

# CITY OF STOCKTON



## REQUEST FOR PROPOSALS (RFP) PUR 21-036 LOUIS PARK SOFTBALL COMPLEX & MISTY HOLT SINGH SOFTBALL COMPLEX CONCESSIONAIRE AT MISAI PARK

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,  
APRIL 7, 2022, IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425  
NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

**REQUEST FOR PROPOSALS (RFP)**  
**LOUIS PARK SOFTBALL COMPLEX & MISTY HOLT SINGH SOFTBALL**  
**COMPLEX CONCESSIONAIRE AT MISAI PARK**

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

<b>RFP INFORMATION</b>	
<b>PUR-21-036</b>	
Contact	Susan Garcia
Email Address	<a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a>
Optional Pre-Submittal Meeting	<p>February 24, 2022; Time: 10:00 AM; Location: Louis Park Softball Complex, 3121 Monte Diablo Ave., Stockton, CA 95203</p> <p>February 24, 2022; Time: to begin immediately after the conclusion of the meeting referenced above; Location: Misty Holt Singh Softball Complex, 9550 Ronald E. McNair Way, Stockton, CA 95210</p>
RFP Submittal Mailing, Delivery Address and Electronic Mail	<p>Office of the City Clerk            425 North El Dorado Street, First Floor            Stockton, CA, 95202-1997  <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a> (if applicable)</p>
Due Date for Questions and Clarifications	March 9, 2022, 4:00 PM Local Time
Due Date for Response to Questions/Clarifications	March 23, 2022
RFP Submittal Due Date & Time	<p>April 7, 2022; no later than 2:00 PM Local Time</p> <p>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.</p>
Short-List Interviews (if applicable)	N/A

## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, April 7, 2022, at 2:00 pm (local time)** by the City of Stockton, California for Louis Park Softball Complex & Misty Holt Singh Softball Complex Concessionaire at Misai Park – PUR 21- 036 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from firms or individuals, herein after referred to as “Proponent” to provide Concessions for the City’s Louis Park Softball Complex and Misty Holt Singh Softball Complex. The City is seeking a Concessionaire to provide all equipment, materials, supplies, and personnel necessary to operate concession services at both softball complexes for all scheduled events unless otherwise requested by the City.

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

**Proposal forms and specifications are available on the City’s website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid).** Two optional job walks are scheduled for February 24, 2022. The City’s Louis Park Softball Complex, job walk is scheduled at 10:00 AM. The job walk at the Misty Holt-Singh Softball Complex at Misai Park will immediately follow. Interested Proponents arriving late will not be admitted. The addresses are as follows:

Louis Park Softball Complex  
3121 Monte Diablo Ave  
Stockton, CA 95203

Misty Holt-Singh Softball Complex  
9550 Ronald E McNair Way  
Stockton, CA 95210

Sealed proposals must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202 unless electronic mail delivery to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov) is applicable. Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud.

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

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

ELIZA GARZA, CMC, CITY CLERK  
CITY OF STOCKTON

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## 1.0 BACKGROUND/SUMMARY

The City of Stockton is soliciting proposals from qualified Concessionaires to operate and manage concession stands at both of the following locations: Louis Park Softball Complex (3121 Monte Diablo Ave) and Misty Holt Singh Softball Complex at Misasi Park (9550 Ronald E McNair Way) during regularly scheduled City tournaments and games.

The Fields at Misasi Park is part of a joint use project with the Lodi Unified School District and McNair High School. The facility is in an enhanced school zone, absolutely no use or possession of drugs, alcohol, tobacco, or weapons will be tolerated.

This solicitation is for privately operated and owned portable concessions stands at either or both facilities according to the terms and conditions of this solicitation.

Contractor shall provide all equipment, materials, supplies, and personnel necessary to operate concessions according to the required hours of operation at both locations for all scheduled events unless otherwise requested by the City.

The City has entered into an exclusive pouring rights agreement with Coca Cola Co. for both softball complexes.

## 2.0 SCOPE OF SERVICES

Louis Park Softball Complex is home to more than 35-55 adult softball games per week (Monday-Friday) from March through November and an average of 10-20 youth and adult weekend tournaments scheduled from March through November.

Misty Holt-Singh Softball Complex at Misasi Park is home to 20-30 youth softball games per week (Monday-Thursday) in March through July; and 32 weekend tournaments scheduled from February through November.

Successful Proponent shall provide all equipment, materials, supplies, and personnel necessary to operate concessions according to the required hours of operation at both locations for all scheduled events unless otherwise requested by the City.

Successful Proponent shall provide maintenance to all equipment and janitorial services to the immediate concession stand. All equipment, furniture, fixtures, and equipment owned by concessionaire must be removed at termination and facility must be left in as good or better condition than original condition

Successful Proponent shall conduct operations of the facility in accordance with all applicable local, state, and federal laws, and regulations.

Successful Proponent shall secure and pay all taxes, licenses, insurance, and permits for concession operation.

Successful Proponent shall maintain fair and competitive prices for quality food and drink items sold. Beer and wine sales are currently permitted at Louis Park only. The Contractor must comply with the City's exclusive pouring rights agreement with Coca Cola at both locations. Menu and pricing for the first year of service will be approved by the City during initial contract negotiations. For subsequent years, menu and pricing will be approved annually by City prior to January 15 of each year of the term.

Successful Proponent shall maintain service areas in a clean and sanitary condition.

No alternations of facilities allowed.

No glass containers shall be provided to customers.

Alcohol is currently allowed for sale at the facility at Louis Park. The vendor must have all required licenses to sell alcohol and be in compliance with local, state and federal rules. If alcohol is sold, Successful Proponent shall have alcohol liability insurance. No alcohol is allowed at Misasi Park as it is a school joint use project site.

No vending machines allowed on premises unless approved in writing by Director of Community Services.

All advertising and signage must be approved in writing by Director of Community Services

Successful Proponent shall be responsible for removing garbage from site.

If Proponent Fee Schedule includes a percentage of gross revenue as payment to the City, Successful Proponent shall provide monthly and annual profit/loss reports, revenue reports, and balance sheets to the City. Successful Proponent shall keep true and accurate records of all gross income and other back up documents reasonably necessary to verify the accuracy of the reports provided and certified to the City. Annual reports will be due 45 days after the end of the calendar year.

Concession facilities shall be open for service no less than 30 minutes before the start of the event (start of game or tournament) and shall provide continuous service until the end of the last game at each day/night in which regularly scheduled events are scheduled and conducted.

### 3.0 PROJECT SCHEDULE OF EVENTS

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

### 4.0 SUBMITTAL REQUIREMENTS

#### 4.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT

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

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references, and thoroughness of the Proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and four (4) 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.
- E. The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.
- F. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the Proposal but may appear only in an "Additional Data" section. This has specific reference to the following types of data: Generalized narrative of supplementary information; and Supplementary graphic material.
- G. All proposals must be signed with the full name of the Proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- H. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.
- I. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.
- J. All addendums must be signed and submitted with the proposal response.
- K. Successful Proponent's personnel who are to perform duties as set forth within must have, prior to assuming duties, sufficient food services and customer service training to meet the minimum requirements necessary to perform their duties.
- L. Successful Proponent's, their employees, invitees, suppliers, and contractors shall conduct business in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. All Contract employees must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations, and policies developed by the vendor and approved by the Director of Community Services.



#### 4.2 COVER LETTER

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

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

- A. The names of the key members of the consultant team;
- B. The mailing address, telephone number, and the name of the main point of contact for the consultant team;
- C. A summary of the firm's experience and qualifications as it pertains to this solicitation and scope of work, and the significant advantages to selecting your firm;
- D. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents;
- E. A signature on all addendums issued against this solicitation to acknowledge receipt any addendum(s) to the solicitation document.

#### 4.3 REFERENCES

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

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

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

#### 4.4 FINANCIAL STATEMENT

The Proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

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.

#### 4.5 CORPORATE STRUCTURE, ORGANIZATION

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

#### 4.6 PROPOSAL FEE

Submit the proposal fee under sealed, separate envelope. Do not include with the technical proposal response. Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal as specified. Proponent Fee Schedule should identify how Proponent will pay the City a rent and a percentage of total gross receipts (PGR) at each point of sale at each location. Finalist's fee structure may be subject to negotiation.

### 5.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide the necessary services requested in this solicitation. A key component for the successful firm will be the ability to meet the performance desires of the City while minimizing the cost.

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

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

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

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

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

## 6.0 CITY REQUIREMENTS

### 6.1 CITY RESPONSIBILITIES

1. City will provide access to City maps, and other documents relating to the project.
2. The City will provide electric and water hookups to the concession stand.
3. The City will allow proper ingress/egress to the concession stand.
4. The City will provide an annual calendar of tournaments and leagues.
5. The City will be responsible for maintenance and City authorized improvements of concession area.

### 6.2 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

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

### 6.3 OPTIONAL PRE-SUBMITTAL MEETING

See page *i* for date and times of optional pre submittal meeting.

### 6.4 TERM

The term of the awarded contract will be for five (5) years with two (2) additional three (3) year options to renew.

### 6.5 OTHER GOVERNMENT AGENCIES

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

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

### 6.6 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

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

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

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

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

#### 6.7 APPLICABLE LAW

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

#### 6.8 METHOD OF PAYMENT

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

#### 6.9 NOTICE TO OUT OF STATE BUSINESS

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

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

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

#### 6.10 CONFIDENTIALITY

If Proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal

which the Proponent believes to be protected from disclosure. The Proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

## 6.11 PROTEST POLICY

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

### 6.11.A Protest Procedure

- 6.11.1 All protests must be in writing and stated as a formal protest.
- 6.11.2 A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
- 6.11.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.11.4 The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
- 6.11.5 Protests must be filed with the City's Chief Financial Officer, or designee, 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.
- 6.11.6 Deliveries of the protest by hand, mail, email or fax are acceptable.
- 6.11.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
- 6.11.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

### 6.11.B Protest Review

- 6.11.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 6.11.2 The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's, the decision is mailed to the protesting party.

- 6.11.3 The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
- 6.11.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 6.11.5 The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
- 6.11.6 If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- 6.11.7 The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, Proponents, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist by emailing [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov).

## 7.0 GENERAL REQUIREMENTS, TERMS & CONDITIONS

### 7.1 CONSEQUENCE OF PROPOSAL SUBMISSION

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

### 7.2 ACCEPTANCE OR REJECTION OF PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal

if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

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

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the 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.

### 7.3 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Proponent of any material changes by posting on the City's website. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid). Failure of any Proponent to not have received such information and/or clarifications/questions/answers shall not relieve such Proponent from any obligation under his/her proposal as submitted.

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

### 7.4 CANCELLATION

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

### 7.5 EXAMINATION OF PROPOSAL MATERIALS

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

## 7.6 ADDENDA AND INTERPRETATION

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

CITY OF STOCKTON  
ATTN: SUSAN GARCIA  
PROCUREMENT DIVISION  
400 E MAIN, 3<sup>RD</sup> FLOOR  
STOCKTON, CA 95202  
stocktonbids@stocktonca.gov

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

## 7.7 DISQUALIFICATION

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

## 7.8 CONDITIONS IF WORK IS SUBCONTRACTED

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

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



## 7.9 LICENSING REQUIREMENTS

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

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

## 7.10 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton and 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. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

## 7.11 COMPETITIVE PRICING

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

## 7.12 AVAILABLE FUNDING

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

## 7.13 TERMINATION FOR CONVENIENCE

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

## 7.14 AUDITING CHARGES AND SERVICES

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

## 7.15 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Proponent or as recommended by the Proponent's project

manager, pursuant to the adopted City of Stockton Standard Specifications.

#### 7.16 AWARD

Upon conclusion of the RFP process, a contract may be awarded to one or more Concessionaires to operate the Louis MHS Softball Complex 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.

## 8.0 PROPOSAL DOCUMENTS

<b>LOUIS PARK SOFTBALL COMPLEX &amp; MISTY HOLT SINGH SOFTBALL COMPLEX CONCESSIONAIRE</b>	
<b>PUR-22-001</b>	
<b>SUBMITTAL DUE: THURSDAY, APRIL 7, 2022, AT 2:00 PM</b>	
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a> (if applicable)
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

## ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

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

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 AND PLACE IN THE FRONT OF YOUR PROPOSAL).
- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- ✓ Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatorem.
- ✓ Include your proposal, as outlined in these specifications.
- ✓ Submit one (1) ORIGINAL (unbound, no staples) and four (4) COPIES of all proposal documents. Additionally, submit one (1) USB with an electronic version of the proposal or electronically to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov).
- ✓ Review, print and sign all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and submit with proposal response.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov).

ATTACHMENT B- PROPONENT’S COVENANT

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

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

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FIRM

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ADDRESS

---

SIGNED BY & DATE

---

TITLE OR AGENCY

---

PHONE/FAX NUMBER

---

EMAIL

ATTACHMENT C - NON-COLLUSION AFFIDAVIT  
AFFIDAVIT FOR INDIVIDUAL PROPONENT

**No. 1**

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

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

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

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

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

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**No. 2**

AFFIDAVIT FOR CORPORATION PROPONENT

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

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

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

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

Seal \_\_\_\_\_

Signature \_\_\_\_\_

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**No. 3**

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

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

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

(insert)

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

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

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

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

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

Seal \_\_\_\_\_

## 9.0 PROPOSAL EXHIBITS

### 9.1 Exhibit 0 – HR 40

### 9.2 Exhibit 1 - Insurance

.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.

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

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

This project is subject to Insurance Requirements for CONCESSIONAIRE

Visit the following website to review the appropriate insurance requirements for this solicitation:

<http://www.stocktonca.gov/government/departments/humanResources/riskServices/insurance.html>

- a. Summary - Indemnity and Insurance Requirements Checklist
- b. Block Party/Street Closure
- c. Chemical Vendor
- d. Construction Contracts
- e. Encroachment Permits
- f. Environmental Services Including Lead and Asbestos
- g. First Fill Prescription Information Sheet
- h. IT Professional Services
- i. IT Vendor Services
- j. Lessees - Not for Daily or Short-Term Rentals
- k. License and Maintenance Agreements
- l. Most Contracts - Not for Professional Services or Construction
- m. Professional Services
- n. Rental of Facilities
- o. Special Event Security Vendors
- p. Subdividers



q. Training Instructors

### 9.3 [Exhibit 2 – Sample Contract](#)

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