



REQUEST FOR PROPOSALS

**Roseville Wi-Fi Public Private Partnership**

**DUE: November 26, 2013**

**3:00 PM**

Deliver to:

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

**CITY OF ROSEVILLE**

**NOTICE FOR PROPOSALS**

**Roseville Wi-Fi Public Private Partnership**

**NOTICE IS HEREBY GIVEN** that proposals for **Roseville Wi-Fi Public Private Partnership** 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 3:00 p.m., **November 26, 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.

10-18-13

Date



Gastón De Ferrari  
IT Program Manager

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## **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.

**City of Roseville RFP**  
**PREVAILING WAGE NOTIFICATION**

This is a prevailing wage project. 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>

# Roseville Wi-Fi Public Private Partnership

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## **1.0 INTRODUCTION**

The City of Roseville (hereinafter “City”), is soliciting proposals for a Roseville Wi-Fi Public Private Partnership. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “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 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.

### **1.2 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: Gastón De Ferrari  
401 Oak Street, #404  
Roseville, CA 95678  
Fax: (916) 774-5405  
Email: [gdeferrari@roseville.ca.us](mailto:gdeferrari@roseville.ca.us)

Do not contact other individuals or City departments in this regard. Information provided by anyone 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 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 dates for the Pre-Proposal Conference, 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.....	October 25, 2013
Mandatory Pre-Proposal Conference.....	November 5, 2013, 10:00 a.m.
Deadline for Final Questions.....	November 12, 2013, 5:00 p.m.
City Responses to Written Questions.....	November 19, 2013
Proposal Submission Deadline.....	November 26, 2013, 3:00 p.m.
Evaluation of Proposals.....	December 17, 2013
Contract Negotiations.....	January 7, 2014
Contract Approval by City Council.....	TBD
Commencement of Services.....	TBD

## 3.0 MANDATORY PRE-PROPOSAL CONFERENCE OR JOB WALK

A **mandatory** pre-proposal conference/job walk has been scheduled for **November 5, 2013 at 10:00 A.M.**

**Civic Center  
Conference Rooms 1 & 2  
311 Vernon Street  
Roseville, California**

Proposals from Contractors who do not attend the **mandatory** pre-proposal conference/job walk will be rejected. The pre-proposal conference/job walk will begin at the designed start time. **Tardiness will be grounds for disqualification.**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

## 4.0 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**

This Request for Proposal is to obtain proposals for a qualified Contractor, to build a public access wireless local area network (“Wi-Fi”) enabling the public to use laptop computers, smart phones, or other suitable portable devices to access the internet (hereinafter “Public Wireless”) This network will be built and provisioned by the winning bidder. The network will be funded, owned, operated and supported by the Contractor. The network will provide wireless internet services within the public areas as defined in the scope of this RFP.

The City’s objectives are as follows:

- Stimulate economic development and increase competitiveness.
- Promote digital inclusion within designated project area.
- Augment numerous other activities, past and present, consistent with the City’s vision to be a premier location for families to live, work and play.

The Contractor will provide all professional design, build, oversight and related services necessary to complete the scope of work. The Contractor will develop the necessary design documents and provide full project administrative duties as necessary for the installation of the City of Roseville public wireless network.

### **Business Model**

The preferred network model would be a privately owned Wi-Fi network operated, maintained, supported and upgraded by the Contractor. The City envisions the Contractor being able to sell advertising on the landing page where users are initially logged on and/or asked to agree to terms of service. Other advertisement within the service area may be available.

### **Technical Specifications**

Each proposal is required to contain technical specifications. Questions regarding the specifications may be addressed by sending an email to: [gdeferrari@roseville.ca.us](mailto:gdeferrari@roseville.ca.us). The following is a list of the desired features sought by the City:

1. The proposed system should be extensible and scalable; able to support additional capacity, users and functions.



2. The proposal should contain provisions and/or explanations on how future features and/or applications can be added.
3. It is expected that equipment may need to be mounted on rooftops, street poles and wall mount surfaces. The Contractor will be expected to install outdoor equipment according to current city codes and applicable federal and state laws and regulations.
4. Equipment should be able to withstand the rigors of normal Roseville weather (wide ranging temperatures, intense heat, strong winds and heavy precipitation).
5. Access points should be protected against power surges, electrical spikes and lightning.
6. Battery backup and/or solar power backup for network equipment. Eight hour interval is desired.
7. Wireless services are expected to aggregate wireless traffic back to an internet Point of Presence provide by the Contractor.
8. Mechanisms for fault tolerance should be in place to eliminate/mitigate single points of failure for components of the system. Reliability of 98% is desired, allowing approximately 14 hours for unplanned outages and scheduled downtime per month, total. There is some flexibility in this requirement and proposers are encouraged to explain other reasonable uptime service level commitment.

### **Coverage Requirements**

#### Location Requirements:

The primary targeted coverage area is for the following location: Three blocks of Vernon Street between Taylor Street and Lincoln Street, and the open space (Town Center) directly in front of the Civic Center, as shown in Figure 1 below. The City is interested in the potential to expand this service to cover other public areas. Therefore, in addition to addressing the specific “hotspot” area indicated below, proposers are encouraged to also propose or explain an option for deploying at other City hotspots such as but not limited to Maidu Park, Mahany Park, and other City-owned public areas.

#### Technical Requirements:

1. The Contractor must provide his/her proposed technical specifications showing signal strength, bandwidth, and maximum number of subscribers supported at each proposed access point. This will be measured at the designated coverage area only.
2. Contractor should describe potential deployment approaches for incremental coverage deployments beyond the Primary Targeted Coverage Area.
3. The proposed system is to include connectivity for laptops (support for standard laptop wireless devices), smart phones, tablet computers and other handheld devices in an easy and simple manner. Any proprietary mechanisms should be defined and identified in the proposal.
4. Although, indoor coverage for public or private permanent facilities is not a requirement of this proposal, the Contractor may opt to provide wireless repeaters for a fee. If this option is provided, Contractor must specify fees in the proposal.

**Figure 1 - Primary Targeted Coverage Area**



### **Available City Assets**

The City will make available existing assets for the implementation of wireless networking equipment.

1. The City owns most of the light poles and traffic signals within the city limits.
2. Installations of equipment on City assets must be according to current City codes and applicable federal and state laws and regulations.
3. Although a detailed installation/mounting plan for equipment is not needed with the submission of the proposal, the City will require such a plan for installation on assets prior to installation (the timeframe of such a plan is negotiable). A general proposed plan will be required to be included with the proposal.
4. The proposer will need to submit details regarding the proposed wireless access points that are to be installed on the light poles and will be required to submit documentation and/or plans as to how these will affect wind load requirements. An explanation is also desired on acceptable wind loads. Prior installations may be cited.
5. Detail of service level agreement describing proposed uptime, maintenance windows, notification, etc.

## **5.0 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.

## 6.0 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.

6.1 **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*).

6.2 **Signature Requirements** - The attached Proposer's Certification (Attachment A) shall be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- 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.

6.3 **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.

6.4 **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.

6.5 **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.

6.6 **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.

- 6.7 **TAB E: Project Plan** – Provide a detailed discussion and/or diagram of your firm's approach to the successful implementation of this project. The proposer shall include with the proposal detailed description for the equipment being offered listed in the proposal. Such description must provide information on electrical wiring needs, space requirements; mounting options and all technical data required for a full evaluation (do not insert marketing brochures). Submit a list and description of typical installation materials and methods that will be utilized on this project. Include a proposed schedule that demonstrates the firms' ability to meet the schedule taking into consideration seasonal weather conditions. Provide a plan identifying how quality control will be implemented through the design and installation process.
- 6.8 **TAB F: Cost Proposal** – Define any reimbursable expenses requested to be paid by the City.
- 6.9 **TAB G: Required Statements** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
  - The absence of a conflict of interest (**Section 10.4**)
  - The absence of undue influence (**Section 10.5**)
  - Non-collusion (**Section 10.6**)
  - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (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 10.21**)
- 6.10 **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 affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.
- 6.11 **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 notices, judgments, lawsuits, and foreclosures or 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. Also, furnish a statement of

financial resources demonstrating that the Contractor has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to insure continuous performance of work, and demonstrating that the equipment for the work contemplated is sufficient, adequate and suitable.

## **7.0 SUBMITTAL INSTRUCTIONS**

7.1 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

7.2 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.

7.3 Proposals must be submitted ONLY to:

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

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

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

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

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

7.8 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.

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

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

## **8.0 EVALUATION CRITERIA**

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

<b><u>Evaluation Criteria</u></b>	<b><u>Maximum Points Possible</u></b>
A. Experience and qualifications of firm and proposed Staff/sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	20
B. Understanding of the Project (per Section 6.6 )	30
C. Proposed Project Plan and Cost to the City (per Section 6.7 – 6.8)	50
<b>Total Possible Points:</b>	<b>100</b>

## 9.0 SELECTION PROCESS

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.

- 9.7 A City 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.

## 10.0 GENERAL TERMS & CONDITIONS

- 10.1 **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**.
- 10.2 **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 attorneys' fees), and damage of any kind related to such matters.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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.

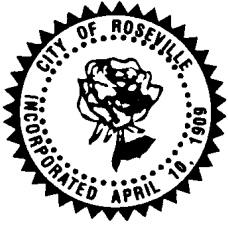
- 10.6 **Non-Collusion.** Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, 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. For construction contracts, proposers shall submit a properly completed and executed “Non-collusion Declaration”
- 10.7 **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.
- 10.8 **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.
- 10.9 **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.
- 10.10 **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.

- 10.11 **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.
- 10.12 **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.
- 10.13 **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.
- 10.14 **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.
- 10.15 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.16 **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.
- 10.17 **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.
- 10.18 **Withdrawal of Proposals.** 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. 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.
- 10.19 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

- 10.20 **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.
- 10.21 **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.
- 10.22 **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.
- 10.23 **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.
- 10.24 **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.

- 10.25 **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.
- 10.26 **Bonds.** The successful Contractor will be required to provide a **0% Faithful Performance Bond and a 0% Labor and Materials Bond.**



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 9 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".*

CITY OF ROSEVILLE,  
A MUNICIPAL CORPORATION:

CONTRACTOR:

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

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

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

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

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

Ray Kerridge  
City Manager

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

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](http://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.*

# TERMS AND CONDITIONS OF INVITATION FOR BID

Read carefully

## 1. GENERAL CONDITIONS

Bidders are required to submit their proposals upon the following conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions, and all other documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City ordinances, Uniform Commercial Code of California, and other applicable state and federal statutes.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any materials, supplies, or service, except on behalf of the City as an officer or employee. This prohibition extends to the City boards and commissions other than those which are purely advisory.

## 2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown; and where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids will not be considered unless authorized by the Invitation For Bids.
- (d) Proposed delivery time must be shown and shall include Sundays and holidays.
- (e) Bidders will not include federal taxes in bid prices since the City of Roseville is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

## 3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

## 4. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Roseville. The name and address of bidder, the date and hour of the bid opening, and the material or services bid on shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic bids, including bids transmitted by facsimile means, will not be considered. Bids, however, may be withdrawn by telegraphic or facsimile notice provided such notice is received prior to the time and date set for the bid opening.
- (c) Samples, when required, must be submitted within the time specified at no expense to the City of Roseville. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

## 5. REJECTION OF BIDS

- (a) The City may reject a bid if:
  1. The bidder misstates or conceals any material fact in the bid or if,
  2. The bid does not strictly conform to law or the requirements of the bid or if,
  3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his or its City taxes, including state and local sales tax, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may reject all bids whenever it is deemed in the best interest of the City to do so and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The City may waive any minor informalities or irregularities in any bid.

## 6. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

## 7. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

**8. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he may submit to the Central Services Manager on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Central Services Manager on or before five days prior to scheduled opening.

**9. DISCOUNTS**

- (a) Prompt payment discounts will be considered in making the award provided the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or serves, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to have been made on the date of mailing of the check.

**10. AWARD OF CONTRACT**

- (a) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation For Bids, is most advantageous to the City, price and other factors considered. The City may determine price based upon the cost to the City over the expected useful life of the materials or supplies.
- (b) The City reserves the right to accept any item or group of items of this bid, unless the bidder qualifies his bid by specific limitations. Re Par. 5 (a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful bidder results in binding contract without further action by either party.
- (d) Prices must be quoted f.o.b. Roseville with all transportation charges prepaid, unless otherwise specified in the Invitation For Bids.
- (e) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

**11. PERFORMANCE BOND**

- (a) The successful bidder(s) shall furnish the City of Roseville with a performance bond in the amount set forth in the Invitation For bids. This bond is not to be submitted with bid but must be presented to the Purchasing Department upon notification.
- (b) The City of Roseville will not enter into a contract or issue a purchase order until the successful bidder has complied with the performance bond provisions.
- (c) The performance bond shall be in a form acceptable to the City Attorney of City.
- (d) The performance bond of the successful bidder(s) shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (e) Failure of vendor to perform any of the service required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefor, shall constitute a total breach of this contract and shall cause this contract to terminate. In the event of such termination, the performance deposit shall be retained by the City of Roseville as liquidated damages, based upon mutual agreement and understanding between vendor and City at the times this bid is solicited, submitted, and accepted, that the City of Roseville is a government agency engaged in public projects and that the measurement of damages might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Central Services Manager and the City Manager the failure to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance bond may in whole or in part, as may be determined by the Central Services Manager and the City Manager, be returned to the vendor without action by the City Council of the City of Roseville. It is understood that such determination shall be entirely at the discretion of the Central Services Manager and the City Manager.

**12. ASSURANCE OF COMPLIANCE – EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ENTERPRISE REQUIREMENTS**

Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, religion, national origin, sex, age, handicap, or political belief or affiliation. In addition, bidder agrees that he/she will abide by all applicable terms and provisions of the City of Roseville's Affirmative Action Plan, including without limitation the Nondiscrimination Clause and the Small and/or Minority Business Enterprise Clause as contained in the City of Roseville's current Affirmative Action Plan, on file in the City's Personnel Department.