



REQUEST FOR PROPOSALS

For The Purchase and Development of City Owned Property Located at 505 Royer Street (City's Old Courthouse Site)

DUE: November 19, 2020

3:00 PM

Deliver to:

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

OR

Email to:

CityClerkroseville@roseville.ca.us

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

For the Purchase & Development of Property Located at 505 Royer Street

NOTICE IS HEREBY GIVEN that proposals for **the purchase and development of the Old Courthouse Site, located at 505 Royer Street**, will be received by the City of Roseville. Due to impacts to the City of Roseville facilities and offices as a result of COVID-19, proposals shall **ONLY** be regularly mailed to the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA 95678** or submitted via electronic mail to CityClerkroseville@roseville.ca.us, until 3:00 p.m., **November 19, 2020**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected developer. 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.

Date

Wayne Wiley
Economic Development Manager

IMPORTANT!!!

The City is not responsible for mis-delivered 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 or City Clerk's email address 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 mailed to the following address:

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

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

OR

Your proposal **MUST** be emailed to:

CityClerkroseville@roseville.ca.us

**Request For Proposals
For The Purchase and Development of City Owned Property Located at 505 Royer Street
(Old Courthouse Site)**

TABLE OF CONTENTS

<u>SECTION</u>	<u>Page</u>
1.0 INTRODUCTION	5
2.0 TENTATIVE PROJECT SCHEDULE	8
3.0 PRE-PROPOSAL CONFERENCE	8
4.0 TYPE OF DEVELOPMENT	9
5.0 ASSURANCE OF DESIGNATED PROJECT TEAM	9
6.0 PROPOSAL FORMAT REQUIREMENTS	9
7.0 SUBMITTAL INSTRUCTIONS	12
8.0 EVALUATION CRITERIA	13
9.0 SELECTION PROCESS	13
10.0 GENERAL TERMS AND CONDITIONS	14
11.0 ATTACHMENTS	
PROPOSER’S CERTIFICATION	19
PROPERTY APPRAISAL	20

1.0 INTRODUCTION

The City of Roseville (hereinafter “City”) is soliciting proposals from interested developers for the purchase and development of city owned property at 505 Royer Street, located within the Downtown Roseville Specific Plan (hereinafter “DTSP”). The City will consider all proposals with preference given to projects that are consistent with the land use and zoning of the subject property and consistent with the vision of the DTSP. The City currently seeks proposals from qualified operators / developers for projects that meet the intent of this RFP and will evaluate all projects found to be consistent with this request.

Through this Request for Proposals (hereinafter “RFP”) process, the City wishes to identify a highly qualified, financially capable entity able to perform all requirements needed to guarantee the proposed use of the site. The City is seeking proposals that are structured to minimize City participation. Following identification and selection of the most qualified proposal, and pending City Council approval, the City will enter into an Exclusive Right to Negotiate (hereinafter “ERN”) Agreement with the selected entity for a period not to exceed one hundred and eighty (180) days to finalize terms and develop necessary project plans and property disposition agreements.

Qualified individuals, firms, developers, consultants or entities (hereinafter “Developer(s)” or “Firm”), that meet the requirements set forth in this RFP are encouraged to participate.

1.1 City Overview

The City of Roseville encompasses 44 square miles in south Placer County, approximately 15 miles northeast of Sacramento. The City is bisected by Interstate 80 (160,000+ daily trips) and State Route 65 (117,000+ daily trips). With a population of approximately 144,000 and a day time population of approximately 155,000, Roseville has established itself as a regional employment center and retail destination. Roseville was named one of the best places to live in the United States by Money.com in 2020. In addition, Roseville ranks 13th in the state for total retail sales reaching over \$4 billion and has more than twice the amount of retail sales per household than the statewide average. Roseville also offers a variety of housing options and constantly seeks to maintain consistency with the State and local requirements of providing affordable housing. Currently over 55,000 housing units are located within the City of Roseville, with housing stock primarily comprised of single family and multifamily residential, totaling 79 percent and 19 percent respectively. In addition, Roseville’s Housing Division works to ensure the City meets the 10% affordable housing goal set forth in the City’s General Plan and our award winning Housing Authority has ranked as a high performing agency for the last 16 years. Roseville’s moderate climate, excellent schools, expanding job opportunities and nearby recreation areas attract new residents, visitors, and businesses who are looking for a great place to live, work, shop and raise a family.

1.1.1 Development Context

The proposed project area is located near the heart of the civic core of Downtown Roseville, across from the City's downtown library and adjacent to Dry Creek. Primary access to the site is provided via Vernon Street and Taylor Road which is located approximately ½ mile from Interstate 80.



The general area benefits from significant public and private investments in the immediate vicinity, including a newly constructed city office building, new fire station, installation of Downtown streetscape improvements, development of a 58 unit mixed use/affordable housing development, two public parking garages providing over 900 spaces, and three newly constructed bridges providing pedestrian connectivity across Dry Creek and to Royer Park. The City has completed the construction of The Downtown Bridges and Trails Project which will continue implementing the Downtown Vision of providing three important bridge connections across Dry Creek and continuation of the Dry Creek/Miners Ravine trail system. The project implements the Downtown Vision by improving connections between Royer Park and the Vernon Street/ Town Square area, and by closing the gap in the Class I trail system.

1.1.2 Downtown Roseville Specific Plan & Downtown Code

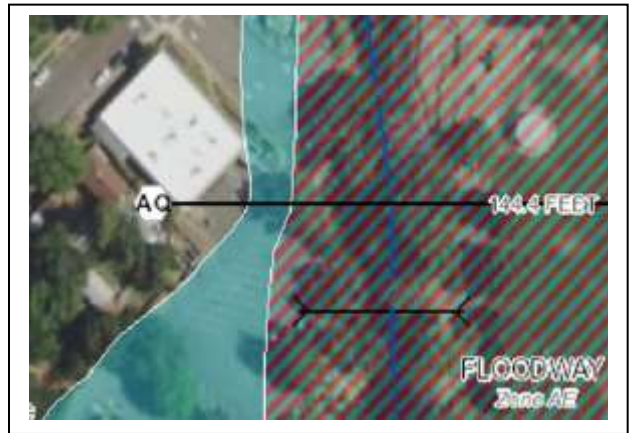
The DTSP was adopted in 2009 and is the overriding policy document containing guiding principles for development of the plan area. The document provides detailed land use and form-based development regulations for Downtown with focused design guidelines tailored for both private and public development. Policies unique to the plan include a park-once strategy, in-lieu fees for parking, a waiver of parkland dedication for residential units, expedited review processes, and additional floor area incentives for projects that include mixed use, public improvements or public art. In addition, the DTSP “Downtown Code” is the implementation tool to help achieve the vision of the Plan. The guidelines and standards found in the Downtown Code are used to help evaluate projects and provide direction and specifications for development. With the establishment of the Downtown Code, the project area was identified as an Opportunity Site that could be developed with a variety of uses as outlined in Section 2.3.2 of the DTSP Downtown Code (See www.roseville.ca/DowntownSpecificPlan).

1.1.3 Project Site Information

Located at 505 Royer Street, on the corner of Royer Street and Taylor Street, the project site comprises of three parcels totaling 1.17 acres and includes a 7,800 square foot building and 54 space parking lot. The existing building is currently vacant and was last utilized for the Placer County Superior Court offices. To help incentivize development of the subject property, the City will demolish the existing building by spring of 2021 to provide a vacant site to the developer. The property is zoned Commercial/Special Area – Downtown (CM/SA-DT), which allows for a variety of use types including mixed-use, retail, restaurants, public/quasi-public, offices, multifamily residential, live/workspace, and public markets.

The parcel's topography gently slopes to the southeast towards Dry Creek and approximately .78 acres of the site is located within FEMA's 100 year Floodplain (shown in blue). Structures may be built within the Floodplain; however, the portion of the site located within FEMA's Floodway is undevelopable (noted by the red hatched area).

Special design consideration will be necessary to address construction within the Floodplain and staff will work with the selected Proposer to provide additional details on Floodplain development criteria.



1.1.5 Project Design Intent

As contemplated in the DTSP, redevelopment of the subject site has been anticipated since the inception of the plan. Several uses are principally permitted including residential, offices, commercial, retail sales and personal service. However, in an effort to comply with the State's Regional Housing Needs Allocation and the City's Housing Element, residential development projects are strongly encouraged at this site. Design consideration for the project should include an appropriate interface with the nearby creek (located to the southeast) and the adjacent residential homes (located to the northwest). The project design shall incorporate well-articulated and detailed building elevations, high quality material, distinct design elements, and a first floor design with a pedestrian scale that is differentiated from the upper floors.

1.1.6 Development Proposal

The goal of the RFP is to solicit proposals for a project that includes development that will complement existing and future uses in the area and that is consistent with the City's long-term vision of Downtown Roseville. The proposed development plan may generate housing options for the community and consider opportunities for retail, offices and employment consistent with the property's land use and zoning. The project should remain substantially consistent with the DTSP to ensure consistency with the design guidelines and the approved CEQA document.

1.1.7 Planning Process & CEQA Clearance

Prior to any development, the successful proposer will be required to secure the necessary permits through the City's Development Services Department and will need to ensure the proposed project complies with CEQA. In an effort to help streamline the project, staff will preliminarily discuss all

proposals with Planning staff to identify the development potential of the proposal and any potential critical path items.

1.2 Instructions

This RFP includes a description of the requested development, 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
Economic Development Department
Attn: Wayne Wiley
311 Vernon Street
Roseville, CA 95678
Fax: (916) 775-5129
Email: wwiley@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	October 1, 2020
Pre-Proposal Conference (Tentative).....	October 22, 2020
Deadline for Final Questions.....	October 29, 2020
Proposal Submission Deadline.....	November 19, 2020

3.0 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference may be scheduled for **October 22, 2020 at 10:00 a.m.** via Microsoft Teams. Further details will be provided at a later date.

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. While participation is not mandatory, interested proposers are encouraged to join in. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP.

4.0 TYPE OF DEVELOPMENT

The City of Roseville intends to select a qualified development team that can purchase the property and demonstrate: (1) strong relevant experience with similar projects; (2) financial capability; and (3) sensitivity to the local community and environment. Evidence of ability to finance, undertake, and complete the proposed project in a timely manner is crucial to a successful submission. The development team must include an experienced development entity and such disciplines as a licensed architect and landscape architect. Additionally, the City requests that proposers craft creative proposals that address their needs while considering the City's goals. Accordingly, the selected firm should provide the City with a development proposal that achieves the following objectives:

- I. Maximizes the site's development potential with a well-designed development project that will bring employees, residents, customers, and/or visitors to the area.
- II. Provides housing or commercial options that contribute to the vibrancy of the DTSP by providing a walkable community and options for residents to live and work within close proximity of the Downtown Core.
- III. Establishes a project consistent with the DTSP and all other applicable codes, regulations, and guidelines that contributes to the continued redevelopment and community desires of a well-established downtown.

4.1 Land sale terms

The City expects that the parcel will be sold for the fair market value as determined by an appraisal dated August 4, 2020 (see **Attachment B** – property appraisal). Submittals must include a proposed purchase price. The proposed purchase price must not be below the appraised value established at \$960,000.00. Upon the selection of the RFP applicant, the City will enter into an Exclusive Right to Negotiate Agreement with the developer.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

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

6.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Developer wishes to include that is not specifically requested should be included in an appendix to the proposal.

Developers are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

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

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

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

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Developer will enter into negotiations to purchase and develop the property and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).

6.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Developer which states that the proposal is valid for one hundred and eighty (180) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is one hundred and eighty (180) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.
- Proposals which are submitted by an Individual Doing Business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

6.3 **TAB A: Firm's Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested development. 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 your firm's organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.

- 6.4 **TAB B: Experience and References** – Provide a summary of your firm's experience in developing similar projects. Provide a minimum of three (3) references for projects similar in nature and scope that your firm's team members have completed in the last ten (10) years. Include brief descriptions of the projects, dates, client names and contact persons' names, addresses and telephone numbers. Prospective Bidders should submit a proposal with sufficient information regarding prior development experience and financial capabilities to enable the City to award a Developer an Exclusive Right to Negotiate (ERN) Agreement. The ERN period will not exceed one hundred and eighty (180) days.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant's and sub-contractor's assigned task(s) and experience. Full resumes may be included in the appendix.
- 6.6 **TAB D: Project Understanding** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the development requested in this RFP, your general approach and any major challenges to achieving the City's stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.
- 6.7 **TAB E: Development Plan** – Provide a detailed discussion of your firm's approach to the successful implementation of this project and describe in narrative form the project's consistency or lack thereof with the DTSP vision and surrounding uses by highlighting the proposed project design, operational characteristics and amenities. Include a proposed schedule to accomplish all of the required tasks within a desired timeline. Additionally, describe the key project design characteristics and amenities that will be offered. Include a narrative description of the design indicating potential uses, gross square footages, parking spaces provided, or any other factors or information helpful to understanding the project. Also provide a conceptual or schematic level detail of proposed site plan, building elevations, landscape, and floor plans.
- 6.8 **TAB F: Financing Plan** – Provide a financing plan for the proposal. In describing the financing plan, respondents may include such supplemental information as deemed necessary to explain the financing plan and its underlying assumptions. The successful respondent shall have thirty (30) days from execution of the ERN Agreement to provide the City with firm financial commitments.
- 6.9 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
 - The absence of a conflict of interest (**Section 10.4**)

- A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.21**)

Submit the following document with the proposal:

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

- 6.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the type of development requested or other requirements of this RFP. The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm.
- 6.11 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Developer has the necessary facilities, ability, experience, and financial resources to provide the development specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a party has ever terminated a contract with your firm for breach, and if so, please explain. Also, furnish a statement of financial resources demonstrating that the Developer has the ability to maintain a staff of regular employees, sub-consultants or sub-contractors adequate to ensure performance of the development proposal, and the resources for the development contemplated are sufficient, adequate and suitable.

7.0 SUBMITTAL INSTRUCTIONS

- 7.1 Your submittal package shall include the following:
- **One (1) original and five (5) printed copies** of your proposal; and
 - **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media
- 7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the "Sealed Proposal" label to the outside of the envelope containing your proposal.**
- 7.3 Proposals shall be submitted **ONLY** to:

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

Or emailed to:

CityClerkroseville@roseville.ca.us

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

- 7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 7.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.8 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of the firm and proposed staff/sub-consultants/sub-contractors in successfully designing, financing, developing, constructing, and marketing development projects of similar size and scope (per Sections 6.3 - 6.5).	25
B. Compatibility with and contribution to the Downtown Roseville Specific Plan vision and mission (per Section 6.7).	25
C. Sound financial condition related to the nature and amount of assurance provided, regarding the completion of the project (per Section 6.11).	25
D. Thoroughness and quality of proposal, including completeness of response to RFP.	25
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Developers that have submitted the best and most complete proposals may be invited to an interview. The number of Developers invited to an interview may vary depending upon the number of proposals submitted.
- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.

- 9.4 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 Developer might propose.
- 9.5 A contract will be negotiated with the Developer 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 Developer considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Developer will be required to execute an ERN Agreement. The contract will further refine the terms of the sale and development.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 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 Developer(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 9.9 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.10 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 a contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Exclusive Right to Negotiate Agreement.** Upon completion of the evaluation, the City will enter into negotiations with the selected Developer for an ERN Agreement, which Developer will be required to execute. Alternatively and at City's sole discretion, the City reserves the right to propose foregoing the ERN Agreement and entering directly into a Purchase and Sale Agreement with the selected Developer.
- 10.2 **Independent Contractor.** At all times the Developer 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 Developer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Conflict of Interest.** The Developer 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. Developers 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 Developer or the Developer's management or employees relative to

the development project to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Developer has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

- 10.4 **Undue Influence.** The Developer shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Developer, or from any officer, employee or agent of the Developer, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Non-Collusion.** Developers submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary developer and the associated sub-consultants or sub-contractors.
- 10.6 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Developer in preparing or submitting a proposal in response to this RFP.
- 10.7 **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 requested development project may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.8 **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.
- 10.9 **Protests.**
- (a) Protest Requirements
- (1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.

(b) Grounds for Protest

(1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

- 10.10 **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 Developer in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.11 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.12 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.13 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.14 **If no proposal is accepted,** the City may elect to have the project performed in some other manner.

- 10.15 **Rejecting Team Members, Firms or Sub-contractors.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.
- 10.16 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.17 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.

Proposals may not be withdrawn for one hundred and eighty (180) days after the due date unless the City enters into a contract with another Developer prior to the expiration of that one hundred and eighty (180) day period.

- 10.18 **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 website. 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 significant changes, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.19 **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 Developer shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 10.20 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.21 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

- 10.22 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents, in addition to the ERN Agreement. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 10.23 **Non-Discrimination.** The City maintains various policies related to entities the City contracts with. 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 Developer sign a statement affirming its compliance with this policy.
- 10.24 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The development called for herein is deemed unique and except as provided herein Developer shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.25 **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 Developer 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 negotiate to purchase and develop the property as specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to one hundred and eighty (180) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

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

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

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

____ Sole Proprietorship

____ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

Attachment B

PROPERTY APPRAISAL

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

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

RFP NAME _____

PROPOSAL DUE DATE _____

PROPOSAL DUE TIME _____

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

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