



REQUEST FOR PROPOSALS

**OPERATIONAL PERFORMANCE AUDITS
OF THE
CITY OF ROSEVILLE PUBLIC WORKS DEPARTMENT
AND PARKS, RECREATION, AND LIBRARIES DEPARTMENT**

DUE: 01/06/2014

3:00 PM

Deliver to:

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

CITY OF ROSEVILLE
NOTICE FOR PROPOSALS
OPERATIONAL PERFORMANCE AUDITS
OF THE
CITY OF ROSEVILLE PUBLIC WORKS DEPARTMENT
AND PARKS, RECREATION, AND LIBRARIES DEPARTMENT

NOTICE IS HEREBY GIVEN that proposals for **Operational Performance Audits of the City of Roseville Public Works Department and Parks, Recreation, and Libraries Department** 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., **January 6, 2014**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. 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.

November 22, 2013



Mike Isom
Development & Operations Manager

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: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

OPERATIONAL PERFORMANCE AUDITS

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1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals to undertake operational performance audits of the City Public Works Department and City Parks, Recreation, and Libraries Department. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Consultant(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

In October of 2010 the City contracted with Matrix Consulting to conduct a City-wide assessment of operations to determine the efficiency and effectiveness of the organization. The purpose of the study was to conduct a comprehensive review of City operations that would provide recommendations to streamline the organization and prepare the City for the future. The study also was intended to provide a snapshot (baseline) of City operations at a particular point in time on which future audits would be based.

The recommended audit schedule provides for all city departments to be audited by 2015 with audits reoccurring on a four year cycle. The Public Works Department and Parks, Recreation, and Libraries Department audits are scheduled for Fiscal Year 2014. The recommended audit schedule is in addition to the City’s annual financial audits and other audits either required by law or that may be initiated by the City Manager’s Office from time to time.

It is understood that these operational performance audits will be undertaken with the full understanding, support, and cooperation of City management and staff, as well as the express authorization of the Roseville City Council.

1.2 CITY OVERVIEW

The city of Roseville encompasses 42 square miles in southwestern Placer County, approximately 15 miles northeast of Sacramento. The city is bisected by Interstate 80 (160,000+ daily trips) and State Route 65 (90,000+ daily trips). With an evening population of 123,514 and a daytime population rapidly approaching 200,000, Roseville has established itself as a regional employment center and retail destination. Roseville’s retail sales topped \$2.97 billion in 2011, ranking 12th in the state for total retail sales (California Retail Survey 2013 Edition).

Business ventures in Roseville range from technology, healthcare, agriculture and financial services. Top business employers within the city include Hewlett-Packard, Telefunken Semiconductors, Kaiser Permanente Medical Center, Sutter Roseville Medical Center, Union Pacific Railroad, and Pride Industries.

The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

Public Works Department Overview

The Public Works Department operates programs and services of key infrastructure such as roads, bridges, bikeways, City buildings, and flood control facilities. In summary, the Department:

- Oversees the construction of road, bridge, City building, and flood control projects;
- Maintains 438 center line miles of streets (including street sweeping and the annual leaf pickup program) and 32 miles of Class 1 bike trails;
- Monitors and manages the operation of the roadway network;

- Manages the City's flood alert system of stream gauges;
- Operate and maintain the City's Intelligent Transportation System, including 167 traffic signals, nine changeable message signs, real-time bus arrival information, and Google Transit Trip Planner;
- Implement Transportation Systems Management Ordinance by promoting alternative transportation measures with large employment centers in the city; and,
- Operate and maintain Roseville Transit, and provide regional services for the South Placer Transit Information Center and Transit Ambassador Program.

The Department's FY14 budget allocation is \$16.1 million, including \$4.7 million from the General Fund. Remaining revenue sources include State Transportation Development Act funds, Solid Waste funds, Electric funds, Gas Tax funds, transit fare revenues and other federal funding sources (e.g., FTA 5307 funds). The Department is comprised of 73 FTEs in four divisions performing the following functions:

Administration – 2 FTE

- Oversees overall Public Works Department operations
- Represents Public Works Department at City Council meetings
- Represents Roseville staff at Placer County Transportation Planning Agency (PCTPA) and South Placer Regional Transportation Authority (SPRTA) (Technical Advisory Committee & Board) meetings

Engineering – 22 FTE

- Capital Improvement Projects
- Traffic operations
- Traffic studies
- Floodplain management

Street Maintenance – 39 FTE

- Pavement Management System
- Roadway pavement maintenance
- Street sign and roadway marking maintenance
- Storm drain system maintenance
- Curb, gutter and sidewalk maintenance
- Fall leaf pickup program
- Graffiti removal
- Street sweeping
- Sandbags (when needed)

Alternative Transportation 10.5 FTE (and 58+/- FTEs via contracted transit services)

- Enterprise funds, no general fund support
- Transit operations Bikeway & pedestrian planning
- Transportation systems management
- Communications
- Regional Transit Information Center and Transit Ambassador Programs

Parks, Recreation, and Libraries Department Overview

The mission of the Parks, Recreation & Libraries Department is to enhance lives and the community by providing exceptional experiences. We accomplish this by providing a variety of programs, services and facilities for the community in areas such as sports, adult & senior programming, youth & teen classes and camps, aquatics, cultural arts and special events. The budget for this fiscal year is approximately \$23.4 million, with an estimated \$12 million offset in revenue. The department also oversees \$5.8 million in special districts and annual projects. The department currently maintains and operates 68 developed parks and facilities, 230 acres of landscape area adjacent to roadways and neighborhoods,

4,100 acres of open space, two championship golf courses, two community centers, three swimming pool facilities, the Maidu Museum & Historic Site, 17 Adventure Club Child Care facilities and three libraries.

Administration – 8 FTE (6 full-time and 4 part-time)

- Provide leadership, direction and coordination to the divisions of the Department
- Plan and develop Parks and Recreation facilities for the City as outlined in the Capital Improvement Program for Parks and Golf Courses
- Maintain high quality facilities and program through accomplishing goals and objectives of each of the division within the Department
- Coordination of budget and accounting, marketing and advertising, technology, policies & procedures, human resources

Park Planning – 3 FTE

- Plan and develop parks and recreation facilities
- Renovate existing park and recreation facilities
- Coordinate with school district on long range joint use facility planning
- Coordinate long range planning for Parks, Recreation & Libraries facilities and services

Recreation – 61 FTE (11 full-time and 400 part-time)

- Provide a variety of sports, special interest, cultural arts, community events, fitness, aquatics and recreation opportunities
- Oversee operations and rentals of recreation facilities and parks

Adventure Club – 85.5 FTE (23 full-time and 150 part-time)

- Operate before and after school child care at 17 sites
- Operate 12 preschool programs
- Enterprise fund – no general fund support

Park Operations/Open Space – 66.6 FTE (34 full-time and 45 part-time)

- Maintain parks, recreation facilities and landscapes
- Maintain a preventative maintenance schedule for the City's urban forest
- Maintain open space
- Streambed cleanup
- Oversee \$3.8 million in contract services for maintenance of parks, open space and 20 landscape districts

Golf Operations – contract employees

- Enterprise fund – no general fund support
- 2 golf courses - Diamond Oaks Golf Course and Woodcreek Golf Club
- Oversee golf course maintenance contractor
- Oversee golf course pro shop and food and beverage operator

Library & Museum 46.59 FTE (25.5 full-time and 58 part-time)

- Operate 3 Libraries & one museum
- Provide access and assistance to information
- Provide programs and events which promote literacy, reading and the native Maidu culture

1.3 INSTRUCTIONS

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

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

Direct all inquiries regarding this RFP in writing to:

City of Roseville
City Manager's Office
Attn: Mike Isom, Development & Operations Manager
311 Vernon Street
Roseville, CA 95678
Fax: (916) 774-5527
Email: misom@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.....	11/22/13
Optional Pre-Proposal Conference.....	12/11/13
Deadline for Final Questions.....	12/16/13
City Responses to Written Questions.....	12/20/13
Proposal Submission Deadline.....	01/06/14
Consultant Interviews as needed.....	01/21/14 (Tentative)
Contract Negotiations.....	01/22/14 – 02/07/14
Contract Approval by City Council.....	03/05/14
Commencement of Services.....	03/06/14

3.0 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference has been scheduled for 2PM on **December 11, 2013** at:

**Roseville Civic Center
City Council Chambers
311 Vernon Street
Roseville, California 95678**

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. 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

The scope of this engagement requires two Operational Performance Audits (OPAs): (1) OPA of the Roseville Public Works Department; and (2) OPA of the Roseville Parks, Recreation, and Libraries Department. These OPAs are the first in a series of four-year cyclical audits for these departments. Subsequent audits will build upon these efforts and may include more detailed analysis of targeted areas identified through this and future efforts. High-level goals for the OPAs include an assessment of how the two departments:

1. Operate relative to comparably-sized jurisdictions;
2. Manage major risks (procurement, finance, operating, etc);
3. Perform with respect to internal controls; and,
4. Perform as stewards of public funds and resources.

To that end, the City desires that the OPAs:

Perform an organizational scan to evaluate:

- Structure of each department
- Success in fulfilling each department's mission (e.g., is the department providing expected services?)
- Program staffing levels and performance of various programs
- Use of financial resources by the department

Identify and analyze:

- Areas where additional analysis is required due to inability to easily understand or evaluate particular programs or missions
- Potential "red flags" due to staffing levels, questionable financial expenditures, or performance metrics that are out of line with industry standards - recommend appropriate performance metrics as necessary
- Initial indications of performance issues or misuse of City resources

Evaluate and provide findings and recommendations regarding:

- Practices, procedures, and key performance measurements of each department for consistency with prevailing industry standards, practices, and legal requirements - recommend improvements or establishment of new measurements as needed

- Current staffing models, including the correct balance of regular employees versus contractors, and each department's use of temporary staff with a particular emphasis on employee accident rates and complexities resulting from the Affordable Care Act
- Existing benchmarks and comparators
- Benchmark performance against established comparators - in particular, identify service levels that exceed industry and comparator standards
- Cash management procedures and inventory controls
- The City's approach to inspection of Public Works Department projects. Make recommendations based on industry best practices. For example, should the City utilize Development Services Department staff, private consultants, or other internal group to perform inspections?
- Evaluation of the City's Pavement Quality Index (PQI) targets for street maintenance. How do these targets compare with other agencies? Is the City using the available funds in the most efficient manner to maintain our roadways?
- The Public Works Department's filing/document storage system compared to other agencies and industry best practices
- Comparisons of transit maintenance costs and transit KPIs (mean miles traveled between breakdowns, cost per mile, etc.) - provide recommendations to further control maintenance costs
- Other recommended reviews, if any, to ensure an evaluation of the efficient and effective operation of the department
- Traffic Control for special events - how other agencies are performing this task and at what cost?
- Roadside litter removal program
- Asset management program – what database are other agencies using, how they are using it, and associated costs.
- Employee education and training targets
- The merits of the City's child care program being run as an enterprise fund
- Appropriate models on which to measure recreation needs & facilities. (e.g., Facilities + Programs + Participation in programs = xx per population for recreation)

The requested performance audits must consider, avoid duplication, and build upon information presented in multiple studies and audits conducted by the City, including but not limited to:

- *Citywide Organizational Efficiency and Effectiveness Study ("Matrix Study") (February 2012)*
- *Materials Management for All Asset Groups – Findings and Best Practices Recommendations (April 2012)*
- *Transit Development Act Triennial Performance Audit (2013)*

The preceding studies will be released electronically upon request.

This scope of work establishes the City's minimum requirements. It is encouraged that proposers use their experience and expertise to create proposals that will achieve these goals. The City would prefer to retain one consultant to perform the audits for both Public Works and Parks Recreation & Libraries; however, the City will allow proposals from firms who wish to submit a proposal for only one of those departments due to their specific industry expertise.

Format

The OPAs produced under this engagement must conform to the attribute-based framework currently being utilized for OPAs of the City's utilities (Council approval expected in December). The attribute-based framework defines broad performance attributes (e.g., customer satisfaction, employee and leadership development, safety, etc) applicable across programmatic areas, and assigns key performance indicators to the various performance attributes. Results of the KPI evaluation are translated into a color-based dashboard result (red, yellow, or green). The utility OPAs will be made available for review following Council acceptance on December 4, 2013.

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 information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. 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 Consultant 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. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.
- 6.7 **TAB E: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub-consultants and sub-contractors. List any necessary equipment, training or installation services required.
- 6.8 **TAB F: Cost Proposal** – Provide a total cost proposal for all products and services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. Include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.
- 6.9 **TAB G: Required Statements/Documents** – 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**)
- 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**)

Submit following documents with proposal:

- Executed copy of Proposer’s Certification (**Attachment A**)

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 B**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.

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

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original and six (6) 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. **Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.**

7.3 Proposals shall be submitted ONLY to:

**City of Roseville
Attn: City Clerk Department
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 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.

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

8.0 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and proposed staff/sub-consultants/sub-contractors in the area of undertaking operational performance audits (per Sections 6.3 - 6.4)	25
B. Quality and performance assessments of work quality and working relationships with current and recent clients that indicate high levels of satisfaction and effectiveness	20
C. Understanding of the Project (per Section 6.6 – 6.7)	25
C. Proposed Cost (per Section 6.8)	15
D. Adherence to the requirements of this RFP.	15
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants 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 Consultant might propose.
- 9.3 A contract will be negotiated with the Consultant 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 Consultant considered next best in meeting the City's needs for this particular project.
- 9.4 The selected Consultant will be required to execute a City prepared contract as shown in Attachment B. The final contract may further refine the scope of services and will 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 Consultant(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 of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 10.2 **Independent Contractor.** At all times the Consultant 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 Consultant 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 Consultant 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. Consultants 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 Consultant or the Consultant'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 Consultant 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 Consultant shall warrant via an executed Proposer's Certification (**Attachment A**) 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 shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, 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.** Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) 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 consultant and the associated sub-consultants or sub-contractors.

- 10.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant 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 Consultant'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 Consultant 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 Consultant 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-consultants.** 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 submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Consultant 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 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 Consultant 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 B**, 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 Consultant sign a statement affirming its compliance with this policy.
- 10.26 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.27 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

Attachment A

PROPOSER'S CERTIFICATION

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

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

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

- Sole Proprietorship Corporation State of Incorporation
 Partnership Limited Liability Company

Attachment B
SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

Project: _____

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

W I T N E S S E T H:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

shall not exceed _____ dollars
(\$_____).

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

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate

Automobile Liability

Bodily Injury:

\$500,000 per person

\$1,000,000 per accident

Property Damage:

\$100,000 per occurrence

Professional Liability (errors and omissions)

\$1,000,000 per claim

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

CONSULTANT

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

_____, a

BY: _____
RAY KERRIDGE
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
BRITA J. BAYLESS
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Additional Attachments



**RISK MANAGEMENT DIVISION
GENERAL INSURANCE REQUIREMENTS**

Proof of insurance must be provided on a *CERTIFICATE OF INSURANCE*. This document must be signed. A stamped signature will suffice.

Types of Insurance Required:	General Liability – 1M per occurrence/2M aggregate <i>(coverage must be as broad as the standard ISO form)</i> Automobile – 300/500/100 Workers’ Compensation - Statutory Professional Liability – 1M per occurrence
Coverage Limits:	Vary (based on type of work to be performed) See above Self-Insured Retention (SIR) or deductibles amounts must be stated on the certificate
**Additional Insured: ** <i>The insurance policy may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible.</i>	Required on <u>General Liability</u> Insurance. A separate endorsement form or section of the policy indicating “The City of Roseville, its officers, agents, volunteers and employees” are named as an additional insured for on-going and completed operations must accompany the certificate. <u>A STATEMENT ON THE CERTIFICATE WILL NOT SUFFICE.</u>
Certificate Holder:	The Certificate Holder on the <i>Certificate of Insurance</i> is “The City of Roseville, attn Risk Management, 311 Vernon St., Roseville CA 95678”.
Primary Insurance:	The General Liability policy must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.
Description of Operations:	This box should contain information on the project being insured. For companies doing various projects with the City an “ All California Operations ” description is adequate.
Cancellation Notice:	The City requires a 30-day cancellation notice. Ten (10) day for non-payment is acceptable.
Approval Process:	Proof of insurance for all insurance coverage required by the Agreement must be approved and on file with the City before the Agreement can be executed.
Questions:	If you have questions regarding insurance requirements you may contact the Risk Management Division: Phone:(916) 774-5202. FAX: (916) 774-5461 Email:riskmanagement@roseville.ca.us

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

- The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
 2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

_____ A.M. _____ P.M.
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**