



**RFP FOR
CITY OF ROSEVILLE STORM WATER
INCIDENT RESPONSE CLEAN UP
SERVICES**

CITY OF ROSEVILLE
ENVIRONMENTAL UTILITIES DEPARTMENT
ENGINEERING DIVISION
NOVEMBER 13, 2009

I - INTRODUCTION

The City of Roseville (City) is seeking bids from qualified contractors to assist staff in the remediation of illicit discharges to the City's stormwater conveyance system on an as-needed basis. These discharges may be classified as either hazardous or non-hazardous. The City's stormwater conveyance system includes streets, their gutters, the drain inlets and conveyance piping, outfalls, grassy swales and drainage channels and the local creeks. The successful bidder(s) will be required to provide equipment to clean up the discharge and transport the waste to a properly permitted facility for disposal.

II - BACKGROUND

Under the state National Pollutant Discharge Elimination System (NPDES), the City is required to develop a comprehensive program to eliminate non-stormwater discharges from its stormwater conveyance system to the waters of the United States. The City was granted permit coverage on July 2004 as a Phase II community under the provisions of the State General Permit for Municipal Separate Storm Sewer Systems. These regulations require the City to reduce the discharge of pollutants from the conveyance system to the "maximum extent practicable".

In compliance with these State mandates, the City adopted stormwater ordinance in 2007. The ordinance, Roseville Municipal Code Chapter 14.20 URBAN STORMWATER QUALITY MANAGEMENT AND DISCHARGE CONTROL, defines the types of discharges that may flow into the City's stormwater conveyance system. The City's Stormwater Management Program (SMP) along with the Public Works and Fire Departments responds to reports of illicit discharges to the conveyance system. SMP oversees the clean-up of these spills. From time to time, the City may require the assistance of a private contractor to remediate spills and discharges to the stormwater conveyance system.

III - SCOPE OF WORK

The contractor selected for this project will be required to provide equipment, materials, and labor listed below.

1. Provide equipment to collect and consolidate both liquid and solid waste materials discharged to the Stormwater conveyance system. The successful bidder will have the following equipment on-hand to respond to a request for service from City staff: vacuum excavation technologies such as a vactor, mechanical street sweepers, adsorbent, hand-operated brooms and shovels.
2. Provide tools and equipment to access the City's Stormwater conveyance system as needed.
3. Maintain a maximum response time of two hours from the time City staff notifies the company of a spill to arrival on the incident site.
4. Maintain a perpetual Encroachment Permit with the City's Public Works Department for access to City's stormwater conveyance system.
5. Maintain the minimum insurance requirement as listed in Attachment 1.
6. Provide equipment and staff to provide traffic control in accordance with the 2006 Manual on Uniform Traffic Control Devices at an incident site as necessary.

- 7 Upon request of City staff, provide a representative sample of the discharge as needed to determine disposal options.
- 8 Transport the collected material to a properly permitted disposal facility.

Additional resources deemed necessary by the consulting firm to complete this work should also be listed in the bid and shall be clearly identified as additional items.

The total annual value of the service agreement is estimated to not exceed \$20,000.00. The City cannot guarantee whatsoever the actual value of the contract, since City staff cannot predict the quantity or size of possible spill clean-up events from one year to the next.

Proposal Format

1.1 Vendor Required Information

- **Cover Letter** – The proposal must include an introductory letter attesting to the accuracy of the proposal, signed by an individual authorized to execute binding legal documents on behalf of the vendor. The letter should present the vendor's understanding of the equipment and services requested in the RFP, a summary of the approach to be taken in performing the services, highlights of the vendor's expertise and history, as well as any previous work with the City of Roseville.
- **Contact Person** – Provide a contact person for the RFP process, including name, title, mailing address, telephone number, fax number and e-mail address.
- **General Information** – List the vendor name, address, fax number, phone number, e-mail and the name and title of the authorized negotiator.
- **Company Description**, including the following:
 - Brief Company History
 - List the address and telephone number of every officer that will be serving this account.
 - List the name and address of any subcontractors that will be utilized on this account and state which services they will provide.
- **References** – The proposal must include a minimum of three accounts that are of a similar size and scope to the City of Roseville. The list

must include each reference's name, address, contact person, length of the relationship and a description of the services provided.

- **Contract Consideration / Litigation Warranty** – The City of Roseville will negotiate a contract with the successful vendor. The vendor, by proposing, warrants that it is not currently involved in litigation or arbitration concerning the materials or vendor's performance in supplying the same or similar services, unless such fact is disclosed in the proposal. Disclosure will not automatically disqualify the vendor. The City of Roseville reserves the right to evaluate the proposal with consideration for any litigation or arbitration by the vendor.
- **Subcontractors** – If subcontractors will be used to administer any portion of the services, then identify the name and address of the subcontractor, as well as the services they will provide
- **Cost Proposal(s)** - Delineate all the costs both hourly and stand-by for the staff and resources listed above. The cost breakdown should be in a clear format that specifies the hourly rate for each job title, response equipment and clean-up materials. Specify any call-out minimums in terms of both hours and total cost. Prior to submitting a bid for the remediation of hazardous waste, contractor shall coordinate with City Fire Department to determine clean up objectives and/or the need for final sampling analysis.

Additional Information

To assist respondents in their bids, the following information is available for review at the Environmental Utilities Department office located at 2005 Hilltop Circle in Roseville:

- Roseville Municipal Code
Chapter 14 20 Urban Stormwater Management and Discharge Control
(also available on the City's web site at www.roseville.ca.us)
- Storm water infrastructure maps
- 2006 Manual on Uniform Traffic Control Devices

Questions regarding this project must be received in writing prior to Monday, November 24th (fax and e-mail are acceptable). Efforts will be taken to share questions and responses to all interested firms. Please send inquiries to:

City of Roseville
Environmental Utilities Department
2005 Hilltop Circle
Roseville, CA 95747
Attn.: Delyn Ellison-Lloyd,
Senior Civil Engineer
FAX: 916-746-1750
E-Mail: dellison-lloyd@roseville.ca.us

VI - SELECTION OF CONSULTANT

The bids will be rated on:

- ◆ Cost of response staff, equipment and materials.
- ◆ Anticipated incident response times.
- ◆ Available resources.
- ◆ Experience and qualifications of the contractor and its representatives.
- ◆ Information obtained from references.

The two firms submitting the most highly rated bids will be selected to enter in to a service agreement with the City for services on an as-needed basis. City staff will enter into a service agreement with both firms to insure response availability. In the event there are no successful bidders, staff reserves the right to re-issue this bid request and enter into negotiations with other firms.

VII - SUBMITTAL OF PROPOSALS

Please submit your written bids to (one original proposal and two copies of the proposal are required):

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

Re: Request for Proposal for Incident Response Contractor for Stormwater Discharges

The bidder is also directed to place the bid in the enclosed pre-labeled envelope, without alteration, so that the label is visible when delivered to the City.

The deadline for submittal is 4:00 PM on Friday, December 4, 2009.

Late submissions will not be accepted.

The City is not responsible for misdelivered bids, and the bidder is strictly liable for its chosen method of delivery. It is the bidder's sole responsibility to make sure that its bid arrives at the proper location. Any bid which does not actually arrive in the City Clerk's

Office by the date and time indicated above will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

VIII - PROPOSAL TERMS AND CONDITIONS

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

VIII - GENERAL INFORMATION

The vendor who is chosen will be awarded a service agreement (see sample) for a period of one year and must comply with all terms and conditions located on the backside of that document. Alterations to the terms and conditions of that agreement will not be allowed. Pricing shall not vary through the term of that agreement.

The City reserves the option to renew the service agreement for an additional four (4) years, one year at a time, based on performance, pricing and approval of funds by the City Council for a total of five years. The vendor must quote the costs of the services to be provided at the time of this RFP solicitation for each of the successive five years individually. Alterations to the terms and conditions of each of the successive agreements will not be allowed.

The vendor who is chosen to perform the work must provide the City of Roseville, and keep in full force and effect during the term of this contract, insurance certificates issued by an insurance company authorized to do business in California.

ATTACHMENT A

STANDARD INSURANCE REQUIREMENTS

The consultant shall provide at its' own expense and maintain at all times the following insurance with insurance companies licensed in the State of California:

COVERAGE	LIMITS OF LIABILITY
General Liability Coverage must include the City of Roseville, its officers, agents and employees as named additional insureds on an endorsement issued to the City. Coverage must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.	Bodily Injury: • \$1,000,000 each occurrence • \$2,000,000 aggregate Property Damage: • \$1,000,000 each occurrence Personal Injury: • \$1,000,000 each occurrence • \$2,000,000 aggregate
Automobile Liability with: • Comprehensive • Owned • Hired • Non-owned Coverage must be primary insurance as to the City of Roseville. Companies issuing such policies shall be liable up to the total amount of liability without right of contribution from the City of Roseville or its insurers.	Bodily Injury: • \$300,000 each occurrence • \$500,000 aggregate Property Damage: • \$150,000 each occurrence
Workers' Compensation All States The Workers Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officer, agents and employees.	Statutory
Professional Liability (Errors and Omissions)	\$1,000,000 each occurrence

The consultant shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney prior to submitting an agreement to Council for approval. Said certificate shall provide at least thirty (30) days written notice to the City prior to cancellation or modification of any insurance required for this project. Any insurance written on a claims made basis is subject to approval of the City Attorney. Insurance coverage in the minimum amounts set forth shall not be construed to relieve the consultant of liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under any other provisions of the law.



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No:

SERVICE LOCATION:

REQ. NO.: _____ DATE: _____

SUBMIT ALL INVOICES TO:

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

Contractor No.:
Telephone No.:

Fax:

Department:

Contractor:

Acct. Code:

Buyer:
Phone:

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

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

SAMPLE

NOTE: Prevailing wage laws and fair employment practices apply to this agreement. Certified payroll documents must be submitted with your invoice(s) to the City's Accounts Payable office (see item 8 on the reverse side of this page).

Contractor License No.: _____

Total Cost of Service:

Business License No.: _____

\$ _____

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

The Contractor named hereon by the acceptance of this order agrees to the provisions on the reverse side.

CONTRACTOR:

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

By: _____

Title: _____

Michael T. Shellito
Acting City Manager

By: _____

Title: _____

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

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

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

- 9b. All insurance coverages of Contractor are primary insurance as to City. City shall not be required to contribute to any loss through its insurance policies and/or self-insured programs.
- 9c. The limits of insurance coverages specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
- 9d. A certificate of insurance, in a form approved by the Risk Management Division, shall be provided by Contractor prior to the execution of this agreement. The certificate shall provide at least 30 days prior written notice to City of any material change or cancellation. The certificate shall include an endorsement naming the City of Roseville, its officers, agents, employees and volunteers as an Additional Insured for on-going and completed operations.
- 9e. The Workers' Compensation policy shall contain the insurer's waiver of subrogation in favor of the City, its officers, agents and employees.
10. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
11. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.

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

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

RE: Request for Proposal for Incident Response
Contractor for Stormwater Discharges