

JULY 1, 2022

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 22-014

OPERATIONS AND MAINTENANCE FOR ARNAIZ SOFTBALL COMPLEX

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,
AUGUST 18, 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)
PROJECT TITLE/DESCRIPTION

Dates and Times are Subject to Change

RFP INFORMATION	
PUR-22-014	
Contact	Alexandria De Lashmutt
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	See OPTIONAL Site Tour below.
OPTIONAL Site Tour	July 14, 2022; 11:00 AM PST; 3293 E. Morada Lane, Stockton, CA 95212
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov (if applicable)
Due Date for Questions and Clarifications	July 22, 2022, 5:00 PM PST
Due Date for Response to Questions/Clarifications	August 4, 2022; 5:00 PM PST
RFP Submittal Due Date & Time	August 18, 2022; 2:00 PM PST 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.
Short-List Interviews (if applicable)	TBA
Bid Security & Bonds	<input type="checkbox"/> Bid Security <input type="checkbox"/> Bonds
Labor Compliance	<input type="checkbox"/> DIR Registration <input type="checkbox"/> Contractor's License

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, August 18, 2022, at 2:00 PM (local time)** by the City of Stockton, California for **Operations and Maintenance for Arnaiz Softball Complex – (PUR 22-014)** in strict accordance with the specifications.

The City of Stockton (City) is soliciting proposals for full service (operations, repair, maintenance) facility management agreement for its Arnaiz Softball Complex (Complex), located in Stockton, California. The City's intent is that the Complex be used to its full capacity to serve the community for recreational and competitive, women and girls softball training, games, and tournaments. It is expected that the Operator be responsible for the management and operation of the Complex, including, but not limited to, full scheduling of training, games, and tournaments, marketing, maintenance of entire grounds (including grandstand structure, field, pedestrian areas, and booth), custodial and janitorial duties, garbage removal, and concession sales. The selected Operator will be responsible for all expenses (for all duties, including electrical, natural gas, and water) to operate the Complex; while providing the City with a monthly payment. 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. Proposers are hereby notified that the successful proposer and any subconsultant under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations.

Proposal forms and specifications are available on the City's website at <https://www.stocktonca.gov/services/business/bidflash/default.html>. An OPTIONAL PRE-SUBMITTAL MEETING is scheduled for Thursday, July 14, 2022, 11:00 AM, at 3293 E. Morada Lane, Stockton, CA 95212. 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 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 Alexandria De Lashmutt at 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's Community Services Department, Recreation Division is responsible for oversight of the facility management contract for the City of Stockton's Arnaiz Softball Complex (Complex) which includes the Arnaiz Stadium, Fields, Softball Complex Buildings, and all related improvements. The Complex located in North Stockton at 3293 Morada Lane, is approximately a 9.51-acre sports complex for women and girls softball with four regulation fields, permanent bleachers, portable bleachers, central building hosting a concession stand area, outside field fences, equipment, garage, paved and striped parking lots governed by a subdivision agreement, field entrance, gate, maintenance gates, and ingress-egress gate along Morada Lane which is included as Attachment 1. In 2009, the Complex was purchased from Morada Investment with Special Benefit Assessment District fund proceeds (accumulated mostly from interest earnings). The terms of the sale provided continued operations of the Complex by Morada Investments until 2012 with two additional one-year options. John Fuhrman operated the Complex from 2008 until 2013 on behalf of Morada Investments. In 2013, the City signed an Assignment and Release Agreement with Morada Investments and John Fuhrman, assigning the operational agreement directly to John Fuhrman. The existing contract for the Complex is set to expire on August 31, 2022.

The City of Stockton (City) is soliciting proposals for a full service (operations, repair, maintenance) facility management agreement for its Complex, located in Stockton, California.

The Complex parcel map is impacted by a recorded Subdivision Agreement with Aspire Public Schools. The Aspire Public Schools have greatly expanded facilities and enrollment in the subdivided parcel adjacent to the Stadium. With limited parking options, the co-located facilities now operate the ingress and egress for the Complex. It is the City's intent that the Complex be used to its full capacity to serve the community for recreational and competitive softball training, games, and tournaments for youths and adults.

2.0 SCOPE OF WORK

It is expected that the successful proponent (Proponent) shall be responsible for the management and operations of the Complex, including, but not limited to, maintenance and repair, the full utilization of the Complex, scheduling of training, games, tournaments, marketing, maintenance of entire grounds (including grandstand structure, field, pedestrian areas, and booths), custodial and janitorial duties, garbage removal, and concession sales. The successful Proponent shall be responsible for all expenses for all duties, including electrical, natural gas, and water to operate the Complex while providing the City with a monthly payment.

2.1 OPERATION, MANAGEMENT, MARKETING, MAINTENANCE, AND STAFFING OF COMPLEX

2.1.1 Day to Day Management of Complex. The Proponent shall have sole responsibility for the day-to-day operations, management, marketing, maintenance, and staffing of the Complex. Proponent shall implement youth and adult softball practices, tournaments, clinics, training, exhibition games and League play for softball. If there are opportunities for activities beyond these responsibilities, Proponent shall communicate opportunities with City representative.

2.1.2 Staffing Guidelines and City Fingerprinting Policy. Using terms of the City's Directive HR-40 (Attachment 2), Proponent shall hire all personnel necessary to perform the services for the management, operation, and maintenance of Complex. Any individual who has been convicted of certain criminal offenses (disqualifiers as set forth in below) is not eligible to work or volunteer at the Complex. In addition, if any of Proponent's employees or volunteers are subsequently found to have a disqualifying conviction, that employee/volunteer shall not be allowed to perform any further work or volunteer services and shall be removed immediately.

The disqualifying criminal convictions are as follows: Any of those offenses identified in California Public Resources Code, section 5164 except for California Penal Code sections 211, 215, 236 and 240, provided, however, that any individual who has been convicted of violating Penal Code sections 211, 215, 236 or 240 may, in the sole discretion of the Proponent or the City, nevertheless be ineligible to work or volunteer for the Proponent at the Complex.

All employees and volunteers of the Proponent who will be working/volunteering at the Complex are required to submit fingerprints in a manner authorized by the State of California Department of Justice and Proponent shall be responsible for all costs associated therewith. Proponent shall confirm in writing to the City that its employees and volunteers who will be working/volunteering at the Complex are following this section prior to the first day of operation, and annually thereafter, and shall confirm to City in writing (Attachment 3) that any new employees or volunteers at the Complex are likewise in compliance with this section.

In addition, if any of Proponent's employee(s)/volunteer(s) assigned is/are subsequently found to have a disqualifying conviction, that/those individuals shall be immediately removed from the Complex and shall not be allowed to perform any further work at the Complex. If Proponent is subsequently found to have an employee with a disqualifying conviction, the resulting contract may be immediately terminated by the City. Proponent shall certify in writing annually that neither the Proponent, nor any of the employees or volunteers of Proponent has been convicted of any offenses specified in California Public Resources Code section 5164 or Directive HR 40- Fingerprinting (Attachment 2).

2.1.3 Title VI of the Civil Rights Act and Non-Discrimination. 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 funding assistance." 42 USC Section 2000d. [http: www.dol.gov/oasam/regs/statutes/titlevi.htm](http://www.dol.gov/oasam/regs/statutes/titlevi.htm).

The City of Stockton is committed to complying with the requirements of Title VI in all of its federally funded programs and activities.

In performing services under this Agreement, Operator shall not discriminate in the employment or application of employment of employees or in the engagement of any contractors or subcontractors on the basis of race, color, religion, sex, marital status, national origin, ancestry, age, or any other criteria prohibited by law. Operator agrees to comply fully with all applicable federal, state, local laws, ordinances, executive orders, and regulations which prohibit discrimination.

The City of Stockton has a Discrimination and Harassment Policy (Attachment 4). The purpose of the policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly

prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

2.1.4 Use of City Property. Proponent shall not use the Complex, its improvements (including equipment, instruments, and supplies) or City personnel for any purpose other than the performance of the obligations as specified herein.

2.2 SUBMISSION OF REPORTS

2.2.1 Annual Program Operation Plan. The Proponent shall provide an Annual Program Operation Plan (Plan) for the City's review and written approval. The components shall be mutually agreed upon. The purpose of the Plan is to ensure the Complex is used to its full potential and achieve City's goal to serve the needs of the Community. The Plan shall be submitted to the City by October 31st of each year. The Plan may include, but will not be limited to, the following components:

- A. Management Policies,
- B. General Operating Hours,
- C. Fees,
- D. Security Plan,
- E. Signature of Compliance for HR-40 (Attachment 3),
- F. Narrative description of proposed use (day to day operations and schedule, listed hours of operation, a complete listing of activities, including classes, special events, community outreach programs, sporting events, Complex rentals, clinics, community workshops, trainings, and other opportunities),
- G. Quarterly Report Format (identified goals, measurable objectives, program descriptions with categorized activity listings, monthly utilization data, demographic data, program implementation data),
- H. Annual Inventory List,
- I. Finalized Annual Calendar of Prior Year, and
- J. Recommendation for Capital Improvements and Capital Equipment.

2.2.2 Quarterly Report. Proponent shall submit to the City four (4) Quarterly Reports 15-30 days after the end of each quarter. Review of any issues, work orders, and other concerns will be held at quarterly meetings between the City and the successful proponent. The Quarterly Report may include, but will not be limited to, the number of participants and spectators served, number of games played, number of rentals, number of tournaments and new equipment or changes to the Annual Inventory List in Section 2.2.1 Annual Program Operation Plan.

2.3 COMPLEX REGULAR PROGRAMMING AND QUARTERLY SCHEDULES; COMMUNITY OUTREACH

2.3.1 Facility Use Agreements. Proponent shall be responsible for negotiating and entering Facility Use Agreements with the renters and users of the Complex. Proponent shall be responsible for developing the form of each Agreement. Proponent shall also follow the City of Stockton’s Risk Services and contract compliance requirements for users at a City property.

2.3.2 Booking and Scheduling. Proponent shall be responsible for marketing, booking, and scheduling of all events held at the Complex. All activity, booking, and scheduled events shall be included in the monthly and annual calendar.

2.4 CONCESSIONS AND EQUIPMENT MAINTENANCE

It shall be the sole responsibility of Proponent to ensure that all food and beverage products sold shall conform to all applicable federal, state, and local laws, including the California Health and Safety Code, and other requirements. Proponent shall be responsible to report and pay all sales tax in a timely manner.

Proponent shall provide for the City’s review and approval the items it intends to sell at the concession areas. All food and beverages served/sold shall not be beyond their expiration or ‘best by’ date and meet all applicable health and safety code requirements.

The concession rooms are equipped with water and electricity hook-ups, counters, ice machines, and miscellaneous hot food machines. Proponent may provide at its sole expense, additional equipment for the concession rooms. All equipment on site to be used by Proponent is in “AS IS” condition, are not under warranty, and will not be maintained by the City.

2.5 COMPLEX MAINTENANCE AND EXPENSES

2.5.1 General Maintenance. Proponent shall be responsible for the safety and sanitary conditions of their use of the Complex and shall remedy without delay any defective, dangerous, or unsanitary conditions therein. In addition, Proponent shall be responsible for the maintenance and housekeeping of the Complex and all adjacent areas, keeping them in a safe, clean, wholesome, sanitary, and good condition and shall always ensure the Complex shall be kept free of trash, garbage, and obstructions of any kind, and ensure that all trash resulting from cleaning shall be placed in appropriate containers. The Complex shall be kept in compliance with all applicable present and future laws relating to sanitation, public health, safety, or welfare or any general rules and regulations of any governmental authority in force now, or at any time, during the term with the successful Proponent’s contract. The Proponent shall be responsible for general maintenance of the following:

- A. Building Maintenance,
- B. Janitorial,
- C. Lighting,

- D. Landscaping,
- E. Integrated Pest Management,
- F. Removal of garbage, junk, and debris (including parking lot),
- G. Graffiti Removal,
- H. Vandalism Repair,
- I. Provide and maintain safe and sanitary bathrooms and bathroom maintenance,
- J. Clean/blow off the grandstands, bleachers, and concourse areas weekly,
- K. Maintain the entire Complex in a clean, safe, and sanitary condition, free from all rubbish and debris,
- L. Painting,
- M. Equipment,
- N. Hardware,
- O. Bleacher Repair,
- P. Routine preventative maintenance costs for equipment and hardware, and
- Q. All capital costs under \$10,000.

2.5.2 Irrigation Equipment. Proponent shall be responsible for maintenance and repairs of any irrigation equipment, valves, pipes, and sprinkler heads. Proponent shall be responsible to regularly monitor and test irrigation and controllers to prevent over-spray, excessive run off, pooling, ponding, overwatering, etc.

2.5.3 Electrical Equipment. For electrical equipment, Proponent shall be responsible for maintenance and repairs to any equipment including the light bulbs. For issues impacting the transformers along the fence line or joint use agreement with co-located school, City and Proponent shall work cooperatively to address issues of the final obligation when uncertain at inquiry.

2.5.4 Site Inspections. City reserves the right to inspect the Complex at any time to ensure all areas are maintained at acceptable standards pursuant of the contract with the Proponent. Upon the finding of any deficiencies, City will inform Proponent of such deficiencies and will require Proponent to correct any deficiencies within a mutually agreed upon period. Proponent's failure to adequately maintain the Complex, or correct deficiencies within the required time will be grounds for termination. In the event the Proponent is terminated for failure to maintain the Complex as required, Proponent shall be responsible for paying any costs incurred by the City to make any of the repairs.

2.5.5 Landscaping. Monthly landscaping maintenance costs shall be considered operating expenditures and shall be paid by Proponent. These costs include mowing, edging, fertilizing, aerating, trimming, tree trimming, weed control, reseeding, sod and field grounds keeping duties, ornamental plant material,

trimming plants, replacing plant material. These duties also include replacement and repair of irrigation lines, valves, and sprinkler heads.

2.5.6 Landscape/Maintenance Minimum Requirements. Proponent shall be responsible to provide all maintenance and landscaping equipment, including but not limited to irrigation equipment, valves, pipes, and sprinkler heads. Minimum requirements should include:

- A. Once each week
 - Mow outfield at 1-1/2 to 2 inches. Rake and level base paths.
 - If artificial turf is installed by Proponent, all seams of the synthetic turf infield will be properly adhered. There should be a level ¾ sand and rubber infill mixture throughout the infield area. Any tears in synthetic surface shall be replaced.
 - Mow all grass areas within the fence line.
 - Groom infield: fill in low spots, screen drag. Alternate dragging directions so material is not pushed to one side of the field.
 - Inspect field after dragging and remove all stones dislodged by dragging.
 - Cut down, rake and/or blow out as necessary “lip” that develops between infield and grass.
 - Mow all grass areas from parking lot curb to fence line.
- B. Screen drag warning track 1st and 3rd full weeks of each month.
- C. Edge infield, base paths, and warning track 1st and 3rd full weeks of each month.
- D. Spray out foul lines as needed, generally 2 to 3 times a year with a contact herbicide. Coordinate with City staff for proper alignment.
- E. Infield, warning track, base paths, pitcher’s mound, and any other bare soil areas are to be kept weed free.
- F. Regular operation and adjustment of the automatic irrigation system with run times adjusted by time of year. Irrigation must be following City and State water conservation measures.
- G. Spray out foul lines as needed, generally 2 to 3 times a year with a contact herbicide. Coordinate with City staff for proper alignment.
- H. Infield, base paths, pitcher’s mound, and any other bare soil areas are to be kept weed free.
- I. Regularly monitor and test irrigation and controllers to prevent over-spray, excessive run off, pooling, ponding, overwatering, etc.

2.5.7 Integrated Pest Management. Proponent shall use Integrated Pest Management practices, principles, concepts, and the least toxic method to achieve the desired result.

Proponent shall comply with all applicable County, State or Federal regulations regarding pesticides, herbicides, and fertilizers. Proponent shall analyze plant problems and apply correct types and rates of fertilizers, insecticides, fungicides, and herbicides. Any insecticides, pesticides, herbicides, fungicides, and/or fertilizers used shall be applied in accordance with manufacturer's instructions.

Proponent shall advise the City in writing prior to the application of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers. Proponent shall provide the City with Safety Data Sheets (SDS) for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use. Proponent shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five (5) working days prior to application. Proponent shall be solely responsible for any damages due to Proponent's application or misapplication of insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

At least three (3) days prior to a proposed application of a pesticide, a notice shall be posted on City property. The notice shall be conspicuously posted in one or more regular locations at the site of the application. It shall be 8 1/2" by 11" and specify the pest, manner of application, proposed date of application, the time, and location. It shall contain the brand and common name of the pesticide and list the acute effects. The notice shall remain posted for three (3) days after the application.

Pest management schedules, applications, public posting, and SDS shall be discussed and reported on during the quarterly meetings.

2.5.8 Operating Expenses. Proponent shall be responsible for the payment of all electrical services, vendors, and expenses associated with the operation of the Complex. Proponent shall also be responsible for all maintenance costs related to the Complex including, but not limited to replacement of lighting lamps, scoreboard bulbs, scoreboard maintenance, general maintenance, landscaping, and materials.

2.5.9 Condition of Complex at Termination. Proponent shall be responsible for ensuring that all building, grounds, and improvements of the Complex will be in good and usable condition.

2.5.10 Keys and Security Codes. Installation of locks and keys shall be the responsibility of Proponent. Upon termination, Proponent shall provide a complete set of keys to Complex to the City.

2.5.11 Emergency Contacts. Proponent shall provide City with emergency phone numbers of key staff members and ensure that City representatives can communicate with said persons twenty-four hours a day in the event of an emergency.

2.5.12 Security. Proponent shall be responsible for determining the security needs of the Complex, arrange for security for all events at the Complex. Each year, Proponent shall update a written security plan filed with the City by October 31st. The security plan shall include both emergency and non-emergency procedures and protocols to be followed by Proponent and or any contractor or Complex user.

2.5.13 Compatible Use. Proponent shall not make use of Complex and property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Complex and its intended purposes.

2.5.14 Capital Improvements and Capital Equipment, Repairs, Alterations, Improvements by City. Unless mutually agreed upon for improvements or repairs \$10,000 and over, City shall not be responsible for any repairs, alterations, changes, or improvements to the Complex. The obligation to pay for, and authority

to perform, direct and supervise Capital Equipment and Capital Improvement purchases will remain with the City and will not be considered Operating Expenses. The City retains the discretion to determine whether and what level to fund Capital Equipment and Capital Improvements purchases for the Facilities. Proponent recommendations shall be included in the Annual Program Operation Plan (See Section 2.2.1 Annual Program Operation Plan).

2.5.15 Notice to City. Proponent shall notify City as soon as practical, any concerning repairs or needed maintenance of the Complex for which the City has responsibility (See Section 6.1 City Responsibility).

2.5.16 Water Conservation and Regulations. Proponent shall use water/irrigation in compliance with Chapters 13.28 and 13.32 of the Stockton Municipal Code (Attachment 5), or any later Council-approved water regulations, unless additional watering is approved annually by the Municipal Utilities Director.

It is the responsibility of the Proponent that all water usage and procedures, in connection with Complex be monitored and adhered to the Stockton Municipal Code. Proponent shall immediately contact Municipal Utilities if there is any discharge or release of water or materials into the storm drains at Complex.

2.5.17 State of California and San Joaquin County Hazardous Materials Storage, Reporting, and Safety Plan Requirements. Proponent shall be familiar with the California Environmental Reporting System requirements and remain responsible for meeting the state and local requirements for storage of hazardous materials, reporting of hazardous materials, and filing of a Business Plan and or a safety plan if required. Proponent shall be responsible to obtain a chemical storage permit if required.

2.5.18 Complex Inspection. The City designated representatives will have the right to enter and inspect Complex and improvements, observe performance of the Proponent of its obligations, to install, remove, adjust, repair, replace, or otherwise handle any equipment, utility lines, or other matters in, on, or about the Complex or to do any act or thing which the City may be obligated to have the right to do under the resulting awarded contract. In connection with the exercise of these rights, the City will endeavor, but not be required to give advance notice to Proponent for security purposes and to minimize an interference with or disruption of Proponent's work under. This is not intended to limit other rights of the City or impose or construe to impose any independent obligation to construct, maintain, or make repairs, replacements, alterations, additions, or improvements, or create independent liability for any failure to do so. If Proponent is not available, City will have right to enter without prior notice to protect health and safety of life or protection of property during an emergency. Under emergency circumstances and entry without Proponent, City will contact Proponent at first opportunity to discuss incident.

2.5.19 Employees. Proponent shall hire all personnel necessary for the management, operation, and maintenance of the Complex. It is understood that none of the Proponent's employees are or shall be deemed to be employees, agents, or representatives of the City. Proponent shall furnish a list of employees engaged to work at the Complex to the City. Proponent shall also provide necessary employee identification of personnel while on Complex grounds. Proponent shall be solely responsible for their supervision and daily direction and control and for settling and paying as an operating expense of Proponent, their compensation (including federal, state, and local income tax withhold as well as employee benefits), and all costs related to their employment. All persons required to have employer/employee relationship with Proponent shall maintain personnel matters directly with Proponent in accordance with the Proponent's procedures.

2.6 COMPENSATION AND REVENUE

The Proponent shall pay the City a monthly base price for the management and field maintenance of the Complex, during the term of the resulting contract.

The City reserves the right to schedule a minimum of five (5) annual City Events at no cost if the Complex is available. Proponent and City representative shall meet to discuss opportunities.

Proponent shall receive all operating revenue from gate fees, concession sales, sales of advertising/sponsorship banners, and scoreboard sponsorship(s). Proponent shall set fees for all Complex use: youth and adult softball practices, tournaments, clinics, training, exhibition games, and travel ball.

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) unbound original and six (6) copies of your proposal/qualifications. Additionally, submit one (1) electronic version of the proposal which can be a USB or electronically sent to city.clerk@stocktonca.gov. 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.

4.2 COVER LETTER

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

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

- A. The names of the key members of the Proponent's team;
- B. The mailing address, telephone number, and the name of the main point of contact for the Proponent's team;
- C. A summary of the Proponent's operational and maintenance experience and qualifications and the significant advantages to selecting the Proponent;
- D. An acknowledgement of receiving any addendum(s) to the RFP 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.

5.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide operations and maintenance services for the Arnaiz Softball Complex. A key component for the successful Proponent will be the ability to meet the performance desires of the City while minimizing the cost.

The Evaluation Panel (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 Covenant;
4. Non-Collusion Affidavit;
5. References;
6. Submitted and signed Addendums;
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

City will provide all readily available plans, documentation, and data necessary for completing the above tasks including all related assessor documents, parcel maps, subdivision agreements, CC&R's, and joint use agreements with co-located school.

City will hold quarterly meetings to discuss tournaments, special events, repairs, and review of submitted reports from Proponent in accordance with the Scope of Work in this RFP.

6.1.2 COMPLEX REPAIRS. City will:

- Pay for mutually agreed upon repairs \$10,000 and over, if prevailing wage requirements are met.
- Repair the Complex's fixed structures, excluding repairs or replaced items due to Proponent's fault or neglect, and structures that have been remodeled, altered, or added by Proponent.
- Be responsible for resurfacing and restriping the parking lots and establishing shared cost agreements with the co-located school for parking lot improvements.
- Update Proponent quarterly regarding City requirements for landscape maintenance, pest control, and weekly control obligations and responsibilities which may be refined from time to time.

6.1.3 COOPERATIVE PROMOTION. City will actively cooperate with Proponent to promote Complex and its programs, events, and activities at Complex and will provide marketing assistance and information to the public through use of its resources. City will communicate marketing deadlines and opportunities so Proponent can promote Complex and its activities through the City's available marketing tools and other normal avenues used in promoting City activities.

6.1.4 USE OF LOGOS. City may use Proponent's logo in addition to City logo in documents when describing and advancing the purposes of this Agreement with prior approval of each use by Proponent. Proponent may use City logo on flyers and marketing items in addition to Proponent logo with prior written approval of each use by authorized City representative.

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

An optional pre-submittal meeting is scheduled for THURSDAY, JULY 14, 2022, 11:00 AM at 2393 E. Morada Lane. Stockton, CA 95212.

6.4 TERM

The City plans to establish a five (5) year contract with two (2) possible three (3) year extension(s).

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

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

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

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

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

6.7 APPLICABLE LAW

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

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

6.8 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

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

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

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

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

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

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

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

6.9 METHOD OF PAYMENT

Proponent shall make payments directly to the City's Administrative Services Department by the 10th of each month. Proponent shall pay a penalty of 5% of the amount owed if the City does not receive payment by the 10th of the month as provided herein. If full payment plus applicable penalty is not made by the 20th of the month, Proponent shall pay an additional penalty of 10%

of the amount owed to the City. If full payment including all applicable penalties is not made by the last day of the month, Proponent shall pay an additional penalty of 5% of the total amount owed to the City. Any such imposed penalties shall be cumulative.

6.10 NOTICE TO OUT OF STATE BUSINESS

It shall be the responsibility of the Proponent to comply with City policy 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.

6.11 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.

6.12 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.

6.12.A Protest Procedure

6.12.1 All protests must be in writing and stated as a formal protest.

6.12.2 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.

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

6.12.4 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.

- 6.12.5 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.
- 6.12.6 Deliveries of the protest by hand, mail, email, or fax are acceptable.
- 6.12.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
- 6.12.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

6.12.B Protest Review

- 6.12.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 6.12.2 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.
- 6.12.3 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.
- 6.12.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 6.12.5 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.
- 6.12.6 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).
- 6.12.7 The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

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

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

7.0 GENERAL REQUIREMENTS, TERMS & CONDITIONS

7.1 CONSEQUENCE OF PROPOSAL SUBMISSION

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

7.2 ACCEPTANCE OR REJECTION OF PROPOSAL

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

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

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the 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. 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: ALEXANDRIA DE LASHMUTT
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

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

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 for a full service (operations, repair, maintenance) facility management 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

OPERATION AND MAINTENANCE FOR THE ARNAIZ SOFTBALL COMPLEX	
PUR-21-014	
SUBMITTAL DUE: THURSDAY, AUGUST 18, 2022, AT 2:00 PM	
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov (if applicable)
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

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

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 AND PLACE IN THE FRONT OF YOUR PROPOSAL).
- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- ✓ 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 SIX (6) COPIES of all proposal documents. Additionally, submit one (1) electronic version of the proposal which can be a USB or electronically sent to city.clerk@stocktonca.gov.
- ✓ Review, sign, and return all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to city.clerk@stocktonca.gov.

ATTACHMENT B- PROPONENT’S COVENANT

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

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

FIRM

ADDRESS

SIGNED BY & DATE

TITLE OR AGENCY

PHONE/FAX NUMBER

EMAIL

ATTACHMENT C - NON-COLLUSION AFFIDAVIT

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 _____

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 AND ATTACHMENTS

9.1 Exhibit 1 – Insurance Limits

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 <<ENTER INSURANCE COVERAGE>>

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

9.2 Exhibit 2 – Sample Contract

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

9.3 Attachments

The following attachments have been included for this RFP:

- a. Attachment 1 – APN No. 124-300-02
- b. Attachment 2 – Directive HR-40 Fingerprinting
- c. Attachment 3 – Signature of Compliance
- d. Attachment 4 – Directive HR-15 Discrimination & Harassment Policy
- e. Attachment 5 – Stockton Municipal Code 13.28 & 13.32