SCITY OF STOCKTON

REQUEST FOR PROPOSALS (RFP) PUR 24-010 RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, OCTOBER 19, 2023 IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

REQUEST FOR PROPOSALS (RFP)
RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

Dates and Times are Subject to Change

RFP INFORMATION	
PUR-24-010	
Contact	Josh Mireles
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	There is no Pre-Submittal Meeting
MANDATORY/OPTIONAL Site Tour	There is no Site Tour
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov (if applicable)
Due Date for Questions and Clarifications	October 03, 2023, 5:00 PM (local time)
Due Date for Response to Questions/Clarifications	October 10, 2023
RFP Submittal Due Date & Time	October 19, 2023, no later than 2:00 PM (local time) 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 INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, October 19, 2023 at 2:00 pm (local time)** by the City of Stockton, California for RISK MANAGEMENT INFORMATION SYSTEM (RMIS) – PUR 24-010 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the "City", is requesting proposals from firms or individuals, herein after referred to as "Proponent" to provide a Risk Management Information System (RMIS) to the City. The City of Stockton (City) is seeking to obtain a Risk Management Information System (RMIS) to provide the Risk Management division and its partners a platform to manage, analyze, and report on data. The RMIS system will help ensure accurate and consistent tracking and real time reporting of the City's Risk Management program activities.

Each proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be emailed 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 https://www.stocktonca.gov/adminbid Electronic delivery shall be sent to 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 or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

Contents

1.0 BACKGROUND/SUMMARY

The City of Stockton (City) is seeking to obtain a Risk Management Information System (RMIS) to provide the Risk Management division and its partners a platform to manage, analyze, and report on data. The RMIS system will help ensure accurate and consistent tracking and real time reporting of the City's Risk Management program activities.

2.0 SCOPE OF SERVICES

Vendor (Proponent) shall provide a platform for tracking, analyzing, and reporting data for Certificates of Insurance, Workers' Compensation and Liability Claims, Leaves of Absence, Incidents and Site Inspections, Subrogation, and ADA Accommodations. The scope of work is as follows:

Certificates of Insurance

The Proponent shall provide a platform for entering, tracking, and reporting on Certificates of Insurance (COI) and Additional Insured Endorsements. The RMIS system must be able to:
- Integrate with the Tyler Munis system utilized by the City,
- Capture and read COIs and AIEs using an OCR license,
- Store documents as needed by City,
- Track various expiration dates,
- Access COIs by searching and filtering for vendor name, contract, expiration year, and department,
- Export COIs and AIEs as needed,
- Provide notification of COI exceptions such as expired or incomplete information, and
  o Send automatic reminders to City and/or vendors of expiring COIs

Workers' Compensation Claims

The Proponent shall provide a method by which Workers' Compensation Claims information will be imported from the City's Workers' Compensation Third Party Administrator (WC TPA), currently Athens, using SIMS, and shall provide a platform for analyzing and reporting on data.
- Import Workers' Compensation Claims data on an agreed upon regular schedule from SIMS or other system utilized by the City's WC TPA,
- Track WC claims information, and
- Provide WC data analysis by metrics set by City to include but not limited to: root cause, location, department, job title, and cost.

Liability Claims

The Proponent shall provide a method by which Liability Claims information will be imported from the City's Liability Third Party Administrator (TPA), currently Sedgwick, and shall provide a platform for analyzing and reporting on data.
- Import Liability Claims data on an agreed upon regular schedule via import from viaOne or other system utilized by the City's Liability TPA.
- Track Liability claims information, and
- Provide analysis by metrics set by the City to include but not limited to: root cause, location, type of incident, cost.

Incident Reporting

The Proponent shall provide a platform for entering, tracking and analyzing all incidents.
- Create and provide a portal for incident entry,
- Capture incident reports,
- Sort and track by location, type, department, and other identifiers, and
- Provide analysis metrics set by the City to include by not limited to: root cause, location, department, type of incident.

ADA Accommodation

The Proponent shall provide a platform for entering, tracking, and analyzing ADA Accommodation data.
- Track ADA accommodation requests,
- Capture and store documentation as needed,
- Record ADA accommodation steps via a diary/log, and
- Provide analysis of: length of process, start to finish; accommodations made vs. not made; outcome of accommodation process.

Subrogation

The Proponent shall provide a platform for entering, tracking, and analyzing Subrogation data.
- Record subrogation files,
- Record subrogation attempts,
- Provide notifications when next contact is due,
- Provide letter templates for subrogation steps, and
- Provide analysis of subrogation to include but not limited to: successful vs. unsuccessful collection, percent of collection, length of collection time, dollars by claim, dollars by department.

Leaves of Absence

The Proponent shall provide a platform for entering, tracking, and analyzing all Leaves of Absence (LOA).
- Record all LOAs,
- Capture and store documentation as needed,
- Track all LOAs on a timeline/calendar by regulatory or policy requirements,
- Provide notification of LOAs expiring at time intervals specified by the City,
- Provide letter templates for LOA information ,
- Provide analysis of how many employees are on LOA during a given time period, types of LOA being utilized, other analysis as prescribed by the City.

Reports

The Proponent shall provide a platform from which the City may create and run reports as necessary.
- Provide a reporting module that allows users to run standard reports or create custom reports as needed,
- Export reports in a format that allows users to easily manipulate and/or distribute them, and
- Schedule regular reports to run at times or on dates or at intervals specified by the City.

Implementation/Training/Support

The Proponent shall provide implementation services meeting all of the IT requirements listed, as well as annual support as needed and live training, either in person or virtually, for City employees who will be using the new RMIS. The Proponent shall provide ongoing maintenance to the RMIS as required.

- Provide all resources required for implementation including integration with vendor software such as SIMS and viaOne or other programs used by the City's TPAs,
- Provide a dedicated project manager during the implementation process,
- Provide live training either via a software meeting platform or in person, ensuring that City employees using the RMIS understand how to perform all available functions,
- Provide written materials in sufficient detail and with sufficient explanation and information to support the live training and enable City employees to understand the RMIS,
- Provide a set number of annual hours, to be no less than 30, for RMIS support to the City.

IT ENVIRONMENT

The solution being acquired must be compatible with the City's current desktop, laptop, or tablet computing environment. Workstations are currently running Windows 10 and Office 365. Microsoft Edge, Chrome or Firefox are the standard Web browser. The city uses SharePoint365 for document collaboration and sharing. The city is interested in vendors who can help optimize the document repository using existing systems, or by providing built-in and flexible document management capabilities. The City may require the new software to integrate with 3rd party applications and to easily receive and transmit data to local, state, and federal agencies. Integration tools must be open and support a Microsoft Windows platform, e.g., .NET, Service Oriented Architecture, XML, Web Services, APIs, etc. Prior experience with integration with the City's existing applications is important.

The City's preferred integration between systems is via web services. Any proposed on-premises solution should be able to operate in a Virtual Machine environment (VM) using VMWare's virtualization platform. The system must provide tight security controls which meet regulatory, compliance and audit standards. Security must be role-based to the menu, screen, and data field level. Microsoft Active Directory is required for single sign-on and global security administration; Lightweight Directory Access Protocol (LDAP) compatibility is sufficient.

Proposals must provide the following:

1. Solution Overview
   a. Name and origin of solution
   b. Describe the database platform
   c. Release history and current release being proposed
   d. Proposed modules
   e. Hardware, software, and database specifications required for the proposed solution
   f. Mobile capabilities of the proposed modules, including any restrictions, such as mobile platform (iOS and Android)
2. Application Integration/Interface

  a. Describe how Proposer would support and manage the integration/interface with the City's existing applications.

  b. Describe APIs and web services available to pull and push data:

    i. Are the APIs secured and encrypted?

    ii. Programming language(s) that interface with the APIs.

    iii. Is there an option to access the data directly from the database?

3. Data Storage and Backup

    i. Describe approach to data storage.

    ii. Describe data backup process.

    iii. Describe the network bandwidth required between the city and hosting facilities.

    iv. Describe what options are available for dedicated bandwidth (if available).

    v. Describe scalability options for computing power (CPU, RAM, and storage)

4. Data Access and Security

    i. Describe how data access is managed.

    ii. Describe the environment (single or multi-tenant).

    iii. If a multi-tenant environment, how is the data segregated?

    iv. If a multi-tenant environment, how is security managed?

    v. Describe your vetting process when hiring new employees who will have access to City data.

    vi. Is multi-factor authentication supported?

5. Business Continuity and Disaster Recovery

    i. Describe approach to business continuity & disaster recovery.

    ii. Describe any redundancies or processes in place to assure high availability.

6. Service Level Agreements (SLA)

    i. Describe supported SLA options (e.g., reliability, availability, performance, issues, requests, system response time, etc.).

7. Transition

    i. Describe the roles and responsibilities of the City and the vendor in the event of contract termination.

    ii. Describe how the vendor will provide the City's data

8. Software Modifications

    i. Describe Proposer's processes for software change requests, as well as how Proposer determines which requests are implemented and when.

    ii. Describe how the Proposer keeps system documentation up to date and how it can be accessed by staff.

    iii. Describe any ability of City to modify the software if necessary and/or desired.

PROPOSALS SHALL ADDRESS EACH ITEM LISTED BELOW. VENDOR SHALL STATE THE QUESTION/REQUEST FOLLOWED BY RESPONSE.

INFORMATION TECHNOLOGY
1. What data will you require from the City prior to the implementation of this contract, and in what format?

2. What is the online system utilized by your organization? Describe the features of this system that make it better than its major competitors and describe any special software required to access it.

3. When was this system installed?

4. When was the last major software update to the system?

5. Is your IT support internal or outsourced?

6. What types of standard reports are available? Will City be able to access the system and customize its own reports?
7. Can your reports be downloaded into Excel spreadsheets?

8. Describe the security measures in place to protect the confidentiality of your clients' information. Describe any breaches of security and explain what corrective action you took to prevent future breaches. If no breaches of security have occurred, please provide a statement to that effect.

9. What are the notification procedures and responsibilities in the event of a data breach?

10. How is PII (personally identifiable information) stored in the solution?

11. Does the solution integrate with AzureAD for authentication?

12. Where is the solution hosted?

13. How is the hosted site secured?

14. Is there an off-site backup for your system?

15. What is the SLA when the system is down?

16. How would the City receive data after the termination of the agreement?

INFORMATION TECHNOLOGY CABABILITIES
1. Does your system include a way to manage workers' compensation, general liability, auto and property liability data?

2. Does your system have claim audit functionality? If so, please describe.

3. Does your system offer litigation management? If so, please describe.

4. Does your system include the ability to incorporate existing claims information?

5. Does your system provide a customizable one-time report entry in field that will populate both liability and workers' compensation claim types? If so, please describe.

6. Does your system have the ability to tie multiple claims together (e.g., auto liability and Workers' Compensation)?

7. Does your system include the ability to grant permissions for designated employees to assign tasks?

8. Does your system include the ability for those in the field to download reports and information?

9. Does your system include a configurable dashboard with incident and claim types? If so, does the dashboard include automatically refreshed claim counts and updates of dashboard data?

10. Does your system include the ability to add attachments? If so, in what format (e.g., PDF, Word, Excel, pictures)?

11. Does your system support drag-and-drop file uploads?

12. Is your system capable of receiving scanned documents?

13. How are documents attached in your system and is there a limit to the file size?

14. Are attached documents searchable?

15. Is your system capable of maintaining claim file documentation with links to relevant data include internal and external correspondence and reports?

16. Does your system include unlimited characters in claim notes? If not, what are the limits?

17. Does your system include the ability to edit claim notes?

18. Does your system include the ability to configure workflow to route claims from locations to Risk Management? If so, is there a limit to the number of locations and, if so, what is that limit?

19. Does your system have the ability to integrate with third party vendors (e.g. the City's Workers' Compensation TPA) to transfer claims information ad update claims in process?
   a. Will the data be encrypted in transit?
   b. Will data backups be encrypted?

20. Is the system modular?
   a.   If yes, what modules are available?
   b.   Which modules are included in the base system?

21. What elements of the system can be configured by system administrators?
   a.   Does this include adding fields, custom page layouts and screens, and data validation rules? If so, please provide details.

22. Please describe the available system help options and how they can be customized for our own risk management program.

INFORMATION TECHNOLOGY FUNCTIONALITY
1. Describe your system's hierarchy capabilities. How many levels of hierarchy will your system support?

2. Are e-mail functions available? Please describe.

3. Does your system integrate with standard e-mail programs (e.g. Outlook, Gmail, etc.)? Please describe.

4. What collaboration tools are available in your system?

5. Describe your system's search functionality.
   a.   Does it search across all data tables across the system?
   b.   Can users configure search results to prioritize modules?

6. Does your system have specific and separate apps for Android or Apple?

7. Are all modules across all applications available in the mobile app?

INFORMATION TECHNOLOTY REPORTING AND ANALYTICS
1. Does your system support a spreadsheet import tool?
   a.   Does it auto-map fields based on column headers matching field names in the system?

2. Describe your system's reporting functionality.
        a. Describe your system's ad-hoc reporting functionality.
        b. How easy is it to create new reports or modify existing report templates?
        c. Can reports be defined by users? If so, what controls does your system have to prevent unauthorized access to edit or delete user-defined reports?
        d. Can users drill down into data elements within reports, and to what level?

3. Does your system have the ability to classify claims by severity?

4. Will defined users (i.e. users who have been granted permissions to view and manage
confidential data) be able to enter and track out-of-pocket expenses for legal fees, vendor costs, etc.?

5. Will defined users be able to pull summary reports on claims by type, name, body part injured, department and/or cost?

6. Does your system include the ability to provide predictive modeling for claims data?

7. Does your system allow for the customization of reports (include additional cost where applicable)?

8. Is your system configured to protect personal information such as SSN?

9. Does your system have the ability to provide automatic notifications based on specifications and hierarchy?

10. Does your system have the capability of providing loss analysis reports?

COST PROPOSAL

PROPOSALS SHALL ADDRESS EACH ITEM LISTED BELOW. VENDOR SHALL STATE THE QUESTION/REQUEST FOLLOWED BY RESPONSE.

1. Provide a cost proposal that includes a summary of all fees, detailing services related to such fees. Include full disclosure of sub-contractor fees associated with the services to be provided.
- Pricing structure should include information regarding number of licenses included within the basic program of services offered.

3. If more than one pricing alternative is available, describe in detail each option.

4. Describe the costs of your services for network access and any other charges related to the provision of provider networks.

5. Describe the cost of any initial licenses and costs associated with any that may be needed after the commencement of the contract.

6. Describe and demonstrate the capabilities and cost savings of your program. Indicate which services are provided within your organization and which services are provided by subcontractors.
- If services are contracted out, disclose any commission and/or other type of compensation you receive from the subcontractors.

7. Include any anticipated pricing changes over the course of the contract term and if you offer any flat rate guarantee.

8. Will you provide complete online system access to reporters and Risk Management? If so, is this access included in the flat fee, or is there an additional charge? Please provide cost, if applicable.

9. Provide cost for system/software upgrades and maintenance (if any).

10. Complete Exhibit 3 – Proposal Fee

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' qualification 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.

E. It is required to provide a fee schedule as a separate file, and also sent to city.clerk@stocktonca.gov.

F. 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.

G. 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.

H. 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.

I. 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 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. An acknowledgement 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. Use Exhibit 5 for 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

The Proponent 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.

All Proponents are required to fill out Exhibit 4- Certification of Financial Condition.

The Proponent deemed best evaluated and which the City intends to enter into a contract 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 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 separate electronic file. Do not include with the technical proposal response. Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.

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

City will provide all readily available plans, documentation, and data necessary for completing the above tasks.

Staff will be available as needed and will assist with coordination of stakeholder meetings and public outreach.

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 is no pre-submittal meeting.

6.4   TERM

The City intends to award a three (3) year contract with two (2) one (1) year renewal options.

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 to 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   A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.

6.11.3   The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.

6.11.4   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.

6.11.5   Protests must be filed with the City's Chief Financial Officer, or designee, no later than five (5) days after the date the City mails the Letter of Intent to Award.

6.11.6   Deliveries of the protest by hand, mail, email or fax are acceptable.

6.11.7   The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines

6.11.8   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 to material issue raised in the protest within 30 days of receipt of the protest letter.

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 City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist by emailing stocktonbids@stocktonca.gov.

7.0 GENERAL REQUIREMENTS, TERMS & 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. 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, 3RD FLOOR
> STOCKTON, CA 95202
> 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 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.
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7.7   DISQUALIFICATION

Any of the following may be considered cause to disqualify a Proponent without further consideration:

a.   Evidence of collusion among Proponents;

b.   Any attempt to improperly influence any member of the evaluation panel;

c.   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.

d.   A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

e.   Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.

f.   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 may 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.

8.0 PROPOSAL DOCUMENTS

RISK MANAGEMENT INFORMATION SYSTEM (RMIS)	
PUR 24-010	
SUBMITTAL DUE: THURSDAY, OCTOBER 19, 2023 AT 2:00 PM	
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov (if applicable)
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

THIS CHECKLIST IS FOR PROVIDED FOR YOUR CONVENIENCE ONLY. IT IS NOT REQUIRED TO BE SUBMITTED WITH PROPOENT PROPOSAL.

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 AND PLACE IN THE FRONT OF YOUR PROPOSAL).

- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.

- ✓ Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).

- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.

- ✓ Include your proposal, as outlined in these specifications.

- ✓ Submit one (1) electronic version of the proposal to city.clerk@stocktonca.gov.

- ✓ Review, print and sign all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid and submit with proposal response.

- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to city.clerk@stocktonca.gov.

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.
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

No. 1   AFFIDAVIT FOR INDIVIDUAL PROPONENT

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 _____

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 ____

9.0 PROPOSAL EXHIBITS

Exhibits can be found on the City's Bid Flash Website:

http://www.stocktonca.gov/adminbid

9.1 Exhibit 1 – Insurance Requirements

Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

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 Risk Management Information System.

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.

9.3 Exhibit 3 – Proposal Fee

9.4 Exhibit 4 – Certification of Financial Condition

9.5 Exhibit 5 – Reference Sheet