



REQUEST FOR PROPOSAL
[Project Title,
RFP No. [Dept] 2016-xx]

Proposals Due: [Date]

RFP Administrator: [Staffer, Title]
T: 760.346.2489 F: 760.346.0407
[\[email address\]](#)

Proposals Issued: [Date]

Interested parties may obtain a copy of this RFP on the City of Indian Wells website:
http://cityofindianwells.org/cityhall/notices_n_bids.asp

INTRODUCTION and INSTRUCTIONS

Dear Proposers:

The City of Indian Wells (hereinafter referred to as the “City”) is soliciting proposals from qualified firms with experience in providing **[description]** services on an annual basis. The term the contract is expected to be [length] years, from the date of award through [end date], subject to annual funding appropriations and program approvals by the City Council.

The proposals will be reviewed and ranked according, but are not limited to, understanding and knowledge of the requirements as set forth in this RFP, reliability, cost, references of comparable services, resumes/references of personnel assigned, and if any, distinguishing features, skills and/or services proposed.

For the purposes of this RFP, the words “Proposer”, “Bidder”, “Contractor”, and “Vendor” shall be used interchangeably and read to be the same. Failure to submit all the mandatory components of this RFP may result in the determination that the Proposal is not eligible for further consideration. As such, each Proposer is directed to carefully review the proposed Agreement (Attachment X) and, in particular, the insurance and indemnification provisions therein.

Description of Services

The City is seeking [description]

RFP Schedule

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE SCHEDULE	
RFP Published:	[date]
Questions from Proposers Due:	
Questions and Answers Posted:	
Proposals Due:	
Review of Proposals:	
Anticipated Contract Award:	



Submittal Information

Proposals are due on [DATE] at [TIME]. It is the sole responsibility of the Proposer to ensure that their Proposal is submitted to the City of Indian Wells [Dept] before the stated deadline. The City shall not be held liable for complications arising due to connectivity or network issues.

RFP Administrator: [Staffer, Title]
44-950 Eldorado Drive
Indian Wells, CA 92210
T: 760/346-2489
Email: [staff email]

Questions, Answers and Addenda to RFP

Prior to the RFP submission deadline, questions may arise regarding the specifications and procedural or administrative matters. All questions pertaining to this RFP shall be submitted by **[Date]** to the RFP Administrator. The RFP Administrator will provide formal answers to all questions. Changes to the RFP itself shall only be made by the City via formal written addenda. All addenda shall become a part of the RFP document requiring acknowledgment by the Proposer.

It is the sole responsibility of the Proposer to ensure that they have received the entire Request for Proposal, including any and all questions, answers, and addenda by visiting the City of Indian Wells website.

Permits and Licenses

The successful Proposer and all employees or agents shall secure and maintain in force such licenses and permits, as are required by law, including a City of Indian Wells business license.

Fees for Services

All fees for services are to remain firm for the [length] year period. Cost Proposals must indicate the annual fixed fee for each of the [length] years. Increases in fees, if any are proposed, after the initial [length] year term must be clearly stipulated on the Cost Proposal page submitted with the proposal.

Execution of the Contract

The Professional Services Agreement, in the form set forth in Attachment X attached hereto, shall be executed by the successful Proposer, returned to the City for execution, and shall be accompanied by evidence of insurance as required, all within [length] days after the Proposer has received notice of award of contract. No proposal shall be considered binding upon the City until such time as it has been executed by the City. The failure of the successful Proposer to execute the contract and to submit evidence of insurance as, and within the time, required shall be cause for the annulment of the award.



Certification of Non-Collusion

The attached certificate of Non-Collusion must be completed and returned with the proposal. Failure to return this document may disqualify your proposal.

Indemnification

At its expense, the Proposer agrees to indemnify, defend and hold harmless the City, and its elected officials, officers, agents, employees, and representatives harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Agreement, or are caused or claimed to be caused by the negligent acts or willful misconduct of the Contractor, its sub-contractors, suppliers, officers, officials, employees, volunteers or agents, and all expenses of investigating and defending against the same, provided, however, that his indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, volunteers, and agents.

Insurance

Specific insurance requirements are noted in Attachment X, and evidence of the insurance coverages will need to be in place before starting work. The City will require certificates of insurance and additional insured endorsements when the successful Proposer submits a signed contract to the City. Proof of insurance is not necessary to submit a Proposal, but the Proposer must be prepared to meet all City insurance requirements, if the Proposer is awarded the contract.

It is highly recommended the Proposer confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsement as prescribed in Attachment X. At a minimum, the successful Proposer will be required to maintain the following coverage within the specified limits:

Type of Insurance	Amount
General Liability	\$1 million per occurrence
	\$2 million general aggregate
Errors and Omissions	\$1 million per claim
Automotive Comprehensive	\$1 million each accident
Worker's Compensation	Statutory Limits



Withdrawal of Proposal

A proposal may be withdrawn by a Proposer prior to, but not after, the date and hour fixed for the opening of the proposals, as specified in the Notice Inviting Proposals, provided that a written request is received by the RFP Administrative prior to such time and date. [Woodland]

Identifying Proprietary Information; Public Records Act

A Proposer must identify and list all copyrighted material, trade secrets, or other proprietary information ("protectable documents") that the Proposer included in its Proposal which the Proposer believes should be exempt from disclosure under California's Public Records Act, Government Code Section 6250, et seq.

By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and representatives from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City's refusal to disclose the protectable documents to any party making a request for those items.

The City will treat any Proposer, who fails to identify documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides. [Glendale]

Cost for Preparing Proposal

Costs for developing the proposal in response to this RFP are the sole responsibility and obligation of the Proposer and shall not be chargeable in any manner to the City.

Conflict of Interest

All Proposers responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in the procurement. An organizational conflict of interest means that due to other activities, relationships, or contracts, a Proposer is unable, or potentially unable, to render impartial assistance or advice to the City; a Proposer's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or a Proposer has an unfair competitive advantage.

Termination

The City may terminate the contract and be relieved of any consideration to the successful Proposer should Proposer fail to perform in the manner required. Furthermore, the City may terminate this contract for any reason without penalty upon giving [length] days written notice to the successful Proposer. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.



SCOPE of SERVICES

[Specific to each project]

Draft



PROPOSAL GUIDELINES

Proposals should be prepared simply and economically, providing a straightforward and concise explanation of the capabilities of the Proposer to satisfy the requirements of this RFP. Emphasis in the submission of the Proposals should be placed on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Technical literature, including samples of similar work performed and other elements of services providers' support may be included as an optional attachment.

Contents of the Proposal

Vendor Information Form and Cover Letter

Complete the Vendor Information Form and attach it to the cover letter. The cover letter should summarize key elements of the Proposal. An individual authorized to bind the Proposer must sign the letter. The letter must stipulate the proposal price will be valid for [length] days. Indicate the address and contact information of the office from which the Project will be managed.

Firm Experience

Provide a summary of projects that are similar in scope (limit to the three most applicable) to the type of services noted herein. The summary should include client name, description, project team, date completed, and total project cost. Experience should be directly related to [project type].

Project Team

Provide the names and qualifications of the key individuals who will be responsible for delivering these services, their respective roles, and the organizational structure of the team. Technical support staff should be included if they will perform a significant role in the preparation of the work products. If the firm has multiple offices, the office of record for each team member shall be listed as well as the primary office location where the work is to be performed. Please include the percent of time to be spent on the project by each key individual.

After the contract is signed, the successful Proposer may not replace key staff unless their employment is terminated or agreed to by the City. The City must approve replacement staff before a substitute person can be assigned to provide the services. The City reserves the right to request the successful Proposer replace a staff member assigned to the project should the City consider such a replacement to be in the best interest of the City.



Project Approach

Provide a summary of the firm's proposed approach to the project. Approaches should stress efficiency and innovative ways to achieve the scope of work in a cost-effective, timely manner. Provide a statement of time commitment by the firm to this project, justifying the firm's ability to complete the project on time and within budget. Include what metrics will be used to gauge the project's success.

Cost Proposal

Provide the total direct and indirect costs to complete all tasks identifies in the Scope of Work, or as modified by a proposed alternate approach. The Cost Proposal should also detail all individual key staff members, and their hourly billable rate. Include a list of any sub-consultants proposed for the project, the scope work and cost for each sub-consultant, and the approximate percentage of the work (as a percentage of the total project) to be performed by each sub-consultant.

Disclosure

Please disclose any and all past or current business and personal relationships with any current City of Indian Wells elected officials, appointed officials, City employees, or family members of any current City elected official, appointed official, or City employee. Any past or current business relationship may not necessarily disqualify the firm from consideration.

Sample Agreement

The firm selected by the City will be required to execute a Professional Services Agreement ("Agreement") with the City. The form of the Agreement is enclosed as an attachment, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions of the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Propose will be deemed to have accepted the form of Agreement.

Conditions for Proposal Acceptance

This RFP does not commit the City to award a contract or to pay any costs incurred for any services, including cost of responding to this RFP. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source/s, or to cancel this FRP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Indian Wells. If any proprietary information is contained in the proposal, it should be clearly identified.



EVALUATION and AWARD

All proposals received on time will be opened on [Date]. Proposals will first be reviewed to ensure compliance with the terms of this RFP. Non-compliant or non-responsive proposals will be rejected. The City will then evaluate and rank the proposals in accordance with the criteria set forth below.

Evaluation Criteria

Evaluation of a proposal will be based on a competitive selection process. Firms' qualifications, experience, approach, services, references, and the proposed fee will be considered in the selection process. The City reserves the right to award the contract not necessarily to a Proposer with the lowest cost proposal, but to a Proposer who will provide the best overall match to the RFP requirements and who will best serve the City's interests. Proposals received by City will be reviewed, evaluated, and ranked based upon the following criteria:

The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Cost Proposal: Reasonableness of the fixed prices and competitiveness of quoted prices with other proposals received, adequacy of the data in support of figures quoted, basis on which prices are quoted.	20%
Qualifications of Firm and Key Personnel: The ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude, particularly for government agencies, schedule and capacity of the firm to provide highly qualified personnel, and references.	25%
Project Approach and Scope of Services: Understanding of the RFP and of the projects scope of services, ability to deploy services as specified in the Scope of Services, and knowledge of applicable laws and regulations related to the scope of services.	30%



Extra: Innovative and/or creative approaches that provide additional efficiencies or increased performance capabilities	5%
Firm's Ability to Complete Project Requirements: Depth of Proposer's understanding of, and ability to manage, City's requirements, ability to meet project deadlines, utility of suggested enhancement or technical innovations.	20%

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

Selection Process

Selection will be based upon the Proposer's current ability to provide the highest level of quality services that meets the requirements and goals of this RFP, the needs of the City, and provides the best value to the City. [Carlsbad] The City shall employ a two-step process to select a Contractor for this Project, with an option for a third step, if necessary.

Responsive Screening

Proposals will be first screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarification or additional information from any or all Proposers regarding their proposals. The City may reject a proposal in which a proposer's approach, qualifications, or price is not considered acceptable by the City.

Proposal Review

City staff will review and score all responsive written proposals based upon the Evaluation Criteria in this RFP. Each criterion shall be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. The City may also contact Proposer's references.

The City may conclude the evaluation process at this point and recommend award to the best qualified proposer. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

The City reserves the right to initiate a third step which shall involve an interview of Firms that receive the highest evaluation scores. Firms invited to this third step shall have their interviews evaluated and scored, with the average interview score combined with the scores from the previous two steps, resulting in a new aggregate score.



ATTACHMENTS

RRP SUBMITTAL CHECKLIST

1. Submittal checklist
2. Vendor Information Form
3. Non-Collusion Affidavit
4. Proposal
5. Acknowledge insurance requirements

Bidder acknowledges the review of, and agreement to comply with the City's insurance requirements.

Authorized Signature

6. Acknowledge Workers' Compensation insurance requirements

Bidder acknowledges the review of, and agreement to comply with the statutory Workers' Compensation insurance requirements.

Authorized Signature

7. Acknowledge City business license requirement

Bidder agrees to comply with the City's business license requirement.

Authorized Signature



VENDOR INFORMATION FORM

Legal Contractual Name

Mailing Address

Contact person & title

E-mail address

Phone

Your firm is: (check one)

☐ Corporation

☐ Limited Liability Partnership

☐ Partnership

☐ Sole Proprietorship

☐ Individual

☐ Joint Venture

If corporation, incorporated under laws of the State of

Names of Individuals with Authorization to sign contracts
(Corporations and Partnership require at least two signatures)

Federal Tax Identification Number

City of Indian Wells business license number

Expiration date

(Indian Wells business license will be required of the successful Proposer)



NON-COLLUSION AFFIDAVIT

[Project title, RFP No. [Dept] 2016-xx

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF INDIAN WELLS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the PROPOSER declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any PROPOSER or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the PROPOSER or any PROPOSER, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other PROPOSER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the PROPOSER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

SIGNATURE TO BE NOTIZED

Company Name

Signature

Date

The above Non-collusion Affidavit is part of this Proposal. PROPOSERS are cautioned that making a false affidavit may subject the certifier to criminal prosecution.



Professional Services Agreement

Draft

