


**CITY OF ROSEVILLE**

**NOTICE TO BIDDERS**

**RFQ 2057**

**NOTICE IS HEREBY GIVEN** that sealed bids for a **Cable Pulling Unit** will be received by the City of Roseville. Bids will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **Tuesday, March 5, 2013**. Said bids will be publicly opened and read aloud in the City Clerk Research Room, at the above address, at 3:05 p.m., **Tuesday, March 5, 2013**. Specifications and bid forms for the submitting of a proposal shall be obtained at the Purchasing Division, 2075 Hilltop Circle, Roseville, CA, 95747 or by accessing the City of Roseville website at [www.roseville.ca.us](http://www.roseville.ca.us). Each bid shall be submitted only upon that form. Right is reserved to reject any or all bids and to waive any informalities or irregularities in any bid or in the bidding.

2/13/13  
Date

  
Samuel Elmer  
Administrative Analyst

**CITY OF ROSEVILLE  
INVITATION FOR BID AND AWARD [FORMAL]**

**RFQ NO. 2057**

Issued Central Services Director Telephone: 916-774-5720  
By: Purchasing Dept Fax: 916-774-5736  
City of Roseville, CA

Date Issued:  
February 12, 2013

Page No. No of Pages

Sealed bids, subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the office of the **City Clerk, 311 Vernon Street, Roseville, CA 95678**, until **3:00 p.m., Pacific Time on Tuesday, March 5, 2013** and at that time publicly opened, for furnishing the equipment, supplies, or services described in the accompanying Schedule. Bid bond in the amount of -0%- is required. Performance bond in the amount of -0%- of the total amount of the bid shall be furnished by the successful bidder in accordance with Paragraph 11 of Terms and Conditions.

*General information and instructions to bidders are contained in the terms and conditions on the attached page.*

**SCHEDULE**

Please quote your best price FOB City of Roseville in accordance with all specifications, terms, conditions, and attachments of RFQ 2057 to provide one new, unused 2013 or newer Hogg & Davis Hydra 985 Cable Pulling Unit or approved equal.

**Include all sales tax and miscellaneous fees to represent a final out the door price.  
City of Roseville tax rate is 7.50%.**

Quantity 1 Cable Pulling Unit \$ \_\_\_\_\_

- Note:**
1. Attached sticker **MUST** appear on the outside of the envelope when submitting a sealed bid.
  2. You **MUST** submit an **original bid response and two copies**.
  3. Direct all questions regarding this inquiry to Joanna Oukrop by fax (916) 774-5736 or e-mail, [joukrop@roseville.ca.us](mailto:joukrop@roseville.ca.us) by no later than Monday, February 25, 2013 at 3:00 p.m..
  4. Bidder agrees to offer the City of Roseville and other public entities, public utilities, or non-profit public benefit corporations the item(s) quoted herein under the same terms and conditions of the RFQ for a period of up to 1 year from contract award date. **YES** \_\_\_\_\_ **or NO** \_\_\_\_\_

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items or services enumerated on which prices are quoted at the unit price set opposite each item and deliver them at the designated point(s) within the time specified.

**BIDDERS MUST COMPLETE THE FOLLOWING:**

Discount terms: \_\_\_\_% \_\_\_\_ days. **Delivery will be completed within \_\_\_\_\_ calendar days after receipt of order.**  
Bidder agrees to accept payment by City Visa Credit Card. Yes \_\_\_\_\_ No \_\_\_\_\_

Name and Address of Bidder:	Signature of Person Authorized to Sign Bid:	Date of Bid:
BIDDER TO INDICATE STATUS, AS TO: "PARTNERSHIP", "CORPORATION", "SOLE PROPRIETORSHIP", ETC.	Type or Print Signer's Name, Title & Phone No., and Email	

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## **IMPORTANT!!!**

**The City is not responsible for misdelivered bids, and the Bidder is strictly liable for its chosen method of delivery. It is the Bidder's sole responsibility to make sure that bids arrive at the proper location. Any bid which does not actually arrive in the City Clerk's Office by the date and time of the bid opening will be rejected as non-responsive, even if properly addressed or delivered to another City Department.**

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

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

The Bidder is also directed to place the enclosed bid label, without alteration, on the outside of the package or envelope so that it is visible when delivered to the City.

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# CITY OF ROSEVILLE

## VEHICLE SPECIFICATION INSTRUCTION SHEET

All bids must follow the instructions listed below:

1. Each field of the specification under Bidder's Proposal **MUST** be filled out completely.
2. An exact response is required when specific information such as Make or Model number is requested.
3. When no specific information is requested, you **MUST** indicate whether your vehicle will meet each specification or not. Acceptable responses are:
  1. Yes – Comply
  2. Yes
  3. Meets Spec
  4. Equal
  5. No – See Exception
4. When exceptions occur you **MUST** provide information that will enable the City of Roseville to consider whether your deviation or exception will be acceptable and meet the needs of the City.

Note: The final determination as to whether or not an exception to the City specification is acceptable will be at the sole discretion of the City.

**IMPORTANT:** Failure to comply with the instructions on this information sheet will result in your bid being considered “non-responsive” and therefore rejected.

**CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013**

These specifications are not meant to limit the vendor; they are to be guidelines to minimum qualifications. Alternate bids are encouraged.

Bidder shall complete every space in the BIDDER'S PROPOSAL column either stating "meets specifications" or describing any deviations to the specifications. Failure to complete all spaces may invalidate the bid.

	<b>SPECIFICATIONS</b>	<b>BIDDER'S PROPOSAL</b>
	One new unused 2013 or newer Hogg & Davis Hydra 985 Cable Pulling Unit or approved equal. Single axle, cable pulling unit. Trailer to be engineered for safe, rapid, one-person operation. Trailer accommodates both underground and overhead power systems	
1.	All equipment supplied under specifications shall be the manufacturer's latest changes, revisions and additions at the time of delivery.	
2.	Delivery shall be within 120 days of order.	
3.	The vehicle furnished to meet these specifications, including all equipment and accessories, must comply with the requirements of the California Vehicle Code, California Air Pollution Control Board, Federal Motor Vehicle Safety Standards and CAL/OSHA Standards.	
4.	Exhaust Emission control requirements shall include the best available 2012 or Newer exhaust after treatment.	
5.	The unit shall be serviced, cleaned and ready for immediate operation when delivered.	

CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013

	SPECIFICATIONS	BIDDER'S PROPOSAL
1.	<p><b>Power Unit:</b> Electric throttle activation at front and rear control positions                      Micro switch energized electric/hydraulic proportional controllers at front and rear control positions                      Closed loop Hydrastatic System                      Two-speed final drive with electric activated shift at front and rear control positions                      Open center auxiliary Hydraulic System                      Load locked cylinder provides pressure to reel                      2 7/16" chrome plated drive shaft with piloted flange and pillow block bearings                      Auxiliary power shaft with bayonet                      Hydraulic oil cooler mounted at engine radiator air intake                      Filtration: Full flow with relief and condition indicator with replaceable spin-off cartridge. Flo Ezy® wire mesh filter on suction line inside tank                      0-5000 psi Hydrastatic pressure gauge at front control panel                      0-3000 psi auxiliary pressure gauge at control valve bank                      Lighted gauges for oil pressure, water temp, ammeter, fuel level                      Lighted tachometer and hour meter                      Fully hooded with hinged doors for easy access                      Enclosed battery compartment with external battery connector</p>	
2.	<p><b>ENGINE: Type:</b> YANMAR 3TNV-88 D (TIER 4)  <b>Cylinders:</b> 3                      a. <b>Bore:</b> 84mm (3.31 in.) <b>Stroke:</b> 90mm (3.54 in)  <b>Disp.:</b> 1.497 L (91.2 CID)  <b>Power Rating:</b> 33 hp @ 3000 rpm Intermittent -30 hp @ 3000 rpm  <b>Combustion:</b> Continuous, Direct Injection  <b>Ignition:</b> Keyed switch with Pre-heat, Off, Run, Start  <b>Indicator Lights:</b> Low oil pressure and Engine pre-heat with timer</p>	

**CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013**

	SPECIFICATIONS	BIDDER'S PROPOSAL
3.	<b>TRANSMISSION:</b> Fully hydrastatic with two forward and two reverse speeds. Capable of shifting on the fly from low to high without stopping pull in progress. Joystick controlled with microswitch activation to prevent inadvertent operation	
4.	<b>DIMENSIONS:</b> Length 198" (without options); Height 80"; Width 96"; Weight 7,020-lbs.	
5.	<b>RATINGS:</b> GVWR 21,350-lbs; GAWR 19,840-lbs.	
6.	<b>Reel Capacity:</b> Diameter 108"; Width 56"; Weight 14,000-lbs.	
a.	One 96" Breakaway Reel included with unit.	
7.	<b>Frame:</b> Heavy duty boxed angle with boxed I-beam tongue.	
8.	<b>BRAKES:</b> Brake system shall be (ABS) full 12-volt electric, or equal. with emergency brake away switch. Brake shoes are to be 16-1/2 " x 5" (41.91cm x 12.7cm) minimum.	
9.	<b>Axle:</b> 20,000-lb capacity stub spindles with heavy duty Timken bearings for single wheel application.	
10.	Tires: 365/80R20 20-ply radial tires.	
11.	Rims: 9:00 x 20 steel disc with 10 on 11-1/4" BC.	
12.	Hydraulics: 15 gallon hydraulic oil tank minimum with full flow filtration on suction and return lines. 0-3000 psi auxiliary pressure gauge at the control valve bank. 0-5000 psi hydrastatic pressure gauge at the front control panel.	
13.	Reel Drive: Capable of 24,000-lbs line pull at a 19" core diameter and 80" flange diameter reel. The drum drive is accomplished by 4 powered drive rollers that contact the cable reel flanges with up to 14,000-lbs of force. These rollers are adjustable for variable reel widths with a manually cranked screw.	

**CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013**

	<b>SPECIFICATIONS</b>	<b>BIDDER'S PROPOSAL</b>
14.	<p>Drive Rollers: Two drive rollers per flange. Roller cores and rubber rings are machined for press fit tolerance and can be pressed on and off for ease of maintenance and replacement</p>	
15.	<p>Aux Power Shaft: Auxiliary power shaft located on curb side. Shaft is sized to accept standard type twist lock CR reels. Shaft is protected by cover and accessed through hinged door with latch.</p>	
16.	<p>Hydraulic Loading: Mandrel lifting racks load reels up to 108" in diameter x 56" wide. Open yoke frame and multiple pocket lifts provide uniform ground clearance and allow reel to be carried low for better towing center of gravity. Lifts are stabilized and locked to relieve load from hydraulic system with weight transferred directly to main frame. Hydraulic cylinders to handle reels up to 20,000-lbs in weight.</p>	
17.	<p>Reel Mandrel: 2-1/2" diameter ETD-150 solid steel bar with nylatron bearings, two tapered centering cones and locking collars</p>	
18.	<p>Tongue Wheel: Hydraulic powered, chain driven front idler wheel. The wheel is directionally controlled by means of a single joystick, allowing for mobility of the trailer without the use of another vehicle.</p>	
19.	<p>Pintle Eye: Adjustable pintle eye with 3" ID Clearance - Holland Model No.DB-1385.</p>	
20.	<p>Jackstands: Two cadmium-plated, self adjustable, quick-release jackstands, one at each rear corner of trailer to distribute load along axles and frame when in use.</p>	
21.	<p>Tool Boxes: Two lockable boxes mounted in front of fenders, one on each side with T-handle type latches.</p>	
22.	<p>Fenders: 11 gauge steel, over and down each side of the tires.</p>	
23.	<p>Mud Flaps: Two mud flaps, one at rear of each tire.</p>	



**CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013**

	SPECIFICATIONS	BIDDER'S PROPOSAL
24.	<p>Safety Chains: Two 1/2 " x 36" alloy steel with hooks. Premier #9 frame weldments.</p>	
25.	<p>Wheel Chocks: Four rubber chocks 10" long x 8" wide x 5" high with handle. Holder's shall be mounted to frame on each side of unit to stow chocks when not in use.</p>	
26.	<p>Lighting: Trailer to have LED stop, tail, turn and marker lights. Wiring to be per ICC specifications. At trailer tongue, install a 7-wire metal round socket with 36" whip. All wiring to be enclosed in hard conduit in the trailer frame. Terminated to terminal blocks. All lights to be double shock mounted Lexan lens with pigtails (FMVSS108). Two Ecco 6670A mounted to unit. Location TBD at pre-paint inspection.</p>	
27.	<p>Paint: Complete trailer grit blasted with GM50 size metal grit and primed with Sherwin Williams primer, with 2 finish coats of Sherwin Williams Genesis II paint to be a minimum of 3 mils in coverage. Parts are baked to final curing at 150 degrees for one full hour. All parts on the trailer are painted before they are assembled.</p>	
28.	<p>Decals: Decals are made of printed, multi color Lexan. Adhesive to 3M 467MP.</p>	
29.	<p>Swing Arm Levelwind: The unit fits in the upper mounting positions and swings out of the way to allow for reel loading/removal. The entire unit is removable by means of removable pins and hydraulic quick disconnect fittings. Controlled by electric solenoid valve with detented switch.</p>	

**CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013**

	SPECIFICATIONS	BIDDER'S PROPOSAL
30.	<p><b>Warranty:</b></p> <p>The warranty and product support information requested below is important and will be used in evaluating the bid. The questions intended to evaluate the vendor's Warranty/Product support history and capability, and how the bidder intends to handle warranty work in a method not covered in the questions below, state specifically how you intend to do so. Submit copy of all warranties with bid.</p> <p>Please submit with your bid, the designated repair facility intended for use in performing any necessary warranty work. Repair work is to be performed on-site when possible. The manufacturer shall certify to the City that a minimum of two (2) employees at the designated facility are qualified to troubleshoot and repair this equipment.</p>	
31.	<p>The warranty shall include all travel time, mileage charges and other expenses. Pickup and delivery of vehicle from City of Roseville to vendor's facility for warranty repairs shall be the responsibility of winning bidder.</p>	
32.	<p>List by name and location the closest warranty and parts dealer for all parts of unit.</p>	
33.	<p>When warranty work is performed by City of Roseville personnel, or warranty work is sublet to an outside source, reimbursement for the warranty work shall be made to the City of Roseville within 30 days. The City will support all labor and parts costs with copies of work orders and invoices.</p>	
34.	<p>If at any time during the warranty period the party designated for warranty is unable to perform warranty work in a timely manner, which is two (2) working days, The City of Roseville may as it's option:</p> <ol style="list-style-type: none"> <li>1. Perform warranty work with City personnel.</li> <li>2. Sublet warranty work.</li> </ol> <p>Labor will be at \$100.00 per man-hour plus parts at cost, plus 10%. Reimbursement shall be made to the City of Roseville within 30 days.</p>	
35.	<p><b>Warranty:</b></p> <p>* Trailer mainframe warranty against defects in material and workmanship for a period of 15 years from date of shipment. Trailer to have a 15-month new equipment warranty on all other parts due to defect or workmanship.</p>	

**CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013**

	SPECIFICATIONS	BIDDER'S PROPOSAL
36.	<p><b>Warranty Option:</b></p> <p>Please state cost and terms of extended warranty on drive train, engine, and hydraulics</p>	\$
37.	<p><b>Training:</b></p> <p>A minimum of 4 hours training shall be provided by vendor to shop personnel and operators for maintenance, repair and operation.</p>	
38.	<p><b>Inspection Meeting:</b></p> <p>A pre-construction meeting shall take place prior to build to define City specs. And answer build questions. At the City Of Roseville</p>	
39.	<p><b>DOCUMENTATION:</b></p> <p>Vendor shall furnish at time of delivery, Manuals, CD or DVD:</p> <ol style="list-style-type: none"> <li>1. Operator's Instruction Manual (2 copies)</li> <li>2. Lubrication Instructions (1 copy)</li> <li>3. Service Maintenance Manuals (1 copy)</li> <li>4. Illustrated Parts Book (1 copy)</li> <li>Shop repair manuals, which include chassis, electrical, power train and emission systems. (1 copy)</li> <li>5. Original dealer's report of sale delivered to the City Purchasing department, 2005 Hilltop Circle, Roseville CA. 95747</li> <li>6. A complete list of part numbers for filters and other related PM items.</li> <li>7. Emissions information.</li> </ol>	

**CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013**

	<b>SPECIFICATIONS</b>	<b>BIDDER'S PROPOSAL</b>
40.	<p><b>LICENSING:</b></p> <p>Vendor shall register the vehicle with the California Department of Motor Vehicles and provide EXEMPT license plates. Registered owner shall be:</p> <p style="padding-left: 40px;">City of Roseville 2005 Hilltop Circle Roseville, CA 95747</p> <p>Send E plates to:</p> <p style="padding-left: 40px;">City of Roseville Central Services Attn: Rich Bakanec 2005 Hilltop Circle Roseville, CA 95747</p>	

CITY OF ROSEVILLE SPECIFICATION NUMBER RFQ 2057 2/13/2013

Specifications Prepared by:

Name: Rich Bakanec

Title: Equipment Servicewriter

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Specifications Approved by:

Name: Gonzalo Ruiz

Title: Senior Material Tech.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ROSEVILLE  
RFQ 2057  
CABLE PULLING UNIT**

**GENERAL INFORMATION**

The purpose of this Request for Quotation (RFQ) is to solicit proposals for a cable pulling unit for the City's Electric Department. The vendor that is awarded the contract shall provide a minimum of 4 hours of on-site training to the City's vehicle maintenance shop personnel and operators. At this training session, the vendor shall provide a complete operational, mechanical maintenance, repair, and safety overview. **The above referenced training shall be at no additional cost to the City.**

A service agreement (see sample) will be issued to the successful bidder for the on-site training. The vendor must comply with all terms and conditions located on the backside of the document. Alterations to the terms and conditions will not be allowed. The successful bidder must provide the City of Roseville, and keep in full force and effect during the term of this contract, insurance certificates issued by an insurance company authorized to do business in California. (Insurance requirements listed below).

Insurance requirements:

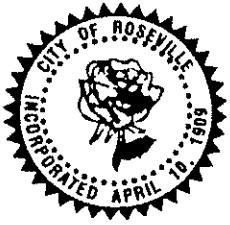
-Dollar amounts are listed on page 2 of the sample service agreement.

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

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

-Certificate holder:

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



PURCHASING  
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT**

SERVICE AGREEMENT  
No: \_\_\_\_\_

SERVICE LOCATION: \_\_\_\_\_

REQ. NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

**SUBMIT ALL INVOICES TO:**

CITY OF ROSEVILLE  
Finance Department  
311 Vernon Street  
Roseville, CA 95678

Contractor No.: \_\_\_\_\_

Department: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax: \_\_\_\_\_

Contractor: \_\_\_\_\_

Acct. Code: \_\_\_\_\_

Buyer: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

SAMPLE

Contractor License No.: \_\_\_\_\_

Total Cost of Service:

Business License No.: \_\_\_\_\_

\$ \_\_\_\_\_

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

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

CITY OF ROSEVILLE,  
A MUNICIPAL CORPORATION:

CONTRACTOR:

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

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

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

Samuel D. Elmer  
Administrative Analyst II

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

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

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

1. Contractor shall hold harmless, defend and indemnify the City of Roseville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Roseville.
2. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided vendor is given a 30 day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices will be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the following policies of insurance in full force and effect during the term of this Agreement in the amount shown below. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.

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

- 10b. All insurance coverages of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
- 10c. The limits of insurance coverages specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
- 10d. A certificate of insurance, in a form approved by the Risk Management Division, shall be provided by Contractor prior to the execution of this agreement. The City requires at least 30 days prior written notice to the City of any material change or cancellation (10 day for non-payment). The certificate shall include an endorsement naming the City of Roseville, its officers, agents, employees and volunteers as an Additional Insured for on-going and completed operations. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by the City in writing.
- 10e. The Workers' Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this agreement. Refer to [www.roseville.ca.us/stormwater](http://www.roseville.ca.us/stormwater) for links to more information on the City's storm water regulations.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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



## TERMS AND CONDITIONS OF INVITATION FOR BID

Read carefully

### 1. GENERAL CONDITIONS

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

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

### 2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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

### 3. DESCRIPTION OF SUPPLIES

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

### 4. SUBMISSION OF BIDS

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

### 5. REJECTION OF BIDS

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

### 6. WITHDRAWAL OF BIDS

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

### 7. LATE BIDS OR MODIFICATIONS

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

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

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

**9. DISCOUNTS**

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

**10. AWARD OF CONTRACT**

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

**11. PERFORMANCE BOND**

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

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

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

CITY OF ROSEVILLE  
TERMS AND CONDITIONS OF PURCHASE

**ARTICLE I** – The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

**ARTICLE II – INSPECTION.** The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

**ARTICLE III – CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

**ARTICLE IV – TERMINATION.**

- A. City may by written notice stating the extent and effective date. Terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- B. City may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby.

If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

- C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver

property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.

D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

E. As used in this Article, the Word "Seller" includes Seller and his subsuppliers at any tier.

**ARTICLE V – TITLE.** Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

**ARTICLE VI – PAYMENT, EXTRA CHARGES, DRAFTS.** Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

**ARTICLE VII – WARRANTY.** Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

**ARTICLE VIII – PATENT INDEMNITY.** Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

**ARTICLE IX – DECLARED VALUATION OF SHIPMENTS.** Except as otherwise provided on the face of this order, all shipments by Seller under this order for City's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

**ARTICLE X – ASSIGNMENT.** This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

**ARTICLE XI – AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in the Executive Orders 11246 and 11375, and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the City or request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the City his policies and practices relating to his affirmative action program.

**ARTICLE XII – FAIR EMPLOYMENT PRACTICES.** If this order is for an amount of \$10,000 or more, Seller agrees to comply with the provisions of the California Fair Employment Practice Act and to include the provisions of the Act in any first tier subcontract into which Seller may enter in connection with performance pursuant to this order so that such provisions will be binding upon each subcontractor.

**ARTICLE XIII – OTHER APPLICABLE LAWS.** Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

SEALED BID



**IMPORTANT**  
NOTICE TO  
BIDDER

*The envelope containing your bid **MUST** have:*

1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

INVITATION NO.	
<b>RFQ 2057</b>	
DATE OF OPENING	
<b>March 5, 2013</b>	
TIME OF OPENING	
<b>3:05</b> A.M. <input checked="" type="checkbox"/> P.M.	
BID FOR	
<b>Cable Pulling Unit</b>	

SEALED BID