



REQUEST FOR PROPOSALS

Design and Implementation of the “Roseville Advantage Financing Program”

DUE: January 21, 2019

3:00 PM

Deliver to:

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

CITY OF ROSEVILLE
NOTICE FOR PROPOSALS

Design and Implementation of the “Roseville Advantage Financing Program”

NOTICE IS HEREBY GIVEN that proposals for the Design and Implementation of the “Roseville Advantage Financing Program” will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **January 17, 2019**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected bank. 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.

December 5, 2018

Date

Laura Matteoli

Director of Economic Development

IMPORTANT!!!

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

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

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

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

Design and Implementation of the “Roseville Advantage” Financing Program

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1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for the Design and Implementation of the “Roseville Advantage Financing Plan”. This will be a competitive negotiation process. Qualified Bank(s) that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND

The City of Roseville is a vibrant and growing city located in south Placer County and within the greater Sacramento region. As a business friendly city, Roseville is interested in providing a significant opportunity to the local banking community to work collaboratively with the City in aggressively:

- Helping its existing businesses grow and prosper,
- Pursuing new business development, and
- Diversifying its business community.

In conjunction with this goal, the City of Roseville is seeking proposals from regional banks to design and implement a loan program to incentivize businesses to locate and grow their business within the City limits. The program will be designed to attract and benefit local businesses and will be supported with commensurate account deposits made in the respective bank. Accordingly, only locally headquartered banks are eligible to submit proposals.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 134,000 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.

1.3 INSTRUCTIONS

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

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

Direct all inquiries regarding this RFP in writing to:

City of Roseville
City Manager’s Office
Attn: Laura Matteoli
311 Vernon Street
Roseville, CA 95678
Fax: (916) 774-5284
Email: lmatteoli@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 received this RFP directly from the City. **It is the proposer's sole responsibility to monitor their correspondence for possible addenda to this RFP.** Failure of proposer to monitor for addenda 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.

Council Approval of RFP.....	12/05/18
RFP Released by the City.....	12/06/18
Optional Pre-Proposal Conference.....	12/21/18
Deadline for Final Questions.....	01/04/19
City Responses to Written Questions.....	01/11/19
Proposal Submission Deadline.....	01/21/19
Bank Interviews as needed.....	02/04/19
Contract Negotiations.....	Completed by 03/21/19
Contract Approval by City Council.....	04/03/19
Commencement of Program.....	Per Contract

3.0 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference has been scheduled for **December 21, 2018 at 9:00** at:

**Roseville Civic Center
311 Vernon Street
2nd Floor Hutchinson Conference Room
Roseville, California**

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

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

The City is interesting in developing a funding mechanism called “The Roseville Advantage Financing Program”, to set it apart from other competing locations and thus attract business growth within its city limits and/or the Sacramento region. The program is envisioned to include a number of components. First and foremost is preferential treatment in terms of processing times, service levels, support and potentially interest rates to businesses that qualify with all banking requirements *and* reside, or will reside as a result of this program, in the City of Roseville and/or the Greater Sacramento regional area. A minimum of 75% of the dollar value of the loans shall be made to businesses that reside within, or will reside within, the City of Roseville as a result of this program. Furthermore, the City is interested in supporting the local banking community, thus it will be distributing this RFP only to the four banks that are headquartered in the local area.

As a part of this program, the City would like to work cooperatively with the local banking community to create a focused and creative marketing plan to advertise and promote the program. This marketing and outreach plan will allow the City to work with the bank or banks that participate in the plan to direct business opportunities to the appropriate bank or banks involved. This plan would include the benefits of doing business with the banks as well as the benefits of the City of Roseville from a business perspective, highlighting the fact that Roseville is investing its funds in the local economy.

In order to support the “The Roseville Advantage Financing Program”, and to incentivize the local bank/banks involved, the City would deposit an appropriate level of funds in the respective banks. The City understands that banks are in the business of making loans, and cities are not. As a result, the City would not be involved in the decision making process, and the deposited funds will simply be treated as a City bank account and would not technically fund the business loans.

The deliverable for this RFP will be a creative, implementable banking program that clearly identifies all the components that are necessary to carry out the plan. Included in this list of components are the following:

- The roles and responsibilities of both the participating banks and the City of Roseville.
- The type of account recommended by the bank and a complete breakdown of costs, including any interest income being offered, (expressed in terms of its relationship to the ongoing L.A.I.F. rate).
- A suggested minimum/maximum dollar amount of the initial city funds to be deposited, based on the expected loan capacity of the bank
- A complete explanation of the security of the funds deposited to ensure the safety of taxpayer funds
- Advantages to be offered to potential businesses
- Explanation of the benefits to the City of Roseville of the proposal
- Method of audit/accounting records for verification of compliance
 - The bank/banks will be required to provide semi-annual reports that identify: 1.) That the funds are being lent to appropriately-located businesses, (i.e.: at least 75 % of dollars lent to businesses within the city and remainder to businesses within the Greater Sacramento area), 2). The dollar amount and number of loans made, and 3.) A breakdown of the percentage of loans and dollars being lent to the three business communities (Roseville, South Placer and Greater Sacramento). The City realizes there are significant restrictions regarding information dissemination and looks to the banking community to meet all federal, state or local laws, applicable City codes or standards or regulations, and yet provide certainty that the program is meeting its goals. The City will require the selected bank(s) to ensure that its deposits are insured by the Federal Deposit Insurance Corporation (FDIC).

4.1 **Multiyear Agreements** - The initial contract will be for a period of three years. The City reserves the right to renew the contract for three (3) additional years, one year at a time at its sole discretion. Contract renewals will require the approval of the Roseville City Council.

5.0 **ASSURANCE OF DESIGNATED PROGRAM TEAM**

Proposer shall assure that the designated program team is used for this program. Departure or reassignment of, or substitution for, any member of the designated program team 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 Bank wishes to include that is not specifically requested should be included in an appendix to the proposal.

Banks are encouraged to provide proposals that are sufficiently detailed to allow evaluation of the program 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: Design and Implementation of the “Roseville Advantage” Financing Program
- Name and Mailing Address of Bank (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Bank will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

6.2 **Signature Requirements** - The attached Proposer’s Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Bank which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer’s Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

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

- 6.3 **TAB A: Bank’s Qualifications** – Describe your bank and provide a statement of your bank's qualifications for offering the requested program. Include a geographical map of all branch locations and the bank’s headquarters, as well as the bank’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years. Include a history of the bank’s support of locally based charities and non-profits.
- 6.4 **TAB B: Experience and References** – Provide a summary of your bank’s experience in providing similar programs or services. Provide a minimum of three (3) references for programs or services similar in nature and scope that your bank’s team members have completed in the last five (5) years. Include brief descriptions of the programs, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated program manager/lead assigned to this program, including length of service with the bank. A program team organizational diagram and brief resume of each team member and the designated program manager/lead for each applicable category shall be included. The geographic location of the bank and key personnel shall also be identified. Full resumes may be included in the appendix.
- 6.6 **TAB D: Program Understanding** – Based on the available information, supplemental research, field observations, and experience with similar programs, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this program. Also identify any unique approaches or strengths that your bank may have related to this program. City staff will assess your understanding of all aspects of the program based on the overview.
- 6.7 **TAB E: Program Plan** – Provide a detailed discussion of your bank’s approach to the successful implementation of this program. Include thorough discussions of methodologies you believe are essential to accomplishing this program. 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.

- 6.8 **TAB F: Funds Deposit Proposal** – Provide a proposed minimum/maximum dollar amount of city funds to be deposited for all products and services to be delivered. Specify the estimated rate of return on the City’s deposit in relation to the ongoing LAIF rate of return. The proposal must include the proposed type of bank deposit account where the City funds will be held.
- 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 documents with proposal:
- Executed copy of Proposer’s Certification **(Attachment A)**
- 6.10 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the scope of services or other requirements of this RFP. 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 bank.
- 6.11 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Bank(s) 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, judgments, lawsuits, arbitrations, mediations, and any similar actions filed or resolved in the past seven (7) years.

7.0 SUBMITTAL INSTRUCTIONS

- 7.1 Your submittal package shall include the following:
- **One (1) original and four (4) printed copies** of your proposal; and
 - **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media
- 7.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label to the outside of the envelope containing your proposal.**
- 7.3 Proposals shall be submitted ONLY to:
- City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
- 7.4 Faxed and/or emailed proposals will not be accepted.

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

8.0 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of bank and proposed staff (per Sections 6.3 - 6.5, 6.11)	10
B. Understanding of the Program – Proposed Program Plan (per Section 6.6 – 6.7)	25
C. Proposed Funds Deposit Plan and Rate of Return to City (per Section 6.8)	30
D. Program’s Benefits to Local Economy (per Section 4.0, 6.3)	35
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 averaged 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. Banks that have submitted the best and most complete proposals may be invited to an interview. The number of Banks 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 Bank might propose.
- 9.5 A contract will be negotiated with the Bank or Banks considered best meeting the City's need for this program. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Bank considered next best in meeting the City's needs for this particular program.
- 9.6 The selected Bank will be required to execute a contract which will require City Council approval. The contract will further refine the scope of the program. The selected Bank is required to draft a contract for the City's review.
- 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 Bank(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 contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Contract.** Upon completion of the evaluation and recommendation for award, the selected Bank will be required to execute an agreement negotiated by the parties and approved by the Roseville City Council.
- 10.2 **Independent Contractor.** At all times the Bank shall represent itself to be an independent contractor offering such services to the general public and shall not represent itself, or its employees, to be an employee of the City. Therefore, the Bank shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Bank 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. Banks 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 Bank or the Bank'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 Bank has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

- 10.5 **Undue Influence.** The Bank 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 Bank, or from any officer, employee or agent of the Bank, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.6 **Non-Collusion.** Banks 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 program 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 banks who have partnered with others to submit a joint or cooperative proposal.
- 10.7 **Indemnification & Insurance Requirements.** The City's indemnification and insurance requirements will be outlined in the negotiated contract. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Bank 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 Bank's proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Bank in preparing or submitting a proposal in response to this RFP.
- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 10.11 **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 Chief Financial Officer, 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 Finance Director 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.

10.12 **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 Bank in response to any RFP. This RFP does not constitute any form of offer to contract.

10.13 **Multiple Award.** The City reserves the right to award a contract to multiple banks and have multiple programs.

10.14 **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.

- 10.15 **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.
- 10.16 **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.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members.** The City reserves the right to reject individual team members and request substitution prior to contract award.
- 10.19 **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.
- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.
- Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Bank prior to the expiration of that ninety (90) day period.
- 10.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.22 **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. Copies of such amendments shall be furnished to all prospective proposers. If revisions and amendments require changes to the scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.23 **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 Bank 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.

- 10.24 **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.
- 10.25 **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.
- 10.26 **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. 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.
- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that those the City contracts with 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 Bank sign a statement affirming its compliance with this policy.
- 10.28 **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 Bank 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.
- 10.29 **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 Bank 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 services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the bank as its authorized agent and that the bank 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, bank, or corporation submitting a proposal for the same service (unless submitting a joint proposal); 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

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.**