If so, state:

CONTRACTING Agency/Firm:_____

Address:_____

City: State: Zip:_____

Contact: Telephone: (____)_____

CONTRACTOR'S Signature:_____ Date:_____

ATTACHMENT F

Pricing Sheet

Please provide pricing based on prevailing wage work

Standard hourly rate	$_____
Overtime hourly rate	$_____
Emergency response hourly rate	$_____
Standard response time	_____Hrs
Emergency response time	_____Hrs
Subcontractor Mark-up	_____%

Materials provided by the Contractor shall be billed on a "cost plus" basis. Indicate your percentage markup to the actual cost of materials. Note: Percentage markup shall include any travel time needed for pickup and delivery of materials.

Your Percentage Markup: _____%

To be able to better evaluate your proposal and capabilities please furnish a cost per the following example. Quote should be provided on your standard invoice to include a breakdown of labor, materials, etc:

Remove existing 78 gallon 156,000 BTU water heater, supply and install new 93 gallon 199,000 BTU water heater on Saturday afternoon, include warranty information, all labor, material and permit & fees. All work shall conform to the 2006 California Plumbing Code/ 1997 Uniform Plumbing Code.

ATTACHMENT G

Contractor Type of Work

Please place a check next to the appropriate types of work that your company performs in-house:

- ❑ Water Heater Installation & Repair
- ❑ Backhoe Services
- ❑ Water & Sewer Pipe Replacement
- ❑ Repair & Replace Gas Lines
- ❑ Boiler Repair & Replacement
- ❑ TV Lines & Scoping
- ❑ Other: _____