



REQUEST FOR PROPOSALS

Advanced Metering Infrastructure Consulting Services

DUE: July 22, 2013

3:00 PM

Deliver to:

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

CITY OF ROSEVILLE
NOTICE FOR PROPOSALS

ADVANCED METERING INFRASTRUCTURE CONSULTING SERVICES

NOTICE IS HEREBY GIVEN that proposals for **Advanced Metering Infrastructure Consulting Services** 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., **July 22, 2013**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected contractor. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

June 25, 2013

Date

Philip McAvoy

Philip McAvoy
Rates and Financial Services Administrator

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 RFP title on the outside of the package or envelope so that it is visible when delivered to the City.

ADVANCED METERING INFRASTRUCTURE CONSULTING SERVICES

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION	1
2.0 TENTATIVE PROJECT SCHEDULE	2
3.0 SCOPE OF SERVICES	2
4.0 ASSURANCE OF DESIGNATED PROJECT TEAM	6
5.0 PROPOSAL FORMAT REQUIREMENTS	6
6.0 SUBMITTAL INSTRUCTIONS	9
7.0 EVALUATION CRITERIA	10
8.0 SELECTION PROCESS	10
9.0 GENERAL TERMS AND CONDITIONS	11
10.0 ATTACHMENTS	
A: PROPOSERS CERTIFICATION	
B: CONTRACTOR LICENSES	
C: SUBCONTRACTOR LIST	
D: SAMPLE CONTRACT	

1.0 INTRODUCTION

The City of Roseville (hereinafter "City"), is soliciting proposals for a consultant to perform services related to the evaluation of Advanced Metering Infrastructure (AMI) and Meter Data Management Systems (MDMS). This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (herein after "Contractor(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

1.1 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 122,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

Established in 1911, Roseville Electric is the City of Roseville's electric utility provider. Its 137 employees proudly serve 55,000 residential and business customers. As a municipal owned utility, Roseville Electric's primary purpose is to provide highly reliable electricity to the businesses and residents of Roseville.

Roseville Electric serves an area of approximately 43 square miles, coterminous with the City's borders, and has more than 144 miles of overhead lines, 700 miles of underground miles, and 17 substations.

Roseville Electric is under the supervision of the Roseville City Council. The Roseville Public Utilities Commission serves as an advisory board to the City Council on matters pertaining to utilities owned and operated by the City.

1.2 INSTRUCTIONS

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

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

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Roseville Electric
Attn: Matt Nelson
2090 Hilltop Circle
Roseville, CA 95747
Fax: (916) 774-5583
Email: mnelson@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 end using 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 PROJECT 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.....	June 25, 2013
Deadline for Written Questions.....	July 9, 2013
City Responses to Written Questions.....	July 15, 2013
Proposal Submission Deadline.....	July 22, 2013
Contractor Interviews as needed.....	July 30-31, 2013
Documentation Submission Deadline.....	August 8, 2013
Contract Approval by City Council.....	September 4, 2013
Commencement of Services.....	September 5, 2013

3.0 SCOPE OF SERVICES

3.1 BACKGROUND

Roseville Electric previously conducted a feasibility study for implementation of AMI in 2007. At that time, Roseville Electric did not choose to move forward with implementation. However, with changing regulatory and industry requirements, there is a need to reevaluate the feasibility of implementing AMI/MDMS for all of Roseville Electric's customers.

In Roseville, electric meter reading is primarily visually collected and manually input into handheld devices via the Itron MVRS system. Roseville Electric currently utilizes Itron MV-90 to remotely interrogate commercial and industrial meters on a daily basis, downloading 15-minute interval data. Roseville Electric has deployed approximately 500 load profile meters on residential and commercial accounts for load research analysis. Meter readers manually download load profile meters on a quarterly basis and the data is stored in MV-90.

3.2 PROJECT OVERVIEW

3.2.1 Goals

Roseville Electric sees the evaluation and implementation of AMI/MDMS in at least two phases. Phase One is an evaluation as described in the goals below:

- Provide AMI and MDMS market overview
- Evaluate grant funding opportunities
- Evaluate the operational improvements of an AMI and MDMS.
- Recommend if the combination of costs, benefits, and regulatory compliance functionality warrant the purchase and implementation of AMI and MDMS

Phase Two of the AMI/MDMS project would be the actual selection and implementation of the selected AMI/MDMS solutions, if AMI and MDMS are deemed necessary by Roseville Electric at the end of Phase One. The utility anticipates requiring assistance in Phase Two for Requests for Proposals for vendors, selection of vendor, deployment plan, and implementation services. Roseville Electric is only soliciting bids for Phase One at this time.

3.2.2 Purpose

One of the main purposes of having a consultant evaluate the feasibility of AMI/MDMS implementation is to verify Roseville Electric's expected benefits of implementing a solution. Another reason for the evaluation is to discover other benefits not realized at this time. Expected benefits include, but are not limited to:

- Resource Efficiency
 - Greenhouse gas emission and carbon footprint reductions
 - Natural resource consumption reductions
 - Peak Load Reduction
 - Load Factor Improvement
 - Reserve Margins
- Regulatory Compliance
 - State annual billing requirements
 - Federal building efficiency reporting requirements
 - Solar customer billing requirements
- Customer Services Improvement
 - Improved customer data acquisition and distribution
 - Rate options including time of use, solar, electric vehicle, critical peak, demand response, etc.
 - Enhanced customer service options, including home energy management solutions
- Operational Efficiency
 - Outage Management
 - Meter Reading/billing/service reconnections/disconnections
 - Meter installations/maintenance/programming, etc.
 - Meter reading accuracy
 - Load Research to improve energy forecasts
 - Energy theft reduction
 - Other distribution operational improvements

3.3 DELIVERABLES

3.3.1 AMI and MDMS Industry and Market Overview

The need for Roseville Electric to explore the feasibility of AMI and MDMS is influenced by the changing regulatory and industry requirements. Electric utilities in California are subject to many laws and regulations, and opportunities exist for AMI and MDMS to help comply with these requirements. Many other publicly owned utilities in the state have already upgraded to AMI and MDMS to provide more data to customers, control peak load demand, and increase resource efficiencies. This overview will provide Roseville Electric with more insight into what AMI/MDMS solutions are available and which AMI/MDMS solutions are being employed by other publicly owned electric utilities in California.

3.3.2 Feasibility Study

The feasibility study is the base on which every other aspect of an AMI/MDMS selection will be built; from the RFP, vendor selection, deployment, and the final automated and billed meter reading services. Thus, the feasibility study must answer three questions:

- ✓ Is there a good business case for Roseville Electric to implement an AMI/MDMS solution?
- ✓ Will an AMI and MDMS assist Roseville Electric to comply with regulatory requirements?
- ✓ Which type(s) of system(s) provide long-term operational and financial value for Roseville Electric's identified requirements?

The creation of the feasibility study will be a heavily collaborative effort between the consultant and Roseville Electric, so staff availability and cooperation will be essential. Listed below are the components of a feasibility study that are essential to determine if Roseville Electric has a solid business case for the implementation of an AMI/MDMS system:

3.3.2.1 Situation and Requirements Analysis

An As-Is analysis is the critical foundation of a successful business case. Technical assistance is necessary to understand all business related activities that are determined to have a significant impact on the overall decision making process for the potential AMI/MDMS solution. Additionally, because the volume of data from an AMI system can be small or extensive, MDMS information needs must be clearly identified and considered for immediate data collection and future requirements that will necessitate integration into other utility systems.

3.3.2.2 Technology, Vendor and Service Level Assessments

The Situation and Requirements Analysis will be used to evaluate the broad technical requirements of all AMI technologies and their ability to meet Roseville's technical requirements. A summary of overall technologies that best address the operational requirements and service territory characteristics of Roseville Electric that will lead to a more detailed analysis of AMI/MDMS solutions that meet Roseville Electric's requirements.

3.3.2.3 Deployment and Operations Alternatives

The previous steps will guide the Deployment and Operations analysis by examining the AMI system type and the infrastructure necessary for the deployment of the system. This will assist in determining whether Roseville Electric should own, lease, or outsource the AMI/MDMS. The actual cost implications of various scenarios for this analysis are critical to the decision making by Roseville Electric.

This step should also include contractor and staffing considerations for deployment of the proposed AMI and MDMS. Staffing and skill set requirements for the completed system and labor strategies must be considered under the different scenarios considered, including at least:

- Full or partial deployment of AMI/MDMS, owned and managed by Roseville Electric
- Full or partial deployment of AMI/MDMS, outsourced
- Full or partial deployment of AMI/MDMS, Roseville Electric provides support services for meter reading

3.3.2.4 Cost-Benefit Analysis

The cost-benefit analysis will examine the AMI and MDMS types that best meet Roseville Electric's requirements for functionality, system options, and deployment strategies. This should include additional analysis for capital costs for any enhanced or preferred level of functionality beyond a base level of functionality. Roseville Electric staff will work extensively on the cost-benefit analysis with the selected consultant, and will provide the consultant will all pertinent utility information throughout the process.

3.3.3 Scope of Services Overview for Phase Two (Optional)

If the Phase One evaluation concludes that AMI/MDMS is feasible and beneficial for Roseville Electric, the utility anticipates requiring assistance in Phase Two of the AMI/MDMS project. Phase Two would include assistance from a consultant in developing detailed functional requirements for Requests for Proposals for AMI/MDMS vendors, vendor selection, deployment planning, and implementation services. A Scope of Service and Qualifications Overview for the Phase Two services is requested from consultants with applicable knowledge.

3.4 TENTATIVE TIMELINE

- Preliminary meeting (on-site or electronic) to discuss expectations, additional information needed by consultant, and schedule by week of September 9, 2013
 - Initial needed information delivered to consultant by week of September 16, 2013.
- First draft of deliverables for Roseville Electric and consultant to review together by week of September 30, 2013.
 - Comments due to consultant by week of October 14, 2013

- Second draft of deliverables for Roseville Electric and consultant to review together by week of October 28, 2013.
 - Comments due to consultant by week of November 4, 2013
- Final draft of deliverables for Roseville Electric and consultant to review together by week of November 18, 2013.
 - Comments due to consultant by week of December 2, 2013
- Final report of Industry/Market Overview, Feasibility Study, and Scope of Work (if deemed needed) by week of December 16, 2013.
- On-site presentation of consultant's evaluation at Roseville Electric to utility officials, by week of January 13, 2014

4.0 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.

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 elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

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 contractor will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

- 5.2 **Signature Requirements** - The proposal shall be signed by an official(s) legally authorized to bind the contractor and shall expressly state that the proposal is valid for ninety (90) days. Note: This is ninety (90) days following the closing date for the receipt of all proposals. All proposals must contain the following language before the signature block: "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."
- 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: 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.
- 5.4 **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.
- 5.5 **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.

- 5.6 **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.
- 5.7 **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.
- 5.8 **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.
- 5.9 **TAB G: Required Statements** – Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the team without approval by City staff (**Section 4.0**)
 - The absence of a conflict of interest (**Section 9.4**)
 - The absence of undue influence (**Section 9.5**)
 - Non-collusion (**Section 9.6**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 9.7**). (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 9.21**)
- 5.10 **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 D**). 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.
- 5.11 **TAB I: Competency of Proposers** – The City wants to ensure that the successful contractor has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop 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
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

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.

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).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and proposed Staff/sub-consultants/sub-contractors (per Sections 5.3 – 5.5)	5
B. Feedback from references, pertinent to previous AMI/MDMS consulting for electric utilities, preferably publicly owned (per Section 5.4)	5
C. Understanding of the project and abilities to complete Scope of Services (per Section 5.6 – 5.7)	5
D. Proposed Cost (per Section 5.8)	5
E. Overall quality and preparation of proposal (per entire Section 5.0)	5
Total Possible Points:	25

8.0 SELECTION PROCESS

- 8.1 Proposals submitted will be reviewed by a selection committee. Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of contractors invited to an interview may vary depending upon the number of proposals submitted.
- 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 contractor might propose.
- 8.3 A contract will be negotiated with the contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the contractor considered next best in meeting the City's needs for this particular project.
- 8.4 The selected contractor 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 contractor(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 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 contractor will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment D**.
- 9.2 **Independent Contractor.** At all times the contractor shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney 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 contractor shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the contractor or the contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a contractor has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 9.5 **Undue Influence.** The contractor shall warrant that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the contractor, or from any officer, employee or agent of the contractor, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 9.6 **Non-Collusion.** Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-consultants or sub-contractors.

- 9.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment D**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected contractor shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the contractor's proposal. Alterations to the terms and conditions shall not be allowed.
- 9.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any contractor in preparing or submitting a proposal in response to this RFP.
- 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 contractor 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-contractors.** 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 modified or withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the bidder. 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 contractor 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 material/service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 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 contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 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 **Notification of Withdrawal of Proposal.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office.
- 9.24 **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.
- 9.25 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as Attachment A, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 9.26 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected contractor sign a statement affirming its compliance with this policy.

9.27 **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 Contractor 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.

9.28 **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 Contractor 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 90 days in order to allow the City adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals, Requirements for Statements of Qualifications, Scope of Services Background, 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: no officer, employee or agent of the City of Roseville or any other proposer is interested in said proposal 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

CONTRACTOR LICENSES

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

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

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

License # _____

Attachment C
SUBCONTRACTOR LIST

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

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____

Company Name _____
Principal _____
Address _____
City _____
Phone _____
Job capacity _____
Percentage of total work _____
Licenses and numbers _____

Attachment D
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: _____

SAMPLE