

JULY 18, 2022

# CITY OF STOCKTON



## REQUEST FOR PROPOSALS (RFP) PUR 22-018

STOCKTON FAMILY CAMP AT SILVER LAKE OPERATOR

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, SEPTEMBER 1, 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)**  
**STOCKTON FAMILY CAMP AT SILVER LAKE OPERATOR**

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

<b>RFP INFORMATION</b>	
<b>PUR-22-018</b>	
Contact	Matthew Gutierrez
Email Address	<a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a>
Pre-Submittal Meeting	N/A
Optional Site Tour	July 28, 2022, 12:00 P.M. 29981 Plases Rd, Pioneer CA, 95666
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> and <a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a> (if applicable)
Due Date for Questions and Clarifications	August 11, 2022
Due Date for Response to Questions/Clarifications	August 24, 2022
RFP Submittal Due Date & Time	September 1, 2022  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)	TBD
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, September 1, 2022 at 2:00 pm (local time)** by the City of Stockton, California for STOCKTON FAMILY CAMP AT SILVER LAKE OPERATOR – PUR 22-018 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 seasonal operations and maintenance services for Silver Lake Camp in Amador County. The City is seeking a highly regarded non-profit professional Operator with demonstrated experience in promoting, operating and managing resort camping facilities.

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. Proponents 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 July 28, 2022 at 12:00pm located at 29981 Plasess Road Pioneer, Ca, 95666. 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 Matthew Gutierrez 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's Community Services Department, Recreation Division is responsible for managing a Special Use Permit for the Stockton Municipal Family Camp at Silver Lake ("Facility") in Amador County. The Special Use Permit (Permit) is not a lease, but a license for federal land use in El Dorado National Forest provided by The United States Department of Agriculture, Forest Service (Forest Service). The City first applied for a permit in 1922 to build all structures and facilities on the site and operate a summer camp. Since 1925, the City has been operating the campsite which consists of 14 acres of rustic camp settings with 50 cabins, Manager's lodge, bathhouse, kitchen, dining lodge, museum and related water system, access roads, waterfront area, and outdoor chapel. This property is located at the El Dorado National Forest in Amador County which is approximately 100 miles from Stockton along Highway 88, adjacent to Plasse's Resort.

The City is seeking a highly regarded aquatic non-profit professional Operator with demonstrated experience in promoting, operating and managing aquatic facilities.

Proponents are asked to prepare a proposal for all activities, a statement of fee required for the operations and maintenance of the Facility and provide references for other similar campsite and lodging assignments.

## 2.0 SCOPE OF WORK

Successful Proponent ("Proponent") will operate and maintain for approximately 12 weeks annually, the Stockton Municipal Family Camp at Silver Lake ("Facility") located in the El Dorado National Forest permit area ("permit area" Sec. 17, T.8N., R.17E., MT DIABLO MERIDIAN) in Amador County for which the City holds a Special Use Permit ("Special Use Permit") with the US Department of Agriculture, Forest Service ("Forest service").

### **2.1 Proponent's Responsibilities:**

- A. Have a broad volunteer base and the capacity to fundraise and promote the Facility.
- B. Open and close the Facility as appropriate
- C. Market, book and schedule all events and activities held at the Facility.
- D. Payment of all utilities (inclusive of gas, propane, electric, water, sewage, wastewater delivery and discharge fees, charges, inspections, reports, communication, and related requirements).
- E. Pay all consultant charges, reports, inspections, fees, service charges, and other requirements related to use permits, licenses, and permit requirements. See Exhibit 4 of sample contract for operational plans and activities.
- F. Hire, supervise, and manage all personnel (paid or volunteer) necessary for the management, operation, and maintenance of Facility and shall comply with City's administrative directive with respect to fingerprinting Proponent's employees and volunteers. Specifically, per California Health and Safety Code Division 13, Part 2.3, Camps (Section 30751 General and Safety Supervision), no paid personal or volunteer necessary for the management, operation, and maintenance of the Facility shall have direct unsupervised contact with campers without first obtaining a satisfactory criminal record check. Any individual who has been convicted of certain criminal offenses is not eligible to work or volunteer.
- G. Submit to the City of Stockton an annual report of goals, activities, and key performance metrics, quarterly, in a manner mutually agreeable to both parties.

- H. Meet regularly with the City to discuss issues of Facility operations, Special Use Permit requirements, and maintenance.
- I. Be responsible for developing and entering into Facility Use Agreements with all renters and users of the Facility for camp activities and complying with all requirements established by City Risk Services and contract compliance requirements for users of the Facility.
- J. Proponent shall have sole responsibility for enforcing all applicable rules and regulations and will be responsible for asking those individuals who are in violation of the rules to leave the premises.

**2.2 Health and Safety Responsibilities of Proponent:**

- A. It is the responsibility of Proponent to perform temporary, responsible, and necessary repairs or actions to mitigate damage to the Facility and preserve the safety of guests
- B. Successful Proponent shall determine the security needs of the Facility, arrange for security for all events at the Facility. Each year, Proponent shall update a written security plan. The security plan shall include both emergency and non-emergency procedures and protocols to be followed by proponent and or any contractor of Facility user. The Agreement shall be approved by US Forest Service and follow California Health and Safety Code Division 13, Part 2.3 Camps.
- C. Proponent shall maintain accident and incident reports and notify City representative immediately of any occurrence.
- D. Proponent shall maintain supplies in accordance with local health department requirements.
- E. Proponent shall provide with their response a copy of their company safety plan and include the number of safety meetings during swim season, how often safety inspections are performed, nature of safety orientation for new employees.
- F. Proponent will provide copies of camping rules.
- G. Successful Proponent shall maintain a complete file of comments, complaints, and incidents. Suggestions and complaints shall be provided to City representative weekly.
- H. Proponent shall meet or exceed all local, state, and national health and safety standards, and maintain the Facility in a clean, and safe condition, always.
- I. Proponent shall notify City about signage requirements, both mandated and optional (rules).

**2.3 Safe and Sanitary Conditions.**

Proponent shall be responsible for the safe and sanitary conditions of their use of the Facility and shall remedy without delay any defective, dangerous, or unsanitary conditions therein. Successful Proponent will meet the conditions of the Special Use Permit operations requirements (Article III, Section B. Condition of Operations) as defined by the Authorized Representative from the US Forest Service. Proponent shall meet the conditions of California Health and Safety Code Division 13, Part 2.3 Camps and related state, and local requirements. Facility 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.

**2.4 Operating Plan (Annual).**

Proponent shall provide an Annual Operating Plan. The purpose of this Operating Plan is to ensure Facility is used to its full potential and achieve the City's goal to serve the needs of the Community which meeting the requirements identified in the Special Use Permit, Article III Operations, Section C. Operating Plan. The Annual Operating Plan shall be received during the Facility opening tour each year. At a minimum,

the Plan shall include all policies and procedures which protect public health and safety which may include an updated report on all management policies in place, a calendar of activities, listed hours of operation, a listing of activities, classes, special events, community outreach programs, Facility rentals, and other opportunities: identified goals, measurable objectives, program, and seasonal utilization; a security plan, and an update to the inventory list as appropriate.

**2.5 Maintenance and Janitorial Responsibilities.**

Proponent shall be responsible for the maintenance and housekeeping of the Facility and all adjacent areas, keeping them in safe, clean, wholesome, good, and sanitary condition. Proponent shall ensure the Facility be kept free of trash, garbage, and obstructions of any kind. Also ensure that all trash resulting from cleaning shall be placed in appropriate containers. Successful Proponent shall be responsible for all cost and expense of all maintenance and repair for landscape, buildings, fencing, gates, janitorial, plumbing, electrical, mechanical systems, sewer, landscaping, or roadways. Proponent shall notify City of any major repairs or improvements to the Facility.

**2.6 Concessions/ Catering/Canteen/ Food Service.**

The successful Proponent will be granted the exclusive right to sell food and merchandise at the Facility at the sole cost and expense of the Proponent. Proponent shall retain all revenue from these activities. Should any sponsorship agreements with beverage or food service companies, including sales clauses be considered, City and Proponent will meet and confer prior to the execution of any agreement for the purposes of getting approval for the Director of Community Services. Successful Proponent shall provide copies of all related concession licenses for City review before camping season begins. It shall be the sole responsibility of Proponent to ensure that all food and beverage products sold by Proponent's concessionaire (s) shall conform to all applicable federal, state, and local laws, including the California Health and Safety Code, and other requirements. Proponent is responsible to timely report and pay all sales tax.

**2.7 Compensation**

Initial Term Compensation. City will pay successful Proponent (upon invoice in June for July payment) in annual installments for the management, maintenance, and operation of the Facility for seasons in which the Camp operates as follows:

Year 1: (1-1-2023 through 12- 31- 2023) \$10,000

Year 2: (1-1-2024 through 12- 31- 2024) \$10,000

Year 3: (1-1-2025 through 12- 31- 2025) \$10,000

Year 4: (1-1-2026 through 12- 31- 2026) \$10,000

Year 5: (1-1-2027 through 12- 31- 2027) \$10,000



### 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. Capital Improvement Plans-Proponent must submit a 1,5-, and 10-year Capital Improvement Plan for City review and consideration which details cost and revenue source for each improvement.
- C. Management and Operational Plan. Plan must describe the overall management goals and vision of team. Describe how Proponent would manage and operate aquatic facilities which include plan for pre-opening, timeline of critical milestones, policies and procedures, and other operational items listed in scope. This should include some data regarding qualifications and experience providing management and operations. Highlight excellent approach to health and safety.
- D. Marketing Plan. Plan should identify how the facilities will be marketed, with an overview of marketing and promotional concepts, approach to scheduling and advertising facilities and events, list of relationships provided by Proponent to support marketing plan, and sponsoring opportunities to support the facilities.
- E. Financial Plan. Plan for each facility with subsidy by pool clearly identified. Include Profit/Loss statement for each pool showing five - year plan. Narrative explaining how deficits will be funded with line item including City subsidy if any. Include fee schedule for each pool.
- F. Staffing Plan. Plan sets out organizational chart, staffing titles, salary ranges. Include resumes of key personnel.
- G. Proposal Fee Schedule. Fee Schedule will outline 100% of revenue and expenditures for each facility. The fee schedule should clearly identify the management fee and cost charged to the City to have Proponent operate and manage the facility. There will be no billable costs outside of this annual fee. This management fee schedule should include pre-season and post-season operating activities, insurance, administrative fees, overhead, incidental costs, etc.
- H. 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.
- I. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- J. Please submit one (1) original and two (2) copies of your proposal/qualifications. Additionally, submit one (1) electronic copy either by USB or email of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.

- K. The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.
- L. 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.
- M. Signed addendum(s) submitted with proposals.
- N. 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.
- O. 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.
- P. 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. An acknowledgement of receiving any addendum(s) to the RFP document.
- D. List of facilities currently operated;
- E. Outline history of aquatics experience.

#### 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. 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 Stockton Family Camp at Silver Lake operations. 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. Management, operational, financial, marketing and staffing plans;
4. Proponent's Fee Schedule - completed and signed under separate, sealed cover;
5. Proponent's Covenant;
6. Non-Collusion Affidavit;
7. References;
8. Financials Review;
9. Interview/Presentation, if applicable; and
10. Any other criteria as best suits the City of Stockton.

## 6.0 CITY REQUIREMENTS

### 6.1 CITY RESPONSIBILITIES

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

City will allow successful proponent to use the Oak Park Senior Center Social Hall or comparable location for reservation (as available) for one special fundraiser or membership dinner per year. Staffing, insurance, security requirements, and related charges may apply as appropriate.

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

### 6.2 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

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

### 6.3 OPTIONAL PRE-SUBMITTAL JOB WALK

An optional job walk will be held 12:00pm July 28, 2022, located at 29981 Plasess Rd, Pioneer CA, 95666.

### 6.4 TERM

The initial term of this agreement shall be 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 of 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.

As Facility is subject to a Special Use Permit with the Forest Service, the Proponent shall abide by rules set by the US Forest Service as well as the Federal and State Requirements for campground-lodging areas.

## 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: MATTHEW GUTIERREZ  
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 Solicitation. 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 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 and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

#### 7.11 COMPETITIVE PRICING

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

#### 7.12 AVAILABLE FUNDING

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

#### 7.13 TERMINATION FOR CONVENIENCE

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

#### 7.14 AUDITING CHARGES AND SERVICES

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

#### 7.15 CHANGES

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

#### 7.16 AWARD

Upon conclusion of the RFP process, a contract may be awarded for Stockton Family Camp at Silver Lake operations 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>STOCKTON FAMILY CAMP AT SILVER LAKE</b>	
<b>PUR-22-018</b>	
<b>SUBMITTAL DUE: THURSDAY, SEPTEMBER 1, 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> and <a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@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 two (2) 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) and [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov).
- ✓ Review all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and return signed with proposal.
- ✓ 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) and [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov).
- ✓ If applicable include your Proponent's security, Proponents bond, certified or cashier's check. The City will NOT accept company or personal checks for proposal security.
- ✓ If applicable include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with Proponent's security. Please DO NOT seal your security, Proponent's bond, certified or cashier's check in this envelope. It is for returning the security to the Proponent AFTER project award.

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 \_\_\_\_\_

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**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 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

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

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

The insurance requirements are attached as EXHIBIT 1

### 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.