

# CITY OF STOCKTON



## REQUEST FOR PROPOSALS (RFP) PUR 24-005 IT STRATEGIC PLANNING SERVICES

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,  
DECEMBER 14, 2023

**DELIVERED VIA E-MAIL ONLY TO: [CITY.CLERK@STOCKTONCA.GOV](mailto:CITY.CLERK@STOCKTONCA.GOV)**

**REQUEST FOR PROPOSALS (RFP)**  
**IT STRATEGIC PLANNING SERVICES**

*\*Dates and Times are Subject to Change\**

<b>RFP INFORMATION</b>	
<b>PUR-24-005</b>	
Contact	Josh Mireles
Email Address	<a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a>
Pre-Submittal Meeting	Not applicable
MANDATORY/OPTIONAL Site Tour	Not applicable
RFP Submittal Electronic Mail	Office of the City Clerk <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
Due Date for Questions and Clarifications	November 9, 2023, 5:00 p.m., PST
Due Date for Response to Questions/Clarifications	November 30, 2023, 5:00 p.m., PST
, RFP Submittal Due Date & Time	December 14, 2023, 2:00 p.m., PST Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Short-List Interviews (if applicable)	TBD
Notice of Intent to Award	January 11, 2024
Date of Contract Execution	TBD

## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, December 14, 2023, at 2:00 pm (local time)** by the City of Stockton, California for IT STRATEGIC PLANNING SERVICES – PUR 24-005 in strict accordance with the specifications.

The City of Stockton Information Technology (IT) Department invites qualified Consultants to submit a proposal by the specified deadline, to provide IT Strategic Planning Services to develop a three-year IT strategic plan. This plan will include, but is not limited to, a gap analysis with a focus on investment priorities and recommendations. Respondents to this Request for Proposals (RFP) must have proven expertise and extensive experience in the assessment of IT solutions and systems and a successful track record of creating and implementing IT strategic plans for municipalities and similar governmental agencies, including experience with public safety systems and related infrastructure, enterprise resource planning and cloud services.

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be mailed or delivered to the address below at or before the hour stated. Each Proponent must be licensed in accordance with applicable California State Law.

**Proposal forms and specifications are available on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid).** Proposals must be electronically delivered to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud.

The City reserves the right to reject any/or all proposals received and re-advertise.

For questions about this project, please contact Josh Mireles at [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov) or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

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## 1.0 BACKGROUND/SUMMARY

The City of Stockton (“City”) is a rapidly growing and vibrant city of over 320,000 residents located in San Joaquin County, California. The City’s FY 2023-24 operating budget is currently \$912 million, and the City employs approximately 1,800 individuals in classified positions. The City is a “full service” municipality, offering administration services, municipal services including sanitation, water and sewer utility, parks and recreation, library services, community development planning, permitting and code enforcement, and public safety.

The IT Department comprises five IT core-service divisions (Support Desk, Data Center and Cybersecurity, Enterprise Applications, Enterprise Portfolio Management Office, and IT Finance and Administration Office) with 42 permanent staff positions and a provisional Enterprise Resource Planning Division with 10 temporary staff positions. The IT Department is responsible for providing the following services:

- leadership and vision for integrating City Council, City Manager, and departmental goals into a citywide information technology strategy;
- flexible, cost-effective enterprise business solutions;
- reliable and secure data center services and support for citywide technology systems;
- network design and support, including network monitoring and security;
- support for internet and intranet services and desktop support services;
- protection of the confidentiality of the City’s data, preserving the integrity of the City’s data, and ensuring the availability of the City’s data for authorized use;
- support for citywide telecommunications; and
- partnering with departments to develop technology solutions and provide project management services.

IT maintains and supports:

- 4,800 end user devices including desktops, laptops, tablets, mobile phones, and desktop phones
- 2,100 network devices
- 850 help desk tickets (Avg/month)
- 260 applications on the internal network and in the cloud

IT objectives tie to the City’s One Page Strategic Plan® (OGSP®) for FY 2023-24, which reflects the City Council’s priority goals and strategic targets with a focus on providing technical solutions, support to improve public safety services and response times, implementing solutions that provide fiscal sustainability and transparency to the community, and providing the foundation for economic growth. Technology continually evolves and plays a critical role in support of the City Council priority goals and the City’s ability to deliver on those goals. An IT strategy and gap analysis will provide continued alignment with City resources, business needs, and the continued growth and enhancement of municipal services. A plan based on standards, consistency, and compatibility will make the most cost-effective use of technology.

The RFP aims to select a vendor based on the best value for the performance of the services as outlined in the provided scope of work. There is no expressed or implied obligation for the City of Stockton to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

## 2.0 SCOPE OF SERVICES

### 2.1. SCOPE OF WORK

Contract negotiations will determine the specific scope of services; however, in general, the City is seeking the following:

- a) A comprehensive assessment of the current state of the City's technology environment. This assessment is to include, but is not limited to, existing infrastructure, current software licenses and subscriptions distinguishing between enterprise software and department business applications, current architecture, staffing levels, knowledge, and educational challenges.
- b) An analysis of the City's current technology environment.
- c) Assess organizational IT needs by meeting with representatives from each department and the operational areas that IT supports. Identify specific Artificial Intelligence (AI) and Smart Cities initiatives by department that would greatly enhance service delivery.
- d) Use IT industry standards to perform risk assessment and gap analysis on the effectiveness of current IT organizational structure, technical infrastructure, security, and support to meet the needs of current and future City initiatives. Identify potential risk vulnerabilities and recommend mitigation strategies.
- e) Identify and assess any deficiencies or gaps in technology infrastructure equipment and software, security, networks, or enterprise business systems.
- f) Perform a gap analysis to include priorities and recommendations in a comprehensive report on the recommended state. The primary focus is for the next 3 years. Include recommendations for the high priority AI and Smart Cities initiatives by department that would have the greatest benefit in terms of return on investment and overall service delivery to citizens.
- g) Include estimated budget requirements for each recommended action.

### 2.2. PROPOSED SCHEDULE & PRICING

Proposals shall include fixed pricing per milestone/deliverable with total cost allocations as defined in the table below. Rates by resource type and by hour shall be submitted in a separate tabular summary for any out-of-scope and ad-hoc work. Proponents MUST use ATTACHMENT F – FEE SCHEDULE to list cost.

<b>Deliverables</b>	<b>Deadline (from contract start date)</b>	<b>Pricing (fixed-price by deliverable)</b>
Project Plan & Schedule	0.5 month(Negotiable)	25%
Gap Analysis Report	3 months(Negotiable)	15%
IT Strategy Plan	4 months(Negotiable)	15%
Executive Summary & PowerPoint Presentation to City Management)	5 months(Negotiable)	15%
Presentation to City Council	7 months (Negotiable)	30%

### 2.3. DELIVERABLES

The City shall receive the following project deliverables:

- 1) A project plan and schedule to include meeting cadence for department stakeholders and IT Leadership updates and reviews.
- 2) Gap Analysis comprehensive report to include *As-Is* and *To-Be* states, gaps, priorities, and recommendations with a primary focus on goals over the next 3 years.
- 3) A high-level IT Strategy plan that sets the long-term direction and describes what the City's IT Department will do to fulfill its mission successfully.
- 4) An Executive Summary of how the IT Strategy supports the objectives and goals of the City, a high-level summary of key initiatives, time scales and investment portfolio.
- 5) Create PowerPoint presentations and present to city management and the City Council. A minimum of two in-person presentations are required. All presentation materials to be delivered by the Contractor must be receive approval by the City prior to scheduled presentations.

### 2.4. DELIVERABLES APPROVAL CRITERIA

- a) All deliverables must be verified, quality-checked, and error-free before the contractor submits them for city review.
- b) All deliverables submitted by the Contractor must be accepted or rejected by the City.
- c) All deliverables submitted to the City must have, at a minimum, a cover letter outlining contents for delivery and a copy of the deliverables in electronic form unless directed otherwise by the City Project Manager.
- d) Each deliverable prepared by the Contractor will be subject to the City's review and written approval. The City will approve each deliverable when the City determines that the deliverable is satisfactory based on the scope and requirements and meets the approval criteria.
- e) The City shall have ten (10) City business working days to review each deliverable after the receipt date. Additional review time may be required at the discretion of the Project Manager. If the deliverable is determined to be in need of modification, the Project Manager will send written notification to the Contractor outlining the issues. The Contractor must make the corrections within five (5) business days and return the deliverable to the Project Manager for final review. At this time, the City has five (5) business days to review. Reviews of resubmitted deliverables will focus on the



revision, plus related regression content, and be performed by equivalent City staff. This five-day cycle will continue until the City accepts the deliverable. Upon approval, an acceptance letter, signed by City, will be submitted to the Contractor.

#### 2.5. SERVICES TO BE PROVIDED BY THE CITY

- a) The City will provide the current One Page Strategic Plan® (OGSP®) which outlines the five strategies that define how the City's Vision, Objective, and Council Priority Goals will be accomplished.
- b) The City will provide last Council approved Citywide Technology Strategic Plan.
- c) The City will provide relevant IT governance policies.
- d) The City will provide a copy of the FY 2023-24 Annual Budget.
- e) The City will provide introductions and point-of-contact information for department stakeholders.

#### 2.6. MINIMUM QUALIFICATIONS

Respondents to this Request for Proposals (RFP) must meet the following minimum qualifications:

- a) Proven expertise and extensive experience in the assessment of IT solutions and systems.
- b) Successful track record of creating and implementing IT strategic plans for municipalities and similar governmental agencies, including experience with public safety systems and related infrastructure, enterprise resource planning and cloud services.
- c) Resumes of the proposed key personnel must demonstrate a minimum of 5 years' experience developing IT Strategic Plans.
- d) Proposed project resources will remain engaged for the entire duration of this engagement and any procedure initiated for staffing changes shall require the City's approval.
- e) Contractor must be 100% independent, defined as receiving no fees or commissions from any manufacturer, vendor or organization that could potentially be considered for the City as a qualified provider of hardware or Software.

### 3.0 PROJECT SCHEDULE OF EVENTS

The dates indicated on page *i* of this RFP are the anticipated milestones for this project. All dates are subject to change.

### 4.0 SUBMITTAL REQUIREMENTS

#### 4.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualifications to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references, and thoroughness of the Proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) electronic version of the proposal to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proposal fee shall be submitted as a separate electronic file from the submitted proposal. Use ATTACHMENT F to submit the proposal cost.
- E. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the Proposal, but may appear only in an "Additional Data" section. This has specific reference to the following types of data: Generalized narrative of supplementary information; and Supplementary graphic material.
- F. All proposals must be signed with the full name of the Proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- G. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.
- H. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

#### 4.2 COVER LETTER

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

- A. The names of the key members of the Proponent team;
- B. The mailing address, telephone number, and the name of the main point of contact for the Proponent team;
- C. A summary of the consultant's experience and qualifications as it relates to the Scope of Work of this solicitation and the significant advantages to selecting the Proponent;
- D. Commit that the proposal and Fee/Cost Schedule shall be valid for 120 days.
- E. An acknowledgment of receiving any addendum(s) to the solicitation document.

#### 4.3 REFERENCES

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance. Proponents must use Attachment E – References.

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant team worked on together:

- A. Name of the Project/Study
- B. Location of the Project
- C. Name, title, and contact information for the client.
- D. Project Budget
- E. Date of Completion of the Project

#### 4.4 FINANCIAL STATEMENT

All Proponents must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein. Use Attachment D – Certification of Financial Condition.

The best evaluated Proponent will be required to submit a full and detailed presentation of the true condition of the Proponent's assets, liabilities, and net worth. The report should include a balance sheet and income statement. If the Proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any Proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

#### 4.5 CORPORATE STRUCTURE, ORGANIZATION

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as a brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also, provide a description of the experience your firm has had with similar processes.

#### 4.6 PROPOSAL FEE

Proponent must submit a signed proposal fee under a separate file. Do not include with the technical proposal response. Provide detailed basic fee structure and breakdown of any other charges related to your firm's proposal as specified. Finalist's fee structure may

be subject to negotiation. Use ATTACHMENT F – FEE/COST PROPOSAL. Submit as separate attachment to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Be certain to include RFP number and title.

## 5.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide the scope of work described in this solicitation and resulting awarded contract. A key component for the successful firm will be the ability to meet the performance desires of the City while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more Proponents to make an oral presentation. During these presentations, the Proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

Proposals shall be evaluated according to; demonstrated understanding of tasks required, technical approach to specified operations, qualifications of staff, experience of company, demonstrated knowledge of best practices for identified scope, financial business strength and fee schedule proposal. Proper format and demonstrated experience will merit consideration.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

1. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule - completed and signed under separate, sealed cover;
4. Proponent's Covenant;
5. Non-Collusion Affidavit;
6. References;
7. Submitted and signed Addendums;
8. Financials Review;
9. Interview/Presentation, if applicable; and
10. Any other criteria as best suits the City of Stockton.

## 6.0 CITY REQUIREMENTS

### 6.1 CITY RESPONSIBILITIES

#### Services to be Provided by the City

The City will provide the current One Page Strategic Plan® (OGSP®) which outlines the five strategies that define how the City's Vision, Objective, and Council Priority Goals will be accomplished.

The City will provide the last Council approved Citywide Technology Strategic Plan.

The City will provide relevant IT governance policies.

The City will provide a copy of the FY 2023-24 Annual Budget.

The City will provide introductions and point-of-contact information for department stakeholders.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results.

### 6.2 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

### 6.3 MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING

There are no mandatory or pre-submittal meetings for this project.

### 6.4 TERM

The City intends to grant one (1) contract for a duration of one (1) year.

### 6.5 OTHER GOVERNMENT AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

#### 6.6 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit B.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive. Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.

Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.

#### 6.7 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

#### 6.8 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City. Invoices are to be rendered monthly, unless prescribed differently per contract.

## 6.9 NOTICE TO OUT OF STATE BUSINESS

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state business, unless documentation is provided by Proponent evidencing the business is registered with the state of California.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California, not registered with the state and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

## 6.10 CONFIDENTIALITY

If Proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the Proponent believes to be protected from disclosure. The Proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

## 6.11 PROTEST POLICY

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

### 6.11.A Protest Procedure

- 6.11.1 All protests must be in writing and stated as a formal protest.
- 6.11.2 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.11.3 The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.

- 6.11.4 Protests must be filed with the City's Chief Financial Officer not later than five (5) days after the date the City posts and/or mails the Letter of Intent to Award.
- 6.11.5 Deliveries of the protest by hand, mail, or email are acceptable.
- 6.11.6 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

6.11.B Protest Review

- 6.11.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest within 30 days of the date the protest is received.
- 6.11.2 The Chief Financial Officer's, or designee's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's, the decision is mailed to the protesting party.
- 6.11.3 The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
- 6.11.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 6.11.5 The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
- 6.11.6 If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- 6.11.7 The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, Proponents, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The GENERAL REQUIREMENTS, TERMS & CONDITIONS



## 7.0 GENERAL REQUIREMENTS, TERMS AND CONDITIONS

### 7.1 CONSEQUENCE OF PROPOSAL SUBMISSION

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the Proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

### 7.2 ACCEPTANCE OR REJECTION OF PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with Proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the solicitation or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this RFP.

### 7.3 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Proponent of any material changes by posting on the City's website. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions.

If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid). Failure of any Proponent to not have received such information and/or clarifications/questions/answers shall not relieve such Proponent from any obligation under his/her proposal as submitted.

Any exceptions to this Proposal shall be clearly stated in writing.

#### 7.4 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The Proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

#### 7.5 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Solicitation or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

#### 7.6 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications, questions, or answers of this RFP shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON  
ATTN: JOSH MIRELES  
PROCUREMENT DIVISION  
400 E MAIN, 3<sup>RD</sup> FLOOR  
STOCKTON, CA 95202  
[stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov)

Such request for clarifications/questions/answers shall be delivered to the City in accordance with the date identified on page *i* of this Solicitation. Any City response to a request for clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) the date identified on page *i* of this Solicitation and will become a part of the Solicitation. The Proponent should await responses to inquiries prior to submitting a proposal.

## 7.7 DISQUALIFICATION

- A. Any of the following may be considered cause to disqualify a Proponent without further consideration:
- B. Evidence of collusion among Proponents;
- C. Any attempt to improperly influence any member of the evaluation panel;
- D. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be just cause for disqualification/rejection of Proponent's proposal/Proponent's bid submittal and considered non-responsive.
- E. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- F. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- G. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

## 7.8 CONDITIONS IF WORK IS SUBCONTRACTED

The Proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

If Proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

## 7.9 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required to perform the scope of work will be the sole cost and responsibility of the successful Proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

## 7.10 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance

obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

#### 7.11 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of Proponent. If Proponent enters into any arrangements with another customer of Proponent to provide product under more favorable charges, economic or product terms or warranties, Proponent shall immediately notify City of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

#### 7.12 AVAILABLE FUNDING

Any contract which results from this RFP will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

#### 7.13 TERMINATION FOR CONVENIENCE

The City may terminate the resultant Agreement for convenience at any time by mailing a notice in writing to the Contractor.

#### 7.14 AUDITING CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful Proponent to the City for services provided under the contract. Upon request, the Proponent agrees to furnish the City with necessary information and assistance.

#### 7.15 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Proponent or as recommended by the Proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

#### 7.16 AWARD

Upon conclusion of the Solicitation process, the City may award a contract for services identified in the Solicitation. The City reserves the right to select the successful Proponent and to negotiate terms of a contract with the Proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements

that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the City of Stockton, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Beginning April 4, 2022, the Federal government will cease using the Data Universal Numbering System (DUNS) number to uniquely identify entities. At that point, entities doing business with the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. If you are a new entity registering in SAM.gov, you will continue to register in SAM.gov using the DUNS number assigned by Dun and Bradstreet (D&B) until April 4, 2022. Upon completing your registration in SAM.gov, you will be assigned a UEI. For additional information, see the [Unique Entity Identifier Update](#) and the [OJP Grant Application Resource Guide](#).

#### [US Federal Contractor Registration \(USFCR\) | SAM.gov Registrations](#)

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

## 8 PROPOSAL DOCUMENTS

<b>IT STRATEGIC PLANNING SERVICES</b>	
<b>PUR-24-005</b>	
<b>SUBMITTAL DUE: THURSDAY, DECEMBER 14 AT 2:00 PM (PST)</b>	
RFP Submittal Electronic Mail	Office of the City Clerk <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

## ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

Please submit this form with the Proposal. Place directly after the Cover Letter. Place a check mark in the box next to the required documentation to indicate inclusion in the Bid Packet.

Check Box	DOCUMENTS TO BE RETURNED WITH PROPOSAL
	<b>Cover Letter &amp; Executive Summary</b>
	<b>Full proposal as defined in this solicitation</b>
	<b>Section 8 Form – Proposal Documents</b>
	<b>Attachment A– Project Submittal Checklist</b>
	<b>Attachment B – Proponent’s Covenant</b>
	<b>Attachment C – Non Collusion Affidavit - Sign and notarize by jurat certificate the “Non- Collusion Affidavit” form. An “All-Purpose Acknowledgment” form will not be sufficient.</b>
	<b>Attachment D – Certification of Financial Condition</b>
	<b>Attachment E – Reference List</b>
	<b>Attachment F – Fee / Cost Proposal (Under separate cover)</b>
	<b>Any Amendment Acknowledgements</b>
	<b>Submit one (1) electronic version of the proposal to mail to: <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>, print and sign all clarifications/questions/answers on the City’s website at <a href="http://www.stocktonca.gov/adminbid">www.stocktonca.gov/adminbid</a></b>

ATTACHMENT B- PROPONENT’S COVENANT

In submitting this proposal, as herein described, the Proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.
4. They have reviewed all clarifications/questions/answers on the City’s website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid).
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

---

FIRM

---

ADDRESS

---

SIGNED BY & DATE

---

TITLE OR AGENCY

---

PHONE/FAX NUMBER

---

EMAIL



ATTACHMENT C - NON-COLLUSION AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF \_\_\_\_\_, \_\_\_\_\_)ss.

County of \_\_\_\_\_)

(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

\_\_\_\_\_  
(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF \_\_\_\_\_, \_\_\_\_\_)ss.

County of \_\_\_\_\_)

(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That they are the \_\_\_\_\_ of \_\_\_\_\_ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

\_\_\_\_\_  
(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

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**No. 3**

**AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

**STATE OF \_\_\_\_\_, \_\_\_\_\_)ss.**

**County of \_\_\_\_\_)**

**(insert)**

\_\_\_\_\_, each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners, are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

ATTACHMENT D – CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_ (If no audit within past 18 months, explain reason below.)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

---

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

ATTACHMENT E - REFERENCES

**CITY OF STOCKTON**  
**RFP NO.: PUR 24-005**  
**IT STRATEGIC PLANNING SERVICES**  
**AGENCY REFERENCE FORM**

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

<b>1. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
<b>2. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
<b>3. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

ATTACHMENT F – FEE/COST PROPOSAL

**ATTACH AS SEPARATE FILE TO CITY.CLERK@STOCKTONCA.GOV**

The Fee/Cost Schedule should provide a detailed breakdown of all costs associated with the proposed project.

Detailed Cost Breakdown: A breakdown of all costs related to the project, using the table below, including labor, materials, equipment, overhead, and any other relevant expenses.

Proponents are expected to ensure that the Fee/Cost Schedule is accurate, transparent, and in alignment with the scope of work outlined in the RFP.

Failure to submit a complete and accurate Fee/Cost Schedule may result in the disqualification of the proposal. We appreciate your attention to this requirement and look forward to receiving your proposal by the specified deadline.

<b>Deliverables</b>	<b>Deadline (from contract start date)</b>	<b>Pricing (fixed-price by deliverable)</b>	<b>COST</b>
Project Plan & Schedule	0.5 month(Negotiable)	25%	\$
Gap Analysis Report	3 months(Negotiable)	15%	\$
IT Strategy Plan	4 months(Negotiable)	15%	\$
Executive Summary & PowerPoint Presentation to City Management)	5 months(Negotiable)	15%	\$
Presentation to City Council	7 months (Negotiable)	30%	\$
<b>TOTAL PROJECT COST</b>			<b>\$</b>
<b>Optional Services (NOT INCLUDED IN TOTAL PROJECT COST): If the proposal includes optional or additional services, these should be clearly defined in terms of their associated costs.</b>			<b>\$</b>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS FORM MUST BE SIGNED AND RETURNED WITH PROPOSAL**

## 9 PROPOSAL EXHIBITS

### 9.1 Exhibit 1 – Insurance Requirements

The Risk Services Division develops insurance requirements for all contracts for the City of Stockton. The Division also reviews and approves all bonds and evidence of insurance, including Certificates of Insurance and endorsements for all contracts.

Examples include:

- Contracts - Constructions, Professional Services, Supplier, Lease
- Permits - Encroachment, Revocable, Street Closures, Block Parties
- Bonds - Performance, Maintenance, Labor and Materials
- Community Services – Special Events

This project is subject to Insurance Requirements for IT STRATEGIC PLANNING SERVICES

### 9.2 Exhibit 2 – Sample Contract

Any major provision changes to the sample contract should be submitted by the Proponent along with the proposal response.