



**REQUEST FOR STATEMENT OF QUALIFICATIONS (RSOQ)
ABATEMENT AND EMERGENCY BOARD UP SERVICES
PROJECT NO PUR 23-018**

STATEMENT OF QUALIFICATIONS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 PM, THURSDAY, MARCH 9, 2023 IN THE OFFICE OF THE CITY CLERK,
city.clerk@stocktonca.gov

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**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ)
ABATEMENT AND EMERGENCY BOARD UP SERVICES**

Dates and Times are Subject to Change

RFSOQ INFORMATION	
PUR 23-018	
Contact	Patricia Monesi
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	There is no Pre-Submittal Meeting.
MANDATORY/OPTIONAL Site Tour	There is no Site Tour.
RFSOQ Submittal Electronic Mail	city.clerk@stocktonca.gov
Due Date for Questions and Clarifications	02/14/2023; 3:00 pm
Due Date for Response to Questions/Clarifications	02/23/2023
RFSOQ Submittal Due Date & Time	03/09/2023; 2:00 pm Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Short-List Interviews (if applicable)	N/A

NOTICE INVITING STATEMENT OF QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed Statement of Qualifications (SOQ) will be received no later than **Thursday, March 9, 2023 at 2:00 pm (local time)** by the City of Stockton, California for Abatement and Emergency Board Up Services - PUR 23-018 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the "City", is requesting SOQ from firms or individuals, herein after referred to as "Proponent" to provide to the City Abatement and Emergency Board Up Services. The City is seeking to establish a pool of contractors for abatement and board up services.

Each sealed SOQ shall be marked "STATEMENT OF QUALIFICATION" and shall indicate the project name, number, and SOQ opening date, and shall be electronically delivered to the email 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 Proponent and any subconsultant under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations.

SOQ forms and specifications are available on the City's website at www.stocktonca.gov/adminbid. SOQ must be electronically delivered to city.clerk@stocktonca.gov. Proponents will only be identified as responding to the SOQ; no proposals will be opened or read aloud.

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

For questions about this project, please contact Patricia Monesi at stocktonbids@stocktonca.gov

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

1. INTRODUCTION

Property abatements are necessary to maintain compliance with City regulations when property owners fail to address neighborhood nuisances such as the accumulation of garbage, junk, debris, graffiti, and/or lack of yard maintenance and other minor interior housing issues. In addition, emergency board ups, securing, and emergency repairs are necessary when there are unsecured or dangerous structures or conditions that might exist that threaten health, property or safety of the public or the occupants.

2. SCOPE OF WORK

The successful proponents (Contractor) shall be on a rotation list for a five (5) year contract term. Qualified contractors shall be selected based on qualifications listed on this RSOQ. The selection process will choose eight (8) rotating contractors for daytime operations and five (5) rotating Contractors for after-hours emergencies. All other qualified Contractors will remain eligible on a wait list in the event a vacancy becomes available during and for the remainder of the contract. Contractors may be eligible for both standard rotating contractor's list and the after-hours emergency board up contractor's list.

Neighborhood Services Section shall maintain the rotating contractor list for daytime non-Emergencies. The City's Fire Department (SFD) shall maintain the rotating list for after-hours emergency board ups.

As each job is approved for abatement in Neighborhood Services Section, a Code Enforcement Officer will request the next available contractor on the list. The Code Enforcement Officer shall contact the Contractor by telephone, if the Contractor is unavailable or unable to return the call within 15 minutes, the Code Enforcement Officer shall contact the next available contractor listed. This process will continue until contact is made. Once contact is made, a job walk will be scheduled with the Contractor and Code Enforcement Officer. The Code Enforcement Officer will advise the Contractor of the tasks to be completed at the location. All costs & work must be approved by the Code Enforcement Officer prior to work beginning. Any change orders need to be approved by the Code Enforcement Officer before work is started. For after-hours emergencies, the contractor may get called out and have the work authorized by the Fire Department and/or Code Enforcement Officer/Neighborhood Services Section.

After three (3) occurrences of a Contractor failing to respond or deny a job the Contractor may be suspended or removed from the list at the discretion of Neighborhood Services Section; unless the department has been advised of unavailability prior to the request by the Contractor in writing.

Upon completion of work and approval by City Department, the Contractor shall submit an invoice, per specifications indicated in the RSOQ.

2.0 SPECIFICATIONS FOR THE CLEAN-UP OF YARDS/LOTS

Item I: GENERAL DESCRIPTION OF WORK

It is required that all debris, including but not limited to garbage, tires, wood, high grass, weeds, brush, boxes, furniture, appliances, concrete, dirt, automobile parts or other objects as determined by the Code Enforcement Officer during the required job walk must be removed during the abatement. Large trees are not required to be removed unless specified by the Code Enforcement Officer. After the work is completed the Contractor must notify the Code Enforcement officer in the Neighborhood Services Section for an inspection and approval of the work prior to payment.

Contractors shall be required to have in their possession the following equipment:

- Weed eater
- Lawn mower
- Blower
- Hand tools and safety equipment as needed, rake, hoe, broom, bags, etc.
- Trash removal truck/trailer
- Fire extinguisher or back-pack hand pump fire extinguisher
- First Aid Kit
- Any other requested equipment or materials required by the Code Enforcement Officer

Item II: GENERAL INFORMATION

Removal shall mean that the total amount of debris be removed from the property with the site left clean and level to grade when appropriate. All dirt or refuse deposited upon public sidewalks, private sidewalks, curbs and gutters resulting from the Contractor's operations shall be removed by the Contractor as the work progresses and must be left clean and sanitary prior to Contractor leaving the site. All debris shall be disposed of at an approved disposal facility.

The Contractor shall be responsible for any and all damage caused to plants, trees, turf, irrigation, utilities, structures, etc. due to improper, incorrect or careless removal methods while conducting work while on City assignment. Based on the discretion of the Neighborhood Services Section, the Contractor may be suspended or removed from the list.

Item III: DUMP FEES

Dump fees will be charged for the debris removed from the property.

Standard trailer: 4'x 8' x 5' = 6 square yards. Over 6 square yards is charged at a square yard rate. (LxWxH) divided by 27 = square yards. Listed on the Fee schedule in Exhibit D.

2.1 SPECIFICATIONS FOR THE REMOVAL OF GRAFFITI

Item I: GENERAL DESCRIPTIONS OF WORK

It is required that all graffiti be removed in the manner appropriate to the affected surface. Paint that is used to cover graffiti must match as close as possible the color and type (latex, oil base, etc.) of existing paint.

In the case of terrazzo, or natural rock, it may be required that this type of surface be water or sand blasted. Painting may not be necessary; however, once the graffiti is removed, the surface must be resealed properly to eliminate water damage or leakage.

Contractors are required to have in their possession the following fully functional equipment:

- Paint
- Paint Roller, Paint Sprayer, etc.
- High Pressure Washer
- Absorbent
- Fire extinguisher or back-pack hand pump fire extinguisher
- First Aid Kit
- Any other requested equipment or materials required by the Code Enforcement Officer

Item II: GENERAL INFORMATION

Removal shall mean that the entire surface encompassed by the graffiti be cleaned and painted, and/or water or sand blasted and resealed, as specified in the General Description of Work. If the only issue being abated is Graffiti, the Contractor will be paid for 100 square feet minimum.

2.2 SPECIFICATIONS FOR THE SECURING OF STRUCTURE(S)

Item I: GENERAL DESCRIPTIONS OF WORK

Secure structure(s) and/or accessory structure(s) against illegal entry by boarding up all openings, including doors and windows, with a minimum one-half inch (1/2") thick exterior-type plywood or approved equal material, to be cut to fit screen inset molding stop and secured by flatten screw shanks in accordance with the Code Enforcement Officer's instruction. In some cases, shoring may be required for stabilization of structure. On request, doors may be secured with 3/4 inch plywood.

Exception to this is aluminum and vinyl windows. Securing of aluminum and vinyl windows will be done in accordance with the Code Enforcement Officer's instruction during site inspection to avoid any unnecessary damage to the window frame. All boards used for securing must be painted to match the exterior building's color.

Contractors shall be required to have in their possession the following fully functional equipment:

- Plywood, Lumber, or other needed securing materials

- Drill/Screw Gun
- Saw
- Extension Ladder
- Generator (When requested or needed)
- Paint
- Paint Roller
- Screws and Lag bolts
- Any other requested equipment or materials required by the Code Enforcement Officer
- Fire extinguisher or back-pack hand pump fire extinguisher
- First Aid Kit
- Lighting (Only Required for Contractors on the After-Hours Emergency Contractor List)

Item II: GENERAL INFORMATION

Securing shall mean all openings, including, but not limited to doors, windows, basement openings, over-sized under floor vent openings and any other opening which may need securing as determined by the Code Enforcement Officer.

If the Contractor encounters individuals in the structure, he/she is to advise them of pending action and request that they leave the premises and notify the Code Enforcement Officer. If further resistance is encountered, the Contractor shall report immediately to the Code Enforcement Officer and provisions for the inspector and/or Police Department will be made to accompany or meet with the Contractor at the site to secure the premises.

No securing shall be conducted until the officer has verified the structure is vacant.

2.3 GENERAL CONDITIONS

- Acting in the performance of this agreement the Contractor and/or the agents and their employees shall act in an independent capacity and not as officers, employees or agents of the City.
- The Department, its officers and employees, shall not be liable for any loss, damage, or injury of any kind or nature as may arise out of any acts, duties, or obligations on the part of the Contractors, their agents, or employees, under this agreement; nor for any materials or equipment used in performing the work; nor for injury or damage to any person or persons, either workmen or the public; nor for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance.

- The Contractor shall indemnify and hold harmless City Departments, its officials and employees from any suits, claims or actions brought by any person or persons for, or on account of any injuries or damages sustained or arising in the consequence thereof. Please reference Indemnity and Hold Harmless section 6.9.
- The Contractor shall process and consider all claims for damage or injury in a courteous manner and as promptly as conditions warrant.
- The Contractor shall promptly answer inquires and complaints of the Department, relative to any work charges, damages, or any other questions that may arise as a result for abatements operations by the Contractor.
- The Contractor shall notify the Department by phone before 4:00 p.m. the same working day or by 8:00 a.m. the next working day in the event that fixtures or utilities are damaged or destroyed by the Contractor. The Contractor shall then follow up the phone call with a written statement to be submitted with the billing. When the Contractor or responsible person is unavailable to rectify the situation, the Department shall make necessary arrangements to repair the damaged or destroyed items when said damaged or destroyed items affect the health and/or well-being of property owner or adjacent property owners. Contractor is responsible for correcting, replacing, or paying all damages to property, fixtures, or utilities, whether the Contractor, Property Owner, or City does repairs.
- The Contractor shall be fully informed of and comply with all existing and future State and/or Federal laws and all City ordinances and regulations of the City which in any manner affect those engaged or employed in the work or the materials used in the work or which, in any way, affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- The Department shall decide all questions which may arise as to the quality or acceptability of work performed, and as to the manner of performance and rate of progress of the work and all questions which arise as to the interpretation of the specifications. All work performed by the Contractor shall be done to the satisfaction of the Department. The Department or authorized representative reserves the right to inspect the work.
- All equipment and tools shall be furnished, fully operable, operated and maintained by the Contractor. There will be no extra charge made to the Department for the same, except as may be pre-approved by the Department or tools/equipment not on the required equipment list. All fuel, materials, supplies, etc., to perform the Agreement

shall be furnished at no extra charge to the Department. Contractor shall have reserve equipment available within a twenty-four (24) period or a time set by the Department.

- Before and after any parcel is abated, the Contractor shall take two (2) to four (4) clear and precise dated digital photos in color of the property which work is abated, demonstrating the need for these services. Contractor shall furnish his own camera and memory card or data disc for proper storage of digital photos. Contractor is responsible for furnishing all photos to the Department at its sole cost and expense. These photos shall be taken immediately before and after abatement work is done and submitted with the invoice for payment to the Department. Each photo shall include the date picture was taken and the address and Code Enforcement officer's name assigned to that particular project. Each "after" picture shall be taken from a like location as the "before" picture showing some common outstanding landmark. There shall be no charge for digital photos. Digital photos must be uploaded into VSS as a pdf file. Contractors shall store photos for a minimum of 180 days.

- All Contractors on the City's Rotating Abatement and Emergency Board up List's are required to register on the Vendor Self-Service (VSS) portal at stocktoncavendors.munisselfservice.com and submit invoices for completed work through VSS. Reference VSS Invoice Guide (Exhibit C) to assist with the invoice submission process.

- Invoices need to be submitted within five (5) business days after the work has been finished and approved by the Code Enforcement Officer. This requirement is a mandatory condition to remain on the City of Stockton's Rotating & Emergency Contractor List. Invoices presented to the City of Stockton for payment must include the following before payment will be made:
 - Purchase Order Number/Contract number
 - Property Address or APN where work was completed
 - Date abatement was completed
 - Itemized breakdown of number of employees, hours for each, cost of each and a total for each employee
 - Itemized breakdown of materials and equipment (when applicable) used showing kind, quantity, and cost as well as a total for each.
 - Any additional fees, (i.e., dumping fees, etc.) that have been pre-approved by the Code Enforcement Officer
 - Photos (4) – 2 before abatement & 2 after abatement
 - Total cost of all categories
 - Contractor confirmation that prevailing wage will be paid
 - Copy of bid sheet signed by the Code Enforcement Officer and Contractor

This information is required in the event of an appeal, which may require us to present a detailed breakdown to the hearing officer. Invoices without this information will be returned and payment delayed until the required information is provided. The Department will expedite payments due to the best of its ability within the framework of Policy. The Department will deduct errors from future billing upon verification of Contractor error. Contractor will be provided an itemized statement describing the deductions. Invoices received thirty (30) days from the date of abatement completion may not be honored.

- The Contractor may be required to appear to Administrative or Court hearings, at the request of the City, to verify work completed and/or costs.
- The City reserves the right to terminate Contractors assignment if the City determines the Contractor is not completing their work at a satisfactory level and designate another City approved Contractor to complete the work.
- The Contractor shall be responsible for meeting all provisions and/or regulations of the Occupational Health and Safety Act (O.S.H.A.).
- The Department requires all Contractors to be on site within one (1) hour from the initial contact with the Code Enforcement Officer, unless otherwise arranged with the Code Enforcement Officer.
- Job specifications and costs to be approved prior to the Contractor beginning the work.
- At completion of the work, the Contractor is to contact the Code Enforcement Officer to verify work for approval of payment.
- Set prices have been established for abatements. Reference Standard Prices for Rotating Contractor's List & After-Hours Emergency Abatements (Exhibit D)
- All abatements not listed will be negotiated and pre-approved by the Department, before work begins.
- The City reserves the right to request additional bids from the rotating Contractors List or to reject all bids. The City reserves the right to negotiate a price for each item if bids are above or below the desired price range for any services.
- At times there will be the need for specialized contractors to abate certain violations (i.e., electricians, mechanical contractors, etc.). These contractors will be obtained by the contractor and shall become their sub-contractor or employee.
- Contractors shall have the following **minimum** material stored locally for abatements and available at all times:
 - Ten (10) 4' x 8' Sheets ½ Plywood
 - Five (5) 4' x 8' Sheets ¾ Plywood
 - Fifteen (15) 2" x 4" x 8" Studs
 - Five (5) 4" x 4" x 8" Studs
 - All hardware needed for securing
- Failure to comply with any of the requirements of the Rotating Contractor list may result in suspension or removal from either of the Rotating Contractors lists for the City.

2.4 THE CITY NEIGHBORHOOD SERVICES SECTION STANDARD PRICING

The City's Neighborhood Services Section pricing schedule is described on Exhibit D.

3. SUBMITTAL REQUIREMENTS

3.1 SOQ GENERAL GUIDELINES

The City uses a qualifications-based selection process in obtaining these services. Firms interested in providing the service described in the above Scope of Work must submit a Statement of Qualifications (SOQ) that addresses, at a minimum, the below and the criteria specified in the section titled Qualification Criteria. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ.

- a. Evidence of the Proponent's ability to be responsive to this project regarding 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 SOQs 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) electronic version of the proposal to city.clerk@stocktonca.gov of your firm's SOQ.
- e. The SOQ must be submitted, typewritten on 8½" X 11" white paper.
- f. The body of the SOQ shall not exceed ten pages in no less than font size of 10 and no greater than font size 12. SOQ shall be no more than 20 pages, including resumes and the cover letter. Double-sided pages count as two (2) single pages.
- g. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the SOQ 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.
- h. All SOQs 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.
- i. When SOQs 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 SOQ.

3.1.1 SOQ FORMAT

The SOQ format shall contain at a minimum the following:

- Cover Letter
- Table of Contents
- Executive Summary

- General Information - Corporate Structure, Organization
- Project Team
- Project Understanding
- Estimated timeline
- Resumes
- Experience including examples of experience with similar types of work
- References (at least three (3))
- Financial Statement

- a. **COVER LETTER:** Submit a letter on your company letterhead addressing the SOQ and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the solicitation response, 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:

- The names, address, e-mail address and phone number of the key members of the firm's team.
- The mailing address, telephone number, and the name of the main point of contact for the firm's team.
- A summary of the consultant's experience and qualifications as it pertains to this Solicitation's Scope of Work and requirements, and the significant advantages to selecting the firm.
- An acknowledgement of receiving any addendum(s) to the solicitation response document.

- b. **REFERENCES:** Provide a list of three (3) clients whom you have performed services relative to this Solicitation's Scope of Work. References to include current contact person, e-mail address and phone number who may be contacted regarding firm's 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:

- Name of the Project/Study
- Location of the Project
- Name, title, and contact information for the client.
- Project Budget
- Date of Completion of the Project

- c. **FINANCIAL STATEMENTS:** 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.

- d. **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.
- e. **CONFLICT OF INTEREST STATEMENT**
The Contractor shall disclose any financial, business or other relationship with the City, Successor Agency, or Oversight Board that may have an impact on the outcome of this RSOQ. The Consultant shall also list current clients who may have a financial interest in the outcome of the contract. In particular, the prospective Consultant shall disclose any financial interest or relationship with any company that might submit a qualification statement on a Successor Agency property sale

3.2 SOQ CONTENT

SOQ content shall include but not be limited to the following:

3.2.1 General Information – Corporate Structure, Organization

- Description of firm/team
- Legal company organization; organization chart with names
- List of applicable licenses

3.2.2 Experience

3.2.2.1 Relevant Firm Experience

- a. Firms' overall reputation, service capabilities and quality as it relates to this project.
- b. List and briefly describe 3-5 comparable projects completed by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value (original value plus contract amendments, if applicable), project owner, project location, contract name and title,

address, current/accurate telephone number, fax number, and email address (if available).

- c. A minimum of three (3) referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
- d. List and describe any litigation; arbitration; claims filed by your firm against any project owner because of a contract dispute; any claim filed against your firm; termination from a project.
- e. Applicant's capacity and intent to proceed without delay if selected for this work
- f. Type and amount of self-performed work

3.2.2.2 Team Experience & Qualifications

- a. Describe each team member's position within the firm. Provide resumes of each proposed team member. List professional continuing education.
- b. Briefly describe each team member's role on this project.
- c. Provide "team" experience working together on similar projects.
- d. Identify proposed subconsultants/subcontractors, and your method of subconsultant/subcontractor selection, if applicable. Attach a proposed subconsultant/subcontractor Plan.
- e. Explain your understanding of, and experience with providing and performing services relevant to this Solicitation and Scope of Work.

3.2.3 Project Understanding and Approach

- a. Describe your understanding of the project.
- b. Identify and discuss any potential problems that could occur during performance the work.
- c. Identify and discuss methods to mitigate those problems.
- d. Describe the work you anticipate self-performing, the work you anticipate being performed by subconsultants/subcontractors.

3.2.3.1 Approach to Project Management

- a. Describe your approach to change orders.
- b. Describe your planning, scheduling, and estimating tools.
- c. Describe your quality control plan, dispute resolution, and safety management.

3.2.4 Other Factors

- a. Current workload and ability to proceed promptly.
- b. Willingness to abide by the City's Standard Agreement.
- c. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- d. Relevant factors impacting the quality and value of work.

4. SELECTION CRITERIA & EVALUATION SUBMITTAL REQUIREMENTS

The City is interested in selecting a qualified firm with the ability to provide and perform relevant services requested in this Solicitation and Scope of Work. 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 SOQs.

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

The SOQ responses 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. Proper format and demonstrated experience will merit consideration.

4.1 EVALUATION

The Panel will evaluate the SOQ responses based on, but not limited to, the below criteria.

1. Provide an overall statement of your understanding of the City's requirements. Provide a detailed description outlining your firm's approach to providing and performing services relevant to this Solicitation and Scope of Work. Describe your firm's understanding of the Scope and requirements set forth in this Solicitation. Indicate preferences of business process areas(s) or municipal department(s) if needed. Highlight innovative ideas your firm may have to provide these services and explain why your approach is advantageous to the City.
2. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents. Demonstrate ability to meet deadlines and produce timely required deliverables. Demonstrate reliability of firm and continuity of firm's staff and sub consultants. Demonstrate ability to problem solve and provide creative and innovative solutions for process improvements, via examples of past projects.
3. Provide a statement of professional experience.
4. Each firm has a unique mix of experience and capabilities to offer; however, we recognize some firms may not want to participate in all types of services. Please indicate whether your firm believes that it can add value to the services previously mentioned and in which services you wish to participate. Your desire to not be considered for any one category will not affect your evaluation or placement in other categories.
5. Please provide the names, addresses and telephone numbers of three (3) clients whom you have served in the capacity of providing services relevant to this Solicitation and scope of work.

6. Related experience with similar projects, company background and personnel qualifications.
7. Proponent's Covenant (Attachment B).
8. Non-Collusion Affidavit (Attachment C).
9. References.
10. Financials Review.
11. Interview/Presentation, if applicable; and
12. Any other criteria as best suits the City of Stockton.

4.2 SELECTION PROCESS

The City intends to establish two lists approximately five (5) to eight (8) Contractors each and an indefinite number of alternates that will be used over a five (5) year period to provide requested services relevant to this Solicitation. Depending on how many SOQs are submitted, the City may short list down to manageable number of firms for the final list.

Contractors will be selected based on written responses to this SOQ. , Submittals will be evaluated and scored based upon the criteria stated in Sections 2, 4 and 5 of this solicitation for those firms who have complied with the minimum qualification requirements.

4.3 ACCEPTANCE OR REJECTION OF SOQ

The SOQ response shall be prepared and submitted in accordance with the provisions of these solicitation 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 SOQ response if the City chooses to do so. The City may not accept a SOQ response if any document or item necessary for the proper evaluation of the SOQ response is incomplete, improperly executed, indefinite, ambiguous, or missing.

The City reserves the right to select the successful SOQ response and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with Proponent whose SOQ response is most responsive to the needs of the City. Further, the City reserves the right to reject any and all SOQ responses, or alternate SOQ responses, 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 SOQ response, or portions thereof, received in response to the SOQ 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 SOQ.

Non-acceptance of any SOQ response shall not imply that the proposal was deficient. Rather, non-acceptance of any SOQ response will mean that another SOQ response was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this SOQ.

Failure to submit all requested information could be grounds to reject the SOQ.

4.4 QUESTIONS AND REQUESTS FOR CLARIFICATION

Any question or request for clarification shall be submitted in writing to:

stocktonbids@stocktonca.gov

Requests for clarification shall be submitted by the SOQ question due date stated on RFSOQ Information page 4. If a response warrants a clarification to the RFSOQ, such clarification will be posted on Bid Flash www.stocktonca.gov/adminbid, on the SOQ submittal due date stated on RFSOQ Information page 4. It is the Proponent's responsibility to check the website for any addenda or responses to questions.

4.5 PRODUCT OWNERSHIP

Any documents resulting from the performance of work in the contract will become property of the City. This includes all work performed by sub-consultants.

5. CITY REQUIREMENTS

5.1 CITY RESPONSIBILITIES

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

Neighborhood Services Section will provide the following to any potential Contractor: work specifications, job timeline, any permit requirements, site accessibility, and with miscellaneous requirements as needed.

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

5.2 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)

5.3 TERM

It is the City's intention to award a contract for five (5) years.

5.4 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.

5.5 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 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 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.

5.6 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates may be 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.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 PROTEST POLICY

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

5.11.1. Protest Procedure

- 1.1.1 All protests must be in writing and stated as a formal protest.
- 1.1.2 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.
- 1.1.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 1.1.4 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.
- 1.1.5 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.
- 1.1.6 Deliveries of the protest by hand, mail, email or fax are acceptable.
- 1.1.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
- 1.1.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

5.11.2. Protest Review

- 1.1.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.

- 1.1.2 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.
- 1.1.3 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.
- 1.1.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 1.1.5 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.
- 1.1.6 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).
- 1.1.7 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.

6. GENERAL REQUIREMENTS, TERMS & CONDITIONS CITY REQUIREMENTS

6.1 CONSEQUENCE OF SUBMISSION

- A. The City shall not be obligated to respond to any SOQ submitted nor be legally bound in any manner by the submission of a SOQ.
- B. Acceptance by the City of a SOQ 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.

6.2 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this solicitation. 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 solicitation 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 SOQ response as submitted.

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

6.3 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 SOQ.

6.4 EXAMINATION OF PROPOSAL MATERIALS

The submission of a SOQ shall be deemed a representation and warranty by the Proponent that it has investigated all aspects of the solicitation, that it is aware of the applicable facts pertaining to the solicitation process and its procedures and requirements, and that it has read and understands the solicitation. No request for modification of the provisions of the SOQ 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 solicitation, 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.

6.5 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 solicitation shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: PATRICIA MONESI
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 4 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 on the date identified on page 4 of this solicitation and will become a part of the solicitation. The Proponent should await responses to inquiries prior to submitting a SOQ response.

6.6 CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify an SOQ:

- a. Evidence of collusion among Proponent
- b. Any attempt to improperly influence any member of the evaluation panel
- c. Any attempt to communicate in any manner with a City of Stockton elected official during the solicitation process will, and shall be, just cause for disqualification/rejection of Proponent response/Proponent's bid submittal and considered non-responsive.
- d. A Proponent's default or breach of contract in previous work that resulted in termination of that agreement and/or
- e. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- f. No person, firm, or corporation shall be allowed to make, 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.

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6.7 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 SOQ response.

6.8 LICENSING REQUIREMENTS

General B contractor's license is required.

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.

6.9 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.

6.10 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 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.

6.11 AVAILABLE FUNDING

Any contract which results from this solicitation 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.

6.12 TERMINATION FOR CONVENIENCE

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

6.13 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.

6.14 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.

6.15 AWARD

Upon completion of the evaluation, the City intends to award multiple firms to be selected to an establish a vendor pool, for either/both daytime operations and after-hours emergencies, including a wait list of eligible firms.

If a satisfactory agreement cannot be negotiated, the City will terminate negotiations with that firm and begin negotiations with the next ranked firm, and so on. After successful negotiations, a contract will be awarded and executed with the successful firms. Each time there is an upcoming call for service projects, proposals will be solicited from each there is an upcoming call for service projects, proposals will be solicited from the next firm awarded a contract on the established rotating contractors list. The City does not guarantee the amount of services being requested from each firm, and may utilize services

from firms in other contracts on an as needed basis (example: if a firm is unavailable to provide the work or the City and the firm cannot agree on a per project costing).

Once the contracts are executed, projects will be assigned to firms based on the City's evaluation of best fit and the firm's ability to successfully complete the work in the needed timeline. Cost for each project will be negotiated based on the complexity of and time commitment required for successful completion.

Each firm selected for the vendor pool will be expected to enter into a Professional Services Contract or a purchase order agreement with the City. Proponents shall direct their attention to the most current insurance and indemnification language contained in this solicitation. It is expected that the successful proponent will accept these terms without modification. However, if there are any exceptions to the City's requirements proponents are encouraged to include a narrative detailing any concerns to the language on insurance and indemnification.

Further, the City reserves the right to reject any and all SOQ responses, or alternate SOQ responses, or waive any informality in the SOQ responses as is in the City's best interest.

7 PROPOSAL DOCUMENTS

ABATEMENT AND EMERGENCY BOARD UP SERVICES	
PUR-23-018	
SUBMITTAL DUE: THURSDAY, MARCH 9 2023, AT 2:00 PM	
RFSOQ Submittal Electronic Mail	city.clerk@stocktonca.gov
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number	

ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

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

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 7 AND PLACE IN THE FRONT OF YOUR STATEMENT OF QUALIFICATIONS).
- ✓ 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 Statement of Qualifications) name and e-mail address for City contact, if different from signatorem.
- ✓ Include your Statement of Qualifications, as outlined in these specifications.
- ✓ Please submit one (1) electronic version of the statement of qualifications to city.clerk@stocktonca.gov.
- ✓ Review, print and sign all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid and submit with response.
- ✓ Use Section 7.0 Proposal Documents to electronically deliver sealed proposal timely to City Clerk's Office at 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

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

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 ___

8 PROPOSAL EXHIBITS

Exhibits can be found on the City's Bid Flash Website:

<http://www.stocktonca.gov/services/business/bidflash/default.html>

8.1 [Exhibit A – Sample Contract](#)

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

8.2 [Exhibit B – Insurance Requirements](#)

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 Abatements and Emergency Board Up Services.

8.3 [Exhibit C – Vendor Self Service, VSS Guide](#)

8.4 [Exhibit D – Standard Price list](#)