



Public Works  
Engineering  
311 Vernon Street  
Roseville, California 95678-2649

August 26, 2014

**SENT BY E-MAIL AND  
ORIGINAL MAILED**

***SUBJECT: PROFESSIONAL DESIGN SERVICES FOR PARKING LOT DESIGN AND  
INTERSECTION IMPROVEMENTS AT WOODCREEK OAKS BOULEVARD  
AND MCANALLY DRIVE-ADDENDUM#1***

To Prospective Proposers:

Enclosed is Addendum Number 1 covering revisions to the above listed Request for Proposals. Please replace the appropriate pages of the Request for Proposals document with the enclosed addendum attachments. If there are any questions regarding this letter, please contact me at [EngProjQues@roseville.ca.us](mailto:EngProjQues@roseville.ca.us).

Sincerely,

*Luzedevina "Nina" Buelna*

Luzedevina "Nina" Buelna, P.E.  
Assistant Engineer

**ADDENDUM NO. 1  
FOR  
CITY OF ROSEVILLE**

**PROFESSIONAL DESIGN SERVICES FOR PARKING LOT DESIGN AND  
INTERSECTION IMPROVEMENTS AT WOODCREEK OAKS BOULEVARD AND  
MCANALLY DRIVE**

Issued: August 26, 2014

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All prospective proposers are hereby notified that modifications have been made to the Request for Proposals for this contract. This addendum indicates additions and/or deletions to the referenced documents, and are hereby made applicable to all work designated herein and shall be part of, and be included in the proposal package. The Proposer shall acknowledge his/her acceptance of this addendum by noting on the Proposal's cover letter that the addendum and addendum number was received and by submitting the required information with the proposal.

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**REQUEST FOR PROPOSAL**

The following Items have been modified from the original Request for Proposal Documents:

**REQUEST FOR PROPOSAL**

<b><u>Addendum Item</u></b>	<b><u>Description</u></b>
<b>A1.1: Table of Contents</b>	The Request for Proposal has been revised as follows: Remove the Table of Contents and replace with the table of Contents Addendum #1.
<b>A1.2 Request for Proposal</b>	The Request for Proposal has been revised as follows: Remove pages 1 through 13 and Replace with pages 1 through 13 ADDENDUM #1 The following sections have been updated: <b>3.0 SCOPE OF SERVICES</b>  <b>A. Preliminary Engineering</b>  <b>B. Construction Drawings and Specification Preparation</b>  <b>5.0 PROPOSAL FORMAT REQUIREMENTS</b>  <b>5.2 Signature Requirements</b>

	<p>5.3 TAB A: Project Understanding</p> <p>5.5 TAB C: Qualifications of Team</p> <p>5.9 TAB H G: Cost Proposal</p> <p>5.10 TAB I H: Required Statements/Documents –</p> <p>5.11 TAB J I: Exceptions</p> <p>5.12 TAB K J:</p>
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**PROFESSIONAL DESIGN SERVICES  
FOR  
PARKING LOT DESIGN AND INTERSECTION IMPROVEMENTS AT WOODCREEK OAKS  
BOULEVARD AND MCANALLY DRIVE**

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## **1.0 INTRODUCTION**

The City of Roseville (hereinafter “City”), is soliciting proposals for Professional Design Services for Parking Lot Design and Intersection Improvements At Woodcreek Oaks Boulevard And McAnally Drive. This will be a 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**

The City’s Public Works Department is requesting proposals for professional services for the parking lot design and Intersection Improvements to Woodcreek Oaks Boulevard and McAnally Drive.

Requested services include (but are not limited to) utility identification and coordination; topographic and boundary line survey; preparation of construction plans using the most current City’s Design and Construction Standards and 2006 Caltrans plans; specification using the 2006 Caltrans specifications; and estimate.

Funding for the project consists of Northwest Lighting and Landscape District Bond Funds and Environmental Utilities Fund.

Right-of-Way services, inspection, environmental documentation, and construction contract administration are not part of this request for proposal.

## **1.2 OVERVIEW**

The proposed parking lot is located on the north east corner of Woodcreek Oaks Boulevard and McAnally Drive (see project location map Attachment ‘C’). This area is currently used as an overflow parking lot for the City’s Aquatic Center and is currently a gravel surface. This project will install a pavement structural section, drainage facilities, and striping.

The intersection improvements at Woodcreek Oaks Boulevard and McAnally Drive, (see project location map on Attachment ‘C’), include an additional left turn lane at the aquatic center entrance, a turn out in the north bound direction of Woodcreek Oaks Boulevard just North of McAnally for a recycled water fill up station, additional driveways and ADA upgrades. It is not anticipated that these improvements will require any acquisition of private property.

## **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:

Email: [EngProjQues@roseville.ca.us](mailto:EngProjQues@roseville.ca.us)

The Deadline for questions regarding the RFP are five (5) working days prior to the RFP due date.

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact will be invalid and proposals which are submitted with information by others will 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 Public Purchasing Site at:

<http://www.publicpurchase.com>

**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 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.....	August 14, 2014
Deadline for Final Questions.....	September 4, 2014
City Responses to Written Questions.....	September 9, 2014
Proposal Submission Deadline.....	September 12, 2014
Contract Negotiations.....	October 6, 2014
Contract Approval by City Council.....	November 5, 2014
Commencement of Services.....	November 6, 2014

### 3.0 SCOPE OF SERVICES

#### A. Preliminary Engineering

- Perform all preliminary engineering necessary for environmental review;
- Provide preliminary engineering level alignment for improvements to the described limits in the overview;
- Perform design survey including preparation of a control diagram for construction purposes;
- Identify adjoining property owners and Right of Way lines;
- Identify all public and private utilities that will be affected by construction of the project;
- Determine limits of necessary to raise utilities or utility relocation and identify party responsible for relocation costs;

#### B. Construction Drawings and Specification Preparation

The consultant shall prepare construction documents, which shall include (but are not limited to) the following items:

- Perform drainage study.
- Notify utility companies with Utility A, B, and C letters, review the existing utilities in the area and coordinate construction and raising or relocation of utilities with all utility companies.
- Attend coordination meetings with City staff to assure that the project is proceeding satisfactorily. Assume eight (8) meetings.
- Prepare project construction schedule.
- Identify critical path elements of the project, which need to be completed to stay on schedule.
- Submit design plans (Including roadway improvements, Structural section and drainage calculations, signal retrofit and reconstruction plans signage and striping plans), special provisions, and cost estimates to the City for review and comment at the 65% stage and the 90% stage, allow three weeks for the City's Review.
- Prepare final plans, special provisions, and construction estimates for bidding purposes. The Final Plans, Specification, and Estimate shall be completed by March 30, 2015 April 30, 2014. Original mylar plan sheets shall become the property of the City after approval and acceptance by the Department of Public Works.
- Provide competent personnel that is a California Registered Civil Engineer to answer questions, review submittals, attend meetings, and make project site visits during the bidding and construction phases of the project as requested by City staff. Assume eight (8) meetings for bidding

purposes. The project manager shall be responsible to be present at the jobsite within one hour of verbal or written notice by the City.

- Storm Water Pollution Prevention Plan (SWPPP) (Designed by a Qualified SWPPP Designer).
- Prepare as-built drawings in AutoCAD.
- All products produced as a result of this Request for Proposal and project will be the property of the City and shall not be copyrighted by the consultant team.

After approval of the construction documents by the City, the following electronic submittals shall be included with the final submittal in the following format:

- Plans –AutoCAD 2010
- Special Provisions – Latest version of MS Word
- Itemized Cost Estimate – Latest version of MS Excel
- Project Schedules – MS Project 2002

#### **4.0 ASSURANCE OF DESIGNATED PROJECT TEAM**

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

Preparation of the Plans and Specifications for this project shall be done under the direction of a State of California Registered Civil Engineer.

#### **5.0 PROPOSAL FORMAT REQUIREMENTS**

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the 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. The proposal shall not exceed twenty (20) single-sided 12 font printed pages excluding cover sheet, table of contents, resumes, references, and index sheets. Exhibits and graphics are permitted to be on 11 inches X 17 inches pages and will be considered as a page. Resumes included with the proposal shall not exceed one (1) single-sided printed page per person listed in the table of organization. Use section dividers, tabbed in accordance with this section as specified below.

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

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting 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*).

5.2 **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 H**. 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.

5.3 **TAB A: Project Understanding** - Provide a detailed discussion of the project including a description of the proposed work plan to complete the required for

pre-engineering and final design services. Include a discussion of deliverables and project milestones. ~~Describe key decision points and methods proposed to assist the City in selection of appropriate environmental documents.~~ Consultants are encouraged to explain, in detail, their understanding of the scope of work and to identify any supplemental tasks deemed necessary that may enhance the project or reduce its cost.

- 5.4 **TAB B: Statement of Qualifications-** Include descriptions example projects completed within the past five years that are comparable in scope to the proposed project. Provide a narrative description to show familiarity with city procedure and standards, and Caltrans standards. Identify key staff, to be utilized on the including sub-consultants and their responsibilities in the example projects and how they will be utilized on the City’s proposed project.
- 5.5 **TAB C: Qualifications of Team** – Include a flowchart of the organization for the project showing the proposed principal-in-charge, project manager, and key project staff including sub-consultants that will be assigned to the project. ~~The principle in charge shall be a California Registered Civil Engineer~~ Provide a narrative description of the qualifications and experience of each key person along with their proposed project responsibilities. A resume may be included for each person shown on the flowchart. List the names, addresses and telephone numbers of any anticipated sub-consultants.
- 5.6 **TAB D: Project Schedule-** Include a detailed schedule for the completion of the engineering services required for the contract. Provide a timeline outlining days required to complete each task as outlined in this RFP. Show critical path elements of the project and discuss any constraints to meeting the City’s desired timeline.
- 5.7 **TAB E: Work Plan** – Include a spreadsheet showing staff members and number.
- 5.8 **TAB F: Experience and References** – Provide a summary of your firm’s experience with the Roseville’s Design and Construction Standards in providing these or similar services. Provide a minimum of three (3) references from public agencies 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.
- 5.9 **TAB ~~H~~ G: Cost Proposal** – In a separate sealed envelope, include your firm’s fee for providing the requested services of this Request for Proposal and the other items that you feel should be included. Also, include a breakdown which should show the classifications of the persons working on each task, their billing rate, the total hours projected that they will work on each task, their total charge as well as all other incidental charges that comprise the firm’s fee. The fee amount will not be considered in the selection of the consultant firm.

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

## 6.0 SUBMITTAL INSTRUCTIONS

6.1 Your submittal package shall include the following:

- **One (1) original and Three (3) printed copies** of your proposal; and

- 6.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.**

6.3 Proposals shall be submitted ONLY to:

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

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

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

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

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

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

## 7.0 EVALUATION CRITERIA

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

<b><u>Evaluation Criteria</u></b>	<b><u>Maximum Points Possible</u></b>
Project Understanding (per Sections 5.3)	30
Experience with Similar Projects (per Sections 5.4)	25
Quality of Personnel (per Sections 5.5)	15
Project Schedule and Work plan (per Section 5.6 – 5.7)	10
Experience and References (per Section 6.8)	20
<b>Total Possible Points:</b>	<b>100</b>

## 8.0 SELECTION PROCESS

- 8.1 Proposals submitted will be reviewed by a selection committee. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- 8.2 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.
- 8.3 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.
- 8.4 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 8.5 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 8.6 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful 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.
- 8.7 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

## **9.0 GENERAL TERMS & CONDITIONS**

- 9.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 9.2 **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.

- 9.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 9.4 **Conflict of Interest.** The 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.
- 9.5 **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.
- 9.6 **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.
- 9.7 **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.

- 9.8 **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.
- 9.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 9.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made to the City Council via a published agenda.
- 9.11 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.
- 9.12 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 9.13 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 9.14 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 9.15 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 9.16 **Rejecting Team Members, Firms or Sub-consultants.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 9.17 **Local Business, Small Business, Minority and Women Owned Business.** The City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 9.18 **Withdrawal of Proposals.** Proposals may be 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.

- 9.19 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 9.20 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 9.21 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The 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.
- 9.22 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 9.23 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.



- 9.24 **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.
- 9.25 **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.
- 9.26 **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.
- 9.27 **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.