

# CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)  
COMMUNITY CHOICE AGGREGATION (CCA) FEASIBILITY STUDY  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 20-014)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF  
2:00 O'CLOCK P.M., THURSDAY, JULY 2, 2020,  
IN THE OFFICE OF THE CITY CLERK,  
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,  
STOCKTON, CALIFORNIA 95202-1997**

REQUEST FOR PROPOSALS (RFP)  
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## **NOTICE INVITING PROPOSALS**

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for a **Community Choice Aggregation (CCA) Feasibility Study (PUR 20-014)** in strict accordance with the specifications.

The Stockton City Council approved a resolution in October 2019 to appropriate funding for the execution of a Community Choice Aggregation (CCA) Feasibility Study. The intent of this feasibility study is to evaluate whether there are cost effective options for the City of Stockton (“the City”) to implement a CCA program and obtain the associated community benefits. Most notable among these potential community benefits are lower electric rates, the potential for local control to accelerate the transition to sustainable power sources, and the opportunity to create local jobs in sustainable energy development. The feasibility study will evaluate whether these community benefits can be realized given the California Public Utilities Commission’s (CPUC) decision to increase exit fees. The feasibility study will assess the burdens associated with the implementation of a CCA, such as complying with the enabling state legislation and CCA regulations, developing a local ordinance, forming of a Joint Powers Authority (JPA), and engaging and educating residents on the benefits of CCA’s. Additionally, the feasibility study will examine how the bankruptcy filing by the Pacific Gas and Electric Company, the City’s current franchise electricity provider, may affect the City’s participation in a CCA and exit fees.

**Proposal forms and specifications are available on the City’s website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, **Thursday, July 2, 2020, at 2:00 p.m.****

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

**Information on Technical Data**

Grant Kirkpatrick, City Manager’s Office  
(209) 937-8452  
e-mail: [Grant.Kirkpatrick@stocktonca.gov](mailto:Grant.Kirkpatrick@stocktonca.gov)

**Information on Process/Clarification**

Chalon Rogers  
(209) 937-8371  
e-mail: [Chalon.Rogers@stocktonca.gov](mailto:Chalon.Rogers@stocktonca.gov)

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: May 28, 2020

ELIZA R. GARZA, CMC  
CITY CLERK OF THE CITY OF STOCKTON

CITY OF STOCKTON  
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 COMMUNITY CHOICE AGGREGATION (CCA) FEASIBILITY STUDY (PUR 20-014)

**PROPOSER'S CHECKLIST**

Did You:

- \* \_\_\_ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 18 to 20 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 "Proposer's Fee Schedule" form, (under separate cover).
  - \* \_\_\_ Sign the "Proposer's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatory.**
  - \* \_\_\_ Include your proposal, as outlined in these specifications.
  - \* \_\_\_ Submit one (1) ORIGINAL (unbound and paginated, no staples) and three (3) COPIES of all proposal documents. Additionally, submit one (1) CD with an electronic version of the proposal.
  
- \* \_\_\_ Review all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) .
  
- \* \_\_\_ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, on or before **July 2, 2020, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted. \*If not completed as required, your proposal may be rejected. The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

- A) **“RFP – TO PROVIDE COMMUNITY CHOICE AGGREGATION (CCA) FEASIBILITY STUDY”**
- B) **PUR 20-014**
- C) **JULY 2, 2020**

**CONTACT INFORMATION:**

Information on Technical Data	Information on Process/Clarification
Grant Kirkpatrick, City Manager's Office (209) 937-8452 e-mail: <a href="mailto:Grant.Kirkpatrick@stocktonca.gov">Grant.Kirkpatrick@stocktonca.gov</a>	Chalon Rogers, Procurement Division (209) 937-8371 e-mail: <a href="mailto:Chalon.Rogers@stocktonca.gov">Chalon.Rogers@stocktonca.gov</a>

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**Tentative Project Timeline**

<b>Activity</b>	<b>Date and Time</b>
Release of Solicitation	05/28/20, 12:00 PM
Last Day to submit written questions	06/11/20, 05:30 PM
Posting of Response to Q&A	06/18/20, 12:00 PM
Proposals due	07/02/20, 02:00 PM
Evaluation Period	07/09/20 – 07/30/20
City Council Approval	08/11/20, 05:30PM
Award and Notice to Proceed	08/12/20, 12:00 PM

\*City reserves the right to adjust this calendar and notification will be provided through subsequent addenda or direct contact with proposers

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**1.0 GENERAL INFORMATION**

**1.1 REQUEST FOR PROPOSAL (RFP) PROCESS**

The purpose of this Request for Proposal (RFP) is to request Proposers to present their qualifications and capabilities to provide a Community Choice Aggregation (CCA) Feasibility Study (PUR 20-014) for the City of Stockton.

**1.2 INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than 2:00 p.m., on Thursday, July 2, 2020, in the office of:

CITY CLERK  
CITY OF STOCKTON  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997

One (1) original and three (3) copies of the proposal shall be submitted. Additionally, submit one (1) CD (or thumb drive) with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "Community Choice Aggregation (CCA) Feasibility Study for the City of Stockton (PUR 20-014)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the Proposer.

**1.3 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

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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)

**1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS**

Proposer must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

**1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL**

- 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 Proposer 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 Proposer.
- 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.

**1.6 ACCEPTANCE OR REJECTION OF PROPOSAL**

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 Proposer(s) whose proposal(s) is/are 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 Request 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(s) as a result of this Request.

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 Request.



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**1.7 RIGHT TO CHANGE OR AMEND REQUEST**

The City reserves the right to change the terms and conditions of this Request. The City will notify potential Proposer(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request 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 Proposer to not have received such information and/or clarifications/questions/answers shall not relieve such Proposer from any obligation under his/her proposal as submitted.

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

**1.8 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 Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

**1.9 EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Proposer that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Proposer was not fully informed as to any fact or condition. Statistical information which may be contained in the Request 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.

**1.10 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/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON  
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CITY OF STOCKTON  
ATTN: Grant Kirkpatrick  
City Manager's Office  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997  
[Grant.Kirkpatrick@stocktonca.gov](mailto:Grant.Kirkpatrick@stocktonca.gov)

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

Such request for clarifications/questions/answers shall be delivered to the City by June 11, 2020. 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) by June 18, 2020, and will become a part of the Request through an addendum. The Proposer should await responses to inquiries prior to submitting a proposal.

**1.11 DISQUALIFICATION**

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

- A. Evidence of collusion among Proposers;
- 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/bid process will, and shall be, just cause for disqualification/rejection of Proposer's proposal/Proposer's bid submittal and considered non-responsive.
- D. A Proposer'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 Proposer 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.

**1.12 INFORMAL PROPOSAL REJECTED**

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition,

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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.

**1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

- A. The Proposer assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. If Proposer's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the Proposer 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.

**1.14 LICENSING REQUIREMENTS**

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful Proposer.

**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.**

**1.15 INSURANCE REQUIREMENTS**

Proposer/Bidder, at Proposer'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 1 (or Exhibit A).

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.

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The Proposer 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.* Proposer 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 Proposer'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.

**1.16 INDEMNITY AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

**1.17 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.

**1.18 METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

**1.19 NOTICE TO OUT-OF-STATE VENDOR**

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 vendors.

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Sales and use tax on purchases made by the City of Stockton from all companies located outside California 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.

**1.20 TERM**

The City anticipates to award a contract for one (1) year.

**1.21 COMPETITIVE PRICING**

Proposer 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 Proposer. If Proposer enters into any arrangements with another customer of Proposer to provide product under more favorable charges, economic or product terms or warranties, Proposer 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.

**1.22 FUNDING**

Any contract which results from this Request 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.

**1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

**1.24 AUDITING OF CHARGES AND SERVICES**

The City reserves the right to periodically audit all charges and services made by the successful Proposer to the City for services provided under the contract. Upon

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request, the Proposer agrees to furnish the City with necessary information and assistance.

**1.25 CHANGES**

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

**1.26 AWARD**

Upon conclusion of the Request process, a contract with a maximum value of \$150,000 may be awarded for a Community Choice Aggregation (CCA) Feasibility Study for the City of Stockton.

The City reserves the right to select the successful Proposer and to negotiate terms of a contract with the Proposer(s) whose proposal(s) is/are 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.

**1.27 PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

Any documents or other work product received through will be made available to the Sonoma Clean Power Authority and to the public to the extent not otherwise prohibited by law or Section 1.31 – Confidentiality.

**1.28 CONFIDENTIALITY**

If Proposer believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proposer must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the Proposer believes to be protected from disclosure. The Proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proposer 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

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the contract is awarded. **The Proposer 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.**

**1.29 OTHER GOVERNMENTAL 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 Proposer and be liable directly to the successful Proposer, holding the City of Stockton harmless.

**1.30 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS**

Prevailing wage rates are required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

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Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

**1.31 PROPOSER'S SAFETY RESPONSIBILITY**

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the Proposer or any subcontractor. The Proposer is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the Proposer is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

**1.32 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.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
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.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
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



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date and time to allow adjustments before evaluation of the solicitation.

5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award .
6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

**B. Protest Review**

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
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.
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.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation .
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. 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).
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, proposers , and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this

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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 noted in Section 1.7 of this document.

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**2.0 BACKGROUND/GENERAL NATURE OF SERVICE**

The City of Stockton (“the City”), through the City Manager’s Office, is seeking proposals from qualified firms (“Consultant”) to provide consulting services to conduct a feasibility study of a community choice aggregation (CCA) program, including assistance with community engagement planning and implementation. Consultants shall have relevant expertise, experience, and an approach that demonstrates their ability to provide the required services.

The City Manager’s Office is leading the City’s efforts to explore community choice aggregation for Stockton. A CCA, also known as municipal aggregation, are programs that allow local government to procure power on behalf of residents, businesses, and municipal accounts from alternative supplier while still receiving transmission and distribution service from the existing utility provided. Under state law (Chp. 838, Stats. 2002), CCAs are an option for communities that want more local control over electricity sources, more green power than is offered by the default utility, and competitive electricity prices. By aggregating demand, communities gain leverage to negotiate rates with suppliers and choose power sources. CCAs offer customers alternative choice for their electricity, and can support local environmental plans, such as the City’s Climate Action Plan, through the purchase and development of renewable energy.

CCAs offer several advantages and challenges. Historically, three major attractions of participating in a CAA include lower electric rates, the potential for local control to accelerate the transition to sustainable power sources, and the opportunity to create local jobs in sustainable energy development. However, decisions by the California Public Utilities Commission (CPUC) have affected the electricity rates offer by CCAs and decrease the likelihood that savings for rate payers can be achieved. Additionally, there are numerous burdens associated with the implementation of a CCA, such as complying with the enabling state legislation and CCA regulations, developing a local ordinance, exploring the formation of a Joint Powers Authority (JPA), and engaging and educating residents on the benefits of CCAs. Moreover, the bankruptcy filing by the Pacific Gas and Electric Company, the City’s current franchise electricity provider, may affect the City’s participation in a CCA and exit fees.

Before deciding whether to pursue community choice aggregation, analysis is required to assess whether such a program is financially viable, logistically practical, and strategically aligned with City Council Goals and existing plans, such as the 2040 General Plan and the Climate Action Plan. The City has the following initial goals for its prospective CCA program:

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- Offer customers rates that are cost competitive with Pacific Gas and Electric Company's (PG&E) rates;
- Increase the proportion of renewable energy in the power mix to exceed the baseline power mix offered by PG&E by a minimum of 25%;
- Receive revenue for use on local energy programs;
- Deliver local renewable energy development and energy-efficiency programs at or above current budget levels;
- Ensure low-income program offerings are, at minimum, on par with current PG&E offerings;
- Provide the City with the option to assume operations of CCA;
- Reduce Stockton's greenhouse gas emissions;

The City is seeking a feasibility study of a CCA in Stockton to understand the financial viability, logistical burden, and other risks associated with CCAs with analysis presented for various governance models (i.e. single-city, joint-power authority, and turn-key options). The feasibility study will identify pertinent specifications and requirements associated with a CCA program under different governance models. The feasibility study will analyze impacts of various clean energy and greenhouse gas reduction scenarios and access whether and under what conditions electricity rates would be competitive with those offered by PG&E.

In addition to completing a feasibility study, the Consultant will assist city staff with community engagement activities related to the formation of a CCA. Community engagement activities may include developing informational materials, hosting community meetings, and engaging key stakeholders. The City recognizes the challenge of community engagement amid the COVID-19 pandemic – all local, state, and federal safety guidelines will be strictly adhered to – and seeks a Consultant who will work with city staff to develop and implement innovative community engagement strategies.

## **2.1 SCOPE OF SERVICES**

Successful proposals will demonstrate the Consultant has the appropriate professional and technical background and resources to fulfill this scope of work.

The specific tasks requested for an individual project will be authorized through a separate Professional Service Agreement prepared prior to the start of work, which will include a timeline and the compensation for such services.

The Consultant shall provide comprehensive CCA consulting services including, but not limited to, the following:

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2.1.1. CCA Technical Study

2.1.1.1. Project Management

- 2.1.1.1.1. Provide updates every two (2) weeks
- 2.1.1.1.2. Coordinate and facilitate project to meet deadlines

2.1.1.2. Load Study and 5-year Load Forecast

- 2.1.1.2.1. Reconcile any data discrepancies from the load data provided by PG&E.
- 2.1.1.2.2. Prepare current and forecasted customer load curves, including peak period demand and expected effects on the CCA's resource adequacy requirements across each applicable capacity designation
- 2.1.1.2.3. Parcel out load data by various customer segments (residential, commercial, industrial, and municipal).
- 2.1.1.2.4. Prepare summary level data for residential, commercial, industrial, and municipal accounts.

2.1.1.3. Rate Analysis

- 2.1.1.3.1. Prepare PG&E forecasted rates by rate class (high, medium, low scenarios)
- 2.1.1.3.2. Identify factors affecting rates and their impacts
- 2.1.1.3.3. Identify and analyze PG&E fees
- 2.1.1.3.4. Prepare CCA rate estimates
- 2.1.1.3.5. Compare CCA rates with PG&E rates, including any PG&E 100% renewable options, local renewable content, bundled vs. unbundled Renewable Energy Credit (REC) content, and any other relevant metrics

2.1.1.4. Supply Scenarios

- 2.1.1.4.1. Analyze renewable energy requirements to achieve compliance with California's Renewables Portfolio Standard ("RPS"), role of RECs over that time period, and other information needed to develop supplier bid specifications.
- 2.1.1.4.2. Analyze CCA rates and GHG emissions reductions under a minimum of three renewable energy procurement approaches, including the following considerations:
  - 2.1.1.4.2.1. The use of bundled (category 1 & 2) vs. unbundled RECs (category 3)

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2.1.1.4.2.2. The integration of local distributed resources for all or a part of the supply portfolio

2.1.1.5. Economic Impacts

2.1.1.5.1. Analyze direct and indirect local economic impacts under various supply scenarios and in comparison with PG&E

2.1.1.5.2. Analyze additional energy efficiency and demand reduction opportunities with demand response, microgrids, and energy conservation programs, including consideration of load data analysis (e.g. large users that may be able to take advantage of new energy savings technologies)

2.1.1.6. Sensitivity Analysis

2.1.1.6.1. Evaluate changes in the variables and identify key drivers for potential rate volatility, including:

2.1.1.6.1.1. Market prices for conventional and renewable energy

2.1.1.6.1.2. Program phase-in at varying supply levels

2.1.1.6.1.3. Changes in PG&E generations rates, exit fees, and customer surcharges, and other possible PG&E rate changes

2.1.1.6.1.4. Changes in policies affecting local renewables development, including possible net metering, federal solar tax credit, and wind power production tax credit changes

2.1.1.6.1.5. To what extent rates may change depending on varying levels of participation

2.1.1.6.1.6. Rate sensitivity to the inclusion of renewable energy resources at levels that exceed the state RPS

2.1.1.6.1.7. Rate sensitivity to the inclusion of local renewable generation, energy efficiency, demand response, and demand reduction programs

2.1.1.6.1.8. Customer opt-out rates (low, medium, and high scenarios)

2.1.1.6.1.9. Impact of new policies and/or regulations related to CCAs

2.1.1.6.1.10. Identification of any anomalies, either challenges or opportunities, in the service area related too geographic, demographic, or economic circumstances

2.1.1.7. Financial Analysis

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2.1.1.7.1. Analyze the CCA program's costs and revenues, including:

- 2.1.1.7.1.1. Energy costs (forecast spot market prices, long- and short-term power contracts, and renewable energy minimums)
- 2.1.1.7.1.2. Start-up costs
- 2.1.1.7.1.3. Cost of capital
- 2.1.1.7.1.4. Operation and maintenance costs (e.g. administrative, staffing, external technical/legal/marketing support, billing/metering/collections, customer service, and data management)
- 2.1.1.7.1.5. Uncollected bills
- 2.1.1.7.1.6. CCA customer responsibility charges and terms
- 2.1.1.7.1.7. Program reserves
- 2.1.1.7.1.8. CCA bonding for reentry fees
- 2.1.1.7.1.9. PG&E surcharges, including exit fees
- 2.1.1.7.1.10. Power supply costs that include feed-in tariff and net energy metering programs offered by the CCA
- 2.1.1.7.1.11. Impact of various governance models (single-city, joint-powers authority, and third-party turnkey)

2.1.1.7.2. Prepare 10-year pro forma reports under the various electricity supply scenarios, under sensitivity case assumptions, and under a customer phasing in approach.

2.1.1.8. Risk Analysis (Risks & Risk-Mitigation Measures)

- 2.1.1.8.1. Evaluate the financial risk to the City in the event of program failure or loss and financial safeguards that are recommended to be put in place to mitigate financial risk.
- 2.1.1.8.2. Evaluate the impacts on customers in the event of program failure or loss
- 2.1.1.8.3. Evaluate the financial risk associated with supply-demand mismatches and changes in market pricing under various portfolio scenarios
- 2.1.1.8.4. Analyze regulatory and legislative risk due to rule changes at the CPUC or changes in state law that affect CCA competitiveness
- 2.1.1.8.5. Analyze the CCAs ability to procure renewable energy in compliance with RPS standards as the number of CCAs in the State expands and related to changes in state law under SB 100, Chapter 312, Statutes of 2018
- 2.1.1.8.6. Evaluate any other legal, financial, or market risks

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2.1.1.8.7. Identify and provide analysis of an exit strategy for the CCA program

2.1.1.9. Governance Models

2.1.1.9.1. Evaluate various governance models (single-city, joint-powers authority, and third-party turnkey) for achieving program goals, management efficiency and effectiveness, financial impacts, and decision-making autonomy and discretion

2.1.2. Community Engagement

2.1.2.1. Community Engagement Events

2.1.2.1.1. Attend up to ten (10), 2-hour community outreach and engagement events to support city staff in the presentation of information on CCAs and gather input on the draft CCA feasibility study.

2.1.3. Additional Services

2.1.3.1. In general, any services related to the development of a CCA program identified as necessary during the course of the project, but not included in the scope above, may be considered to be additional services. Any additional services identified shall be negotiated with the Consultant. The Consultant shall not begin work on additional services until receipt of a written notice by the City to begin work via a Professional Services Agreement.



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**2.2 CITY RESPONSIBILITIES**

1. City will provide the Consultant with access to load data received from PG&E.

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**3.0 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 Proposers' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proposer's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proposers 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 Proposer's response to the Scope of Services.
- C. Such additional information that the Proposer may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and three (3) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.

**3.0.1 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.

**3.0.2 Minimum Experience Qualifications Summary**

- A. Desirable experience, knowledge, and skill may include, but are not limited to, the following:
  - 1. Experience with completing a CCA feasibility study for a California jurisdiction/entity
  - 2. Experience with electricity load data analysis
  - 3. Experience with market-based analysis for projected energy pricing
  - 4. Experience with rate setting/design and sensitivity analysis

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5. Knowledge of California energy markets, including legislation and regulations applicable to CCA programs, procurement processes, regulations regarding renewable portfolio standards, resource adequacy, and resource planning and management
  6. Knowledge of the CCA formation process in California, and knowledge of California laws and regulations governing CCAs
  7. Expertise in resource planning and energy procurement
  8. Experience with financial and economic analysis and modelling, and analysis of energy demand
  9. Knowledge of utility rate-setting and rate design
  10. Knowledge of energy efficiency and demand reduction programs, demand response, renewable technologies, and other programs and technologies that might present opportunities to CCA
  11. Experience analysis construction labor markets as they relate to the labor and clean energy goals of CCA
  12. Knowledge of California energy compliance reporting as it relates to CCA
- B. Provide a brief description of three (3) past projects of similar scope and size of the Scope of Work provided in this RFP. Include the following past project information:
1. Project name
  2. Project description and services provided
  3. Project location and date
  4. Budget for the project and total budget expenditure
  5. Schedule for the project (i.e. begin and finish time) – schedule performance
  6. Key deliverables provided
  7. Key personnel involved
  8. Sub-consultants employed

**3.0.3 Management/Method of Operation**

Provide detailed description outlining your firm’s approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

**3.0.4 References**

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

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**3.0.5 Financial Statement**

The Proposer 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.

Proposer shall submit a full and detailed presentation of the true condition of the Proposer's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the Proposer 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 Proposer 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 Proposer under federal bankruptcy law or any state insolvency, may be declared non-responsive.

**3.0.6 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.

**3.0.7 Proposal Fee (Under Separate Cover)**

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

**3.0.8** The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

**3.0.9** Material and data not specifically requested for consideration, but which the Proposer 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

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- 3.0.10** All proposals must be signed with the full name of the Proposer, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- 3.0.11** 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.
- 3.0.12** If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.
- 3.0.13** The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

**3.1 EVALUATION PROCEDURE AND CRITERIA**

The City is interested in selecting a qualified firm with the ability to provide a Community Choice Aggregation (CCA) Feasibility Study. A key component for the successful firm will be the ability to meet the City's performance desires 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 Proposers to make an oral presentation. During these presentations, the Proposer 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.

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

1. Proposer's ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;

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3. Proposer's Fee Schedule: completed and signed (under separate sealed cover);
4. Proposer's Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

**3.2 PROPOSED DEVELOPMENT COSTS**

The cost of preparing and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the City of Stockton.

**3.3 PROPOSER CONTACT**

Proposer shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

**3.4 CITY'S USE OF PROPOSAL MATERIAL**

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

**3.5 REJECTION OF PROPOSAL**

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proposer. The award will be made to the firm which, in the opinion of the City, is best qualified.

# PROPOSAL DOCUMENTS

- A) RFP – Community Choice Aggregation (CCA) Feasibility Study
- B) PUR 20-014
- C) July 2, 2020

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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**PROPOSER'S AGREEMENT**

In submitting this proposal, as herein described, the Proposer 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 Proposer hereby acknowledges that information provided by the City of Stockton 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

\_\_\_\_\_  
TITLE OR AGENCY

\_\_\_\_\_  
TELEPHONE NO./FAX NO.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS



**NON-COLLUSION**

**No. 1 AFFIDAVIT FOR INDIVIDUAL PROPOSER**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )ss.  
**County of** \_\_\_\_\_ )  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proposer 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 Proposer.

\_\_\_\_\_  
(Signature Individual Proposer)

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 PROPOSER**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )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 Proposer 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 Proposer.

\_\_\_\_\_  
(Signature Corporation Proposer)

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 CALIFORNIA,** \_\_\_\_\_ )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 Proposer 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 Proposer.

\_\_\_\_\_  
(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 \_\_\_\_\_

Signature \_\_\_\_\_

## EXHIBIT 'A' – INSURANCE REQUIREMENTS

### Insurance Requirements for Consulting Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if Consultant provides written verification it has no employees)***

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

#### Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a

primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

#### ***Primary Coverage***

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

#### ***Waiver of Subrogation***

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Consultant, its employees, agents and subcontractors.

#### ***Self-Insured Retentions***

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and

related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies (note – applicable only to professional liability)***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

### ***Verification of Coverage***

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

### ***Subcontractors***

Consultants shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Consultant shall include the following language in their agreement with Subcontractors: Subcontractors hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the contract documents and provide a valid

certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Consultant shall provide proof of such compliance and verification to the City upon request.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202



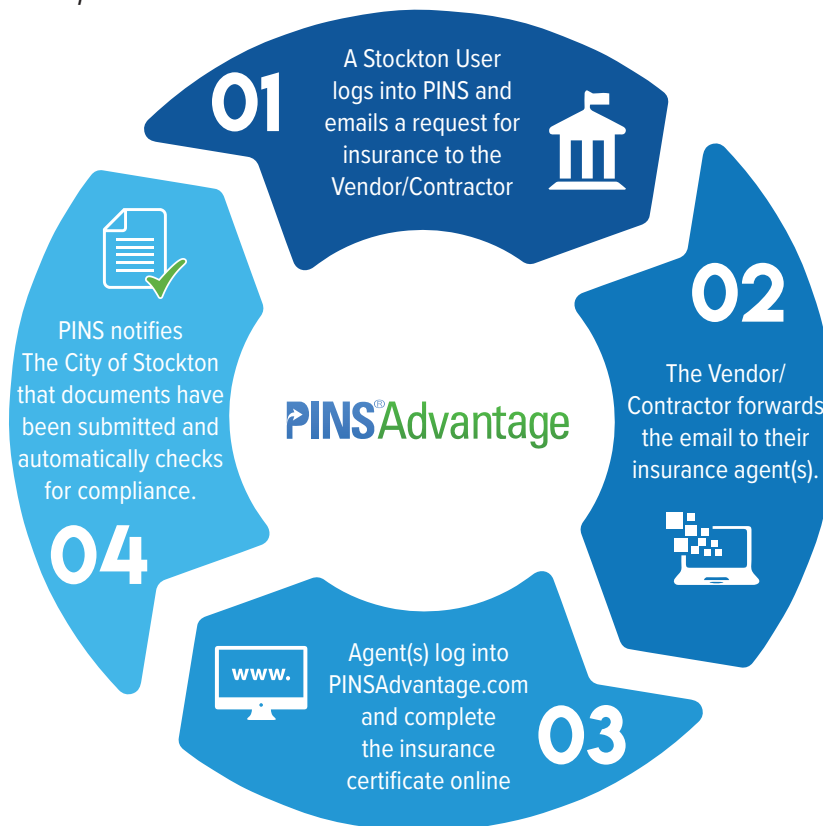
The City of Stockton is now using [www.PINSAdvantage.com](http://www.PINSAdvantage.com) to track Insurance Certificates and all related documents.

## WHAT IS THE PROCESS?

The PINS system starts with **The City of Stockton**. A **Stockton User** logs into PINS and emails a request for proof of insurance to the **Vendor/Contractor**. The **Vendor/Contractor** forwards the request email to their **Insurance Agent(s)**. The **Insurance Agent(s)** logs into [www.PINSAdvantage.com](http://www.PINSAdvantage.com) and completes the insurance certificate online.

**Note:** Vendors will receive the insurance request email from: [no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com)

*Thank you for your compliance!*



**PINS**Advantage

[www.pinsadvantage.com](http://www.pinsadvantage.com)  
+ 1 626 844 1838