

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
DEVELOPMENT CODE UPDATE
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 21-009)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, APRIL 22, 2021,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997 OR
ELECTRONICALLY AT CITY.CLERK@STOCKTONCA.GOV**

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PUR 21-009

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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 **Development Code Update (PUR 21-009)** in strict accordance with the specifications.

The City of Stockton invites proposals from qualified firms with expertise in leading a process resulting in an update of the City of Stockton Development Code codified as Title 16 of the City of Stockton Municipal Code (SMC). The City is seeking a Consultant Team to prepare a comprehensive Development Code update that is consistent with our current goals outlined in the City's Municipal Code, Title 16 and aligns with the Envision 2040 General Plan, including State of California housing laws. While necessarily a technical document, the update should facilitate development through plain language and common-sense regulations that are sensitive to Stockton's economic and social conditions. The City seeks a Consultant Team that will be familiar with the regulatory environment of the Central Valley and specifically City of Stockton. One aspect of this intent is to draft a "hybrid" development ordinance that incorporates a mix of form-based standards, and conventional or use-based development standards.

Proposal forms and specifications are available on the City's website at www.stocktonca.gov/adminbid and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, or emailed to City.Clerk@stocktonca.gov up to but not later than, **Thursday, April 22, 2021, at 2:00 p.m.**

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

Information on Process/Clarification

John Driscoll, Procurement Division
(209) 937- 8350
e-mail: stocktonbids@stocktonca.gov

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

Dated: March 25, 2021

ELIZA GARZA
CITY CLERK OF THE CITY OF STOCKTON

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PROPONENT'S CHECKLIST

Did You:

- * ___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 30 to 32 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," (under separate cover). This is not a City provided form.
 - * ___ Sign the "Proponent's Covenant" 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, no staples) and SEVEN (7) COPIES of all proposal documents. Additionally, submit one (1) USB with an electronic version of the proposal. Proponents may submit proposals electronically in PDF format.
 - * ___ Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid .
 - * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to City.Clerk@stocktonca.gov before **APRIL 22, 2021, 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.
 - A) **"RFP – TO PROVIDE DEVELOPMENT CODE UPDATE"**
 - B) **PUR 21-009**
 - C) **APRIL 22, 2021**

CONTACT INFORMATION:

Information on Process/Clarification
John Driscoll, Procurement Division (209) 937-8350 e-mail: stocktonbids@stocktonca.gov

*If not completed as required, your proposal may be rejected.

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

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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 proponents to present their qualifications and capabilities to provide **DEVELOPMENT CODE UPDATE (PUR 21-009)** 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, APRIL 22, 2021**, in the office of:

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

One (1) original and SEVEN (7) copies of the proposal shall be submitted. Additionally, submit one (1) USB with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "DEVELOPMENT CODE UPDATE for the City of Stockton (PUR 21-009)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

Proposals may also be submitted electronically to City.Clerk@stocktonca.gov.

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 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)

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1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Proponent 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 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.

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 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 RFP 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.

1.7 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

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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.

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 proponent 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 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 RFP 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 RFP shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: JOHN DRISCOLL
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 by **April 8, 2021**. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid by **April 15, 2021** and will become a part of the RFP. The proponent should await responses to inquiries prior to submitting a proposal.

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1.11 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.

1.12 INFORMAL PROPOSAL REJECTED

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.

1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. 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

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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 proponent.

Proponent must possess all necessary licenses to perform the work specified within these documents.

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

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 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.

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.

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 and its officers, employees,

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agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions 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. 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.

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.

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

Five (5) year contract.

1.21 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

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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.

1.22 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.

1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE

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

1.24 AUDITING OF 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.

1.25 PROPOSAL SECURITY

Every proposal offered shall be accompanied by an acceptable financial instrument (proponent's bond, certified or cashier's check) in favor of and payable to the City of Stockton for an amount not less than N/A. A proponent's bond shall be executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than N/A and no proposal shall be considered unless accompanied by such certified or cashier's check or proponent's bond.

If proponent elects to accompany their proposal with a proponent's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said proponent shall fail, neglect, or refuse to enter into a contract to said equipment, materials or services, then the amount therein mentioned in the proponent's bond accompanying the proposal of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said service, equipment or material, as hereinbefore provided within thirty (30) days of award, then the cashier's check, or certified check and the amount therein mentioned, accompanying the proposal of said person, firm, or corporation, shall be declared

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to be forfeited to said City; or, if non-complying proponent has accompanied their proposal with a proponent's bond, appropriate legal action to collect the proponent's bond shall be undertaken.

As information, the City will **NOT** accept company or personal checks for proposal security.

1.26 CONTRACT BONDS

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of **N/A** which shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.27 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.

1.28 AWARD

Upon conclusion of the RFP process, a contract may be awarded for Development Code Update for the City.

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.

1.29 LIQUIDATED DAMAGES

Liquidated damages in the amount of **N/A** dollars per day will be assessed per each working day over the **N/A** allotted for this project.

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1.30 PRODUCT OWNERSHIP

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

1.31 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.**

1.32 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 Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

1.33 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on **APRIL 1, 2021 at 9:00 a.m.** via Microsoft Teams. Interested Proponents should RSVP to stocktonbids@stocktonca.gov by **March 31st, 2021 at 12:00 p.m.** A link to the Microsoft Teams meeting will be emailed to all interested proponents who RSVP by the specified deadline.

1.34 PROPONENT'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 proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of

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risk to employees.

1.35 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 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

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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 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 1.10 of this document.

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2.0 BACKGROUND/GENERAL NATURE OF SERVICE

The City of Stockton invites proposals from qualified firms with expertise in leading a process resulting in an update of the City of Stockton Development Code codified as Title 16 of the City of Stockton Municipal Code (SMC). Proposals received through the RFP process will be reviewed by a selection committee comprised of City staff in the City of Stockton. The City is seeking a Consultant Team to prepare a comprehensive Development Code update that is consistent with our current goals outlined in the City's Municipal Code, Title 16 and aligns with the Envision 2040 General Plan, including State of California housing laws. While necessarily a technical document, the update should facilitate development through plain language and common-sense regulations that are sensitive to Stockton's economic and social conditions. The City seeks a Consultant Team that will be familiar with the regulatory environment of the Central Valley and specifically City of Stockton. One aspect of this intent is to draft a "hybrid" development ordinance that incorporates a mix of form-based standards, and conventional or use-based development standards.

Primary Work Product

Responsive proposals will describe the approach, process, and costs to:

- Complete a Comprehensive Development Code Update
- Plan and conduct associated public outreach and involvement activities
- Prepare applications, forms, and informational guides to include graphics/visuals for the new code.

2.1 SCOPE OF SERVICES

The City was incorporated on July 25, 1850, and under the charter adopted in 1923, operates under a Council-Manager form of government. The City is situated 345 miles north of Los Angeles and 78 miles east of the San Francisco Bay Area. It is the seat of San Joaquin County and serves an area of 60.8 square miles with a diverse population of approximately 316,000. The City government is divided into 13 departments, which provide services ranging from police and fire to public works, utilities, parks, recreation, and library services. Annually the City of Stockton Fiscal Year (FY) ends on June 30. The FY 2020-21 budget for the City is approximately \$787 million. The 2020-21 budget supports more than 1,700 positions.

2040 General Plan

On December 4, 2018, the City of Stockton City Council adopted the Envision Stockton 2040 General Plan. The 2040 General Plan reduced the urban land-use north of Eight Mile Road by nearly 3,000 acres east of Davis Road. This was the first time in Stockton's history that the urban footprint was reduced from the previous General Plan. In total, the urban footprint was reduced by approximately 8,000 acres, all of which were returned to Open Space/Agriculture designation.

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The Envision Stockton 2040 General Plan land-use map concentrated higher-intensity mixed uses and high-density residential uses in the downtown and greater downtown. Along the waterfront, future uses will promote a live/work/play environment to further boost the downtown's vitality. Outside of the downtown, industrial designations along major corridors shifted to the outer parts of the City to promote more walkable, bikeable, and connected commercial and mixed-use corridors. In South Stockton, the Commercial and Administrative Professional designations were expanded along South Airport Way and near Weston Ranch to provide more opportunities for the development of grocery stores and medical clinics, which are needed in these areas.

Throughout the 2040 General Plan, there are several new and updated Goals, Policies, and Actions that relate to updating the Development Code concerning land-use, transportation, safety, and community health. Six key goals that reflect the priorities of the Stockton community include:

- Regional Destination
- Strong Downtown
- Authentic Neighborhoods
- High-Quality Jobs
- Protected Resources
- Effective Planning

Role of City Staff

The City of Stockton's Community Development Department (CDD) includes Planning, Building, and Development Engineering staff. CDD works closely with the Municipal Utilities Department, Police Department, Fire Department, and Public Works Department on development activities within the City. A project manager has been assigned to the Development Code project and will be the Consultant's primary point of contact.

The City anticipates that members of the City's Planning Commission and City Council will play a significant role in the process by guiding and supporting the effort through a series of workshops, discussions, and public engagement opportunities.

Overview: Current Development Code

The City is looking for a consultant to perform a complete overhaul of its current Development Code to align with the newly adopted Envision 2040 General Plan as well as State housing law. The City anticipates the project requires a repeal and replacement of the existing code. The following is the state of the current Development Code:

- Has not been comprehensively updated for many years;
- Contains outdated standards;
- Inconsistent with the City's Envision 2040 General Plan;
- Language is not as clear and precise as it should be;

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- Code does not reflect recent changes resulting from legal decisions and changes to state laws;
- Has antiquated land-use classifications;
- Some sections of the code lack specificity or clarity, making enforcement difficult; and
- Has antiquated parking standards designed to facilitate an expanding city connected by a single mode of transport rather than infill development connected by multiple modes.

The City is currently in the process of amending select portions of Title 16 (Development Code) and the Stockton Zoning Map. The code and map changes are addressing immediate needs related to General Plan consistency, changes to State Law, and permit streamlining for processes hampering housing and job creation. These amendments will be conducted in phases and completed by 2021 calendar year. Staff anticipates that some of these internal revisions that are derived from the phased updates will be integrated into Development Code overhaul efforts.

STATEMENT OF SERVICES

With assistance from City Staff, the selected Consultant will conduct a public process to inform the development of a new Development Code for the City. The City anticipates that the Consultant will work with staff, the Planning Commission, Council, and the community to develop a hybrid development ordinance that incorporates a mix of form-based standards, and conventional or use-based development standards as appropriate depending on the area of the City.

Project Goals:

City staff has identified the following goals for the development code update effort:

- Implement Envision 2040 General Plan land-use policies
- Consistency with State and Federal law
- Intuitive, graphic, and user-friendly
- A transparent, predictable, and consistent update process
- Promote standards for high-quality design consistent with economic realities
- Respond to community concerns during the update process
- Promote infill, mixed-use, and transit-oriented development
- Update antiquated parking standards to facilitate an expanding city

Scope of Work:

The Consultant will develop a final work program in conjunction with City staff, however, the scope of work should include the following:

Background:

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The Consultant will review key background materials, current code efforts, and will join City staff on a minimum two-day tour of the community. At the end of this task, the Consultant will provide a summary of recommended changes to the current Development Code. Also, the Consultant shall prepare a proposed outline depicting the recommended format, content, and organization of the new development code. Key policy and regulatory documents to be referenced shall include, but are not limited to:

- Envision 2040 General Plan and EIR
- Master Development Plans and Specific Plans
- Existing Development Code
- Previous Development Code versions
- Citywide Design Guidelines
- Climate Action Plan
- Bicycle Master Plan 2017
- Active Transportation Plan (currently in development)
- Planned Development Projects
- Rough & Ready Island Development Plan
- Capital Improvement Plan (CIP)
- Countywide Land-Use Compatibility Plan (ALUCP)
- San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP)
- Miner Avenue Streetscape
- University Neighborhood Plan
- Waterfront Connections Plan
- Altamont Corridor Express (ACE) Neighborhood plans

The City is comprised of a variety of physical development patterns reflecting its growth since incorporation. As a result, the new code will require differing and specific regulations to address the patterns of the past, current conditions, and the future envisioned by the Envision 2040 General Plan. At the beginning of the project, the Consultant will work with City staff to identify these areas of desired and significant physical change, where different regulatory approach is desired, determine the appropriate development approach to these areas (e.g., form-based or conventional), and draft appropriate development regulations.

Public Participation Process:

The Consultant shall incorporate a public participation and outreach strategy designed to inform community stakeholders, the Planning Commission, City Council, and the public on the new development code. It will include, per phase: a minimum of three (3) community workshops and up to three (3) workshops with the Planning Commission based on the phases for the project and two (2) workshops with the Cultural Heritage Board dealing specifically with the Historic Preservation phase. For review and adoption of the new development code, the Consultant should assume two (2) Planning Commission meetings, and two (2)

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City Council hearings at a minimum. The Consultant shall be responsible for preparing all presentation materials for all workshops and meetings. The consultant must be experienced facilitators and lead the meetings and public outreach effort whether it be in-person or virtual.

The Consultant shall indicate in their proposal that they have or will have access to:

- A land-use expert in the field of parking standards that could be made available during community outreach meetings and/or sessions; and
- A historic preservation expert that could be made available during community outreach meetings and/or sessions.

The Consultant will provide resumes and past work experience for the land use expert in the field of parking standards and historic preservation expert. The qualifications will be reviewed as a part of the consultant's overall proposal.

The Consultant will recommend the approach for Citywide digital participation of public events through webcasting and polling devices, employing digital communications, computing, and visualization during the project, including approach that is modified due to the COVID-19 pandemic and modification that can be made.

The Consultant will provide scenario-making and assessment tools to create, compare, and communicate the differences between current Development Code and proposed choices. Consultant shall prepare content for periodic public updates for the City's website to keep the public apprised of the Development Code update. The Consultant shall provide all outreach materials for posting on the website.

The consultant will provide an approach to providing education and awareness to the community regarding the project through the maintenance of a website during the duration of the project. The proposal should include what technology would be used and maintained by the consultant. The proposal should include graphic design services, content creation for social media outreach of the project.

Proposals shall include a strategy or strategies to implement public outreach. An example of such a strategy is to implement the public outreach in three (3) phases, each focusing on a specific area/theme and its needs:

- Phase 1 – Downtown, Airport Way corridor, and the University of the Pacific (UOP) area.
- Phase 2 – Infill Housing Opportunities
- Phase 3 – Remaining City areas

Proposals shall include the consultant's plan to incorporate best practices and strategies that practice social and environmental equity. Consultant shall

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demonstrate how transparent, equitable and inclusionary practices shall be achieved.

Draft Development Code:

At a minimum, the comprehensive update of the City's development code should also address the following topics:

- Administration
- Permit Types
- Zoning Districts
- Overlay Districts
- Zoning Map
- Allowed Uses
- General Development Standards – by use, project and/or topic.
- Standards for Specific Uses and Activities
- Historic Preservation
- Definitions/Glossary
- Parking Standards
- Lighting Standards
- Noise Compliance Standards

In addition, the draft should address overall structural changes due to the more recently adopted 2040 General Plan goal, policies, and actions, as well as, incorporate recent code updates. Consultant shall also make recommendations for any sections of the Development Code that should be added and are typically considered a best practice industry-wide.

The Consultant shall identify a budget per phase as well as an overall budget. As noted below, the project schedule shall also identify the schedule for each individual phase.

The Consultant shall prepare the following documents:

- Administrative Draft (per phase)
- Public Review Draft (per phase)
- Revised Public Review Draft incorporating changes resulting from the hearing process and other outreach (per phase)
- Final Draft (per phase) of the code for presentation at the Planning Commission and City Council hearings
- Final Report of the Comprehensive Code (will include all three phases)

The Public Review Drafts, Final Draft, and Final Report will be fully formatted and will contain a range of graphics, diagrams, tables, and charts that complement and supplement the code. The process of going from Administrative Draft to Public Review Draft and to Final Draft will need to occur in close coordination with the

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City's Project Manager and will require frequent meetings and/or conference calls. Once the Final Draft has been approved by the City Council, the Consultant shall provide a final editable version that includes any changes approved by Council (Final Report).

Integration of the New Code into User-Friendly Formats:

The Consultant will work with City staff as well as its information technology vendors to ensure the new code is easily accessible to the public, interactive, and searchable. The documents submitted should not be password protected and should be able to be edited. The City uses Quality Code Publishing for its web platform for the development code and will also require the final version in the necessary format for web publishing.

Environmental Review/CEQA Documentation:

The Consultant shall prepare the appropriate California Environmental Quality Act (CEQA) document necessary for adoption of the updated development code. The Consultant shall first consider the use of CEQA Guidelines §15183. As directed by staff,, if CEQA guidelines are not viable, the consultant shall prepare a document that tiers off the recently completed 2040 General Plan EIR. If higher-level CEQA review is recommended, the consultant may partner with an environmental sub-consultant if they do not have the expertise in-house. As an option, the consultant should provide a separate budget line item for a General Plan Amendment to better align with the new development Code, if needed. The cost for any subconsultants should be included in the proposal amount.

Project Schedule:

The Consultant shall provide the City with an anticipated schedule for the work broken down by phase with a goal of completion by December 31, 2023, at the latest.

Deliverables:

The Code shall be delivered in an editable, consolidated, user-friendly format that clearly communicates standards and regulations. The Consultant shall provide the complete development code in electronic format (Word and PDF) for each draft:

- Code Diagnosis – (preceded by staff and community/stakeholder input)
- Administrative Draft – (Internal – staff review only)
- Public Review Draft – (Public document)
- Revised Public Review Draft – (Public document incorporating comments from meetings)
- Final Draft for final City Council hearings by December 31, 2023.

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Please note that if the proposal includes phasing, the deliverable documentation listed above will be required for each phase.

Once Council has approved the Final Draft, the Consultant shall update the development code to include Council-directed changes and then shall provide staff with electronic versions of the final development code (e.g., Word, PDF), and the original files from any other programs used such as Adobe In-Design, Trimble SketchUp, etc.

Regarding the environmental review, the Consultant shall prepare an initial draft and final version of the CEQA document. Five (5) hard copies and an electronic version shall be provided for each draft.

Additional Tasks:

The City is requesting proposals for the following tasks and studies. The cost of the items shall be listed separately in the project budget. These items would be considered additional items and should be budgeted separately.

Task 1 – Development Code Handbook:

The Consultant will prepare a simple user-guide/handbook for the public that explains how to use the new development code. The handbook should be easy to understand with graphics and examples that demonstrate how the public can navigate the code and find answers to frequently requested information (e.g., residential setbacks, lot coverage, commercial building signage, accessory structure standards, development standards, etc.). This shall be provided in editable PDF format that is internally hyperlinked for easy navigation within the handbook.

Task 2 – Infill Guidelines Handout:

The Consultant will prepare a handout that is specifically tailored for infill development strategies and design standards or guidelines. The goal will be to provide an easy to understand guide that will help facilitate and streamline infill development. The Consultant shall provide the report in electronic format (Word and PDF).

Task 3 – Objective Standards for Multi-Family Development Handout

The Consultant will prepare a handout that specifically outlines the objective standards that can be used when considering multi-family development projects. The document shall clearly identify when and how these standards may be used. The Consultant shall provide the report in electronic format (Word and PDF).

Task 4 – Residential Focused Handouts:

The Consultant will prepare handouts that are specifically tailored for residential customers (i.e. Accessory Dwelling Units, Fencing, etc.) that include standards or guidelines. The goal will be to provide an easy to understand guide that will help facilitate and streamline application processing. The handouts should be provided

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in an English and Spanish version. The Consultant shall provide the report in electronic format (Word and PDF).

Task 5 – Parking Study/Comparison

The Consultant will conduct and prepare a study focused on parking standards. The study should include comparisons to other similar jurisdictions and jurisdictions in the region. The Consultant shall provide the report in electronic format (Word and PDF).

Task 6 – Affordable Housing Incentives

The Consultant will provide a report that includes options for Affordable Housing incentives based on Envision 2040 General Plan and the proposed Development Code update. The Consultant shall provide the report in electronic format (Word and PDF).

Task 7 – Lighting Standards

The Consultant will provide a draft of Lighting Standards consistent with Envision 2040 General Plan and the adopted Development Code update. The Consultant shall provide the standards document in electronic format (Word and PDF).

Task 8 – Noise Compliance Standards

The Consultant will provide a draft of Notice/Compliance Standards consistent with Envision 2040 General Plan and the adopted Development Code update. The Consultant shall provide the standards document in electronic format (Word and PDF).

COMPENSATION

The City will negotiate a contract with the selected Consultant based on the following assumptions and conditions:

All services rendered as described in the Scope of Work, including all labor, equipment, materials, printing, travel costs and expenses, the Consultant shall be compensated on a time and expenses basis by task or phase for work completed. The cost for any subconsultants should be included in the proposal amount.

The not-to-exceed amount should be broken down by phase. A portion of this funding may come from a community grant (Senate Bill 2) that was awarded from the California Department of Housing and Community Development. The City and Consultant will be bound by the requirements of said grant.

RESOURCES

The following documents are available for viewing and download at the locations listed below:

Current Development Code (Title 16)

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<http://www.stocktongov.com/government/departments/communityDevelop/cdPlanDev.html>

2040 General Plan Update

http://www.stocktongov.com/files/Adopted_Plan.pdf

2040 General Plan EIR (Draft)

http://www.stocktonca.gov/files/EnvisionStockton2040GP_DEIR.pdf

Final 2040 General Plan FEIR and Mitigation Monitoring and Reporting Program

http://www.stocktongov.com/files/EnvisionStockton_FEIR.pdf

Climate Action Plan, August 2014

http://www.stocktongov.com/files/Climate_Action_Plan_August_2014.pdf

Citywide Design Guidelines

<http://www.stocktonca.gov/files/CityWideDesignGuidelines.pdf>

Bicycle Master Plan 2017

http://www.stocktongov.com/files/Bicycle_Master_Plan_2017-12-05.pdf

City of Stockton Master Development Plans

<http://www.stocktonca.gov/government/departments/communityDevelop/cdPlanEnv.html>

Countywide Land-Use Compatibility Plan (ALUCP)

<https://www.sicog.org/DocumentCenter/View/17/2009-San-Joaquin-County-ALUCP---Amended-January-2018?bidId=>

Rough and Ready Island Development Plan – to be provided
Capital Improvement Plan

<http://www.stocktongov.com/government/departments/adminservices/budCurYear.html>

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP)

<https://www.sicog.org/94/Habitat>

2.2 CITY RESPONSIBILITIES

1. City will provide access to City maps, conceptual drawings, records, studies, plans and other documents relating to the project.

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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 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) original and SEVEN (7) copies of your proposal/qualifications. Additionally, submit one (1) USB 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 Contents of the Proposal

At a minimum, the proposal shall contain the information outlined herein. Additional information that the applicant deems relevant to the selection process may be included; however, concise and focused submittals are strongly encouraged. By submitting a proposal, and unless otherwise stated, it is understood that the Consultant has reviewed the relevant information, and based on that review, the Consultant has developed an informed understanding of the projected scope of work and has satisfied itself with the applicable conditions and requirements expressed in those documents.

3.0.3 Consultant Background

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In two pages or less, provide a brief overview of the Consultant assuming contract responsibilities. All proposed sub-consultants must be identified.

3.0.4 Project Team

In addition to the Consultant Background section, provide an organizational chart that identifies all individuals and sub-consultants, if applicable, assigned to and responsible for the key elements of the work scope and their relationship to those elements. Indicate the number of hours each member has been budgeted and will be assigned to the project. Specifically, identify the personnel assigned to the following duties: the principal-in-charge; the project director and team leader, the daily project manager, the code organizer, lead writer, land-use and environmental expert, urban form and graphics, the public engagement expert, and administration. Though the roles may overlap, provide specific, professional qualifications for each team member. It is the City's intent to have the proposed project team committed to this project as a contract provision.

3.0.5 Individual Qualifications and Experience

In addition to the Consultant Background and Project Team sections, provide resumes for each key staff member. Provide up to three examples of recent public agency projects completed (or ongoing) by the proposed project team (include all staff members and sub-consultants). At least one of those recent projects shall include work on sign regulations after the *Reed v. Town of Gilbert* (2015) decision. For each relevant project:

- 1) indicate the Consultant's role and the staff members who were responsible for the cited project work
- 2) provide a brief description of the contract scope of work
- 3) state the contract amount and completion date
- 4) include the name, title, and phone number for each client reference

3.0.6 Statement of Understanding and Scope of Work

Proposals shall provide a statement of your understanding of the project by highlighting the primary issues and outlining your approach toward addressing those issues. Any recommendations regarding improvements to the process, to more effectively meet the City's stated objectives, should be emphasized in your proposal, as a clear means of demonstrating an understanding of the project requirements.

3.0.7 Schedule

Proposals shall present an overall project schedule showing milestones, deliverable dates, and the duration of each phase recommended.

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3.0.8 References

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

3.0.9 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.

Proponent shall 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.

3.0.10 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.

3.0.11 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.

Firms are requested to provide a fee proposal that presents the estimated fee. The fee proposal shall reflect the scope of work, term, and compensation conditions cited above.

Sufficient information shall be provided to justify the proposed fee and to serve as a basis for negotiating a contract. The fee proposal should identify personnel, estimated number of hours, and billable rates; type of equipment, hours, and rate; and any outside costs for each identified work element.

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Any Contract resulting from this solicitation will specify a maximum, not-to-exceed fee amount. Except in the unusual situation wherein the Consultant encounters circumstances that could not be reasonably anticipated, the City will not authorize payment beyond this amount. In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a “not-to-exceed” figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances that may be encountered during project execution and completion.

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

3.0.13 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

3.0.14 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.

3.0.15 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.

3.0.16 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.

3.0.17 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 Development Code Update. 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 proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate

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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.

The panel shall score finalists on a 100-point scale based on criteria that include:

- Relevant Experience of Firm/Project Team (25 pts)
- Proposed Scope of Work (25 pts)
- Understanding of the Issues (20 pts)
- Public Outreach Process (15 pts)
- Clarity of Presentation/Interview (10 pts)
- Cost (5 point)

Please note that if the Consultant does not have in-house expertise to prepare the CEQA document necessary for the adoption of the new development code, or any other portion of the scope of work, the Consultant may select a sub-consultant to perform that work. However, the City reserves the right to accept or reject that sub-consultant based on their qualifications and experience.

The Panel will evaluate proposals based on, but not limited to, the following criteria:

1. Proponent's ability to provide all services as outlined in the Scope of Services;
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 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 proponent and shall not be chargeable in any manner to the City.

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3.3 PROPONENT CONTACT

Proponent 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 Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENTS

- A) RFP – DEVELOPMENT CODE UPDATE
- B) PUR 21-009
- C) APRIL 22, 2021

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

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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

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

NON-COLLUSION

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

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 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 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 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 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 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 _____

Signature _____

EXHIBIT 'A' – INSURANCE REQUIREMENTS

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. 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). Please see attached flyer regarding PINS Advantage.

Exhibit A: 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, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT 'B' – SAMPLE CONTRACT

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and ("Contractor") to provide as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on:

Terminates on:

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

(a) Exhibit A – Statement of Work

(b) Exhibit B – Insurance

(c) Exhibit C – General Terms & Conditions

(d) Exhibit D – Professional Services Special Terms & Conditions

(e) Exhibit E – Compensation Schedule

(f) Exhibit F – Timeline

(g) Exhibit G - Special Funding Terms & Conditions CARES (If applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

**EXHIBIT A
STATEMENT OF WORK**

1. Project Objectives

1.1 (Type the Project objectives)

2. Project Scope

2.1 (Type the Project Scope in detail including location of Work, resources, equipment and facilities needed.)

3. Specifications

3.1 (If applicable and the project has specifications, insert the specifications into this section.)

4. Major Deliverables

4.1 (Type the major deliverables in detail)

5. Tasks That Support the Deliverables

5.1 (In detail, describe the Tasks that support the deliverables and which party will complete them.)

6. Internal and External Standards and Guidelines

6.1 (If applicable and the project has internal and/or external standards or guidelines, insert them into this section.)

7. Criteria of Acceptance for Deliverables

7.1 (Type criteria used to determine whether deliverables are acceptable, how they will be accepted, and who will accept them.)

8. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____

City: City of Stockton
Attn: City Manager

425 N. El Dorado Street
Stockton, CA 95202

9. Key Personnel

(If applicable, type the name and contact information Key Personnel working on the Project.)

10. Option to Renew.

(If an option to renew is applicable, keep this clause and type the specifics as to how many renewal terms e.g. two one-year renewals, etc.)

The term of the Agreement may be extended up to _____ by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed __ years.

SAMPLE

**EXHIBIT B
INSURANCE**

(RESERVED FOR CITY'S INSURANCE PROVISIONS APPROVED BY RISK)

SAMPLE

(Rev. 10.30.18)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. 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 officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions 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.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$_____ (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 **Subcontractor Costs:** Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed _____%.

2. **Task Price.** Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1		\$
2		\$
3		\$
TOTAL PRICE		\$

3. **Hourly Rates.** The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
		\$
		\$
		\$
		\$
		\$
		\$
		\$

4. **Additional Fees.** Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	\$

5. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton _____ Department
Attention: _____
425 N. El Dorado Street
Stockton, CA 95202

SAMPLE

EXHIBIT F

TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 (insert deliverable title) (insert duration i.e. 1 week)

1.1.2 (insert deliverable title) (insert duration i.e. 1 day)

1.1.3 (insert deliverable title) (insert duration i.e. 3 weeks)

Exhibit G
CARES Act
Special Funding Terms and Conditions

The City has entered into this Agreement using funds governed by the Coronavirus Relief Fund. The funding available is governed under section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund"). Under the CARES Act, the Fund is to be used for payments for specified uses to certain local governments.

The following terms and conditions are applicable for the funds governed by the CARES ACT only. These special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

Where any portion of the GTC is in conflict to or at variance with any provisions of the CARES Act Special Funding Terms and Conditions of the Agreement, then unless a different intention stated, the provision(s) of the CARES Act Special Funding Terms and Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the CARES Act Special Funding Terms and Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The CARES Act Special Funding Terms and Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC. In consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

1. SURVIVAL OF PROMISES. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.
2. SEPARATE ACCOUNTING. Contractor shall establish a separate account for all funds specified in this Agreement and shall use the funds to purchase necessary supplies, defray travel, and will employ the necessary personnel to perform the Work specified in this Agreement. Contractor shall also establish and maintain, if applicable, such accounting and documentation of matching expenditures of the Contractor to satisfy the requirements of the project.
3. AUDIT. The City, and any other appropriate government agencies authorized by law, or their duly authorized representatives shall, until five (5) years after final payment under this Agreement, have access to any of the Contractor's records related to this Agreement, at the Contractor's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Agreement, or c) costs and expenses of this Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
4. AUTHORIZED USE OF FUNDS. The Contractor shall use or expend the funds provided by this Agreement only for the purposes for which they were appropriated. Further, the funds provided by the City shall be used by the Contractor only for the purpose and activities specified in the Agreement, including associated attachments and exhibits which are attached hereto and incorporated herein by reference as if fully set forth herein.
5. COMPLIANCE WITH COST PRINCIPLES AND RELATED REGULATIONS. The Contractor shall not be reimbursed for expenditures under this Agreement that do not comply with the CARES Act and Related Regulations that are incorporated.

6. PUBLICATIONS. The Contractor shall be free to publish results of the Work provided that the terms of the project are met and the review copies of materials intended for publication are submitted to the City's project Director at least 15 days prior to publication.
7. DELAYS. Contractor shall notify the City promptly of any expected delay in performance of services. However, Contractor shall not be liable for delays in performance beyond reasonable control.

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