

# CITY OF STOCKTON



## REQUEST FOR PROPOSALS (RFP) PUR 23-019 CITY WIDE SECURITY SERVICES

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,  
APRIL 6, 2023, IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425  
NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

**REQUEST FOR PROPOSALS (RFP)**  
**CITY WIDE SECURITY SERVICES**

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

<b>RFP INFORMATION</b>	
<b>PUR-23-019</b>	
Contact	Patricia Monesi
Email Address	<a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a>
Pre-Submittal Meeting	There is no Pre-Submittal Meeting.
MANDATORY Site Tour	March 16, 2023; 1:00 PM until 3:00PM; Stewart Eberhardt Building (SEB) 22 E. Weber Avenue, Room 166, Stockton, CA 95202
RFP Submittal Electronic Mail	Office of the City Clerk <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
Due Date for Questions and Clarifications	March 23, 2023; 2:00 PM
Due Date for Response to Questions/Clarifications	March 30, 2023
RFP Submittal Due Date & Time	April 6, 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)	April 12, 2023

## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, April 6, 2023 at 2:00 pm (local time)** by the City of Stockton, California for CITY WIDE SECURITY SERVICES – PUR 23-019 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(s)” to provide security services that have significant public agency experience for the City’s various locations and events. The City is seeking security personnel to oversee City buildings, community centers and library branches throughout San Joaquin County.

Proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal 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.

**Proposal forms and specifications are available on the City’s website at <https://www.stocktonca.gov/services/business/bidflash/default.html>.** A MANDATORY PRE-SUBMITTAL MEETING is scheduled for Thursday, March 16, 2023 at 1:00 pm until 3:00 pm at the Stewart Eberhardt Building 22 E. Weber Ave Room 166, Stockton, CA 95202. Proposals must be electronically delivered to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). 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 Patricia Monesi at [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov) or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK  
CITY OF STOCKTON

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## 1.0 BACKGROUND/SUMMARY

The City of Stockton (City) is seeking to award multiple contracts with qualified security service firms that have significant public agency experience providing security personnel and customer assistance at various City buildings including community centers and library branches throughout San Joaquin County. Security Services shall also include escorting employee and customers to their vehicle. Patrolling after hours and providing security during City Council Meetings. Hours, staffing, and specific duties vary by location and are at the discretion of each Department based on its unique security needs.

## 2.0 SCOPE OF SERVICES

Within City facilities, the proponent shall encounter, confront, and address issues which may include, but not be limited to loitering, homelessness, property crime related to theft or vandalism, crowd control and public safety during large special events and meetings, and disorderly conduct.

Successful Proponent(s) shall provide all labor, material, vehicles, bicycles, and personnel equipment such as flashlights, radio, cellular phone, tablet or other communication devices, safety gear that may be required for site (i.e. steel-toed shoes, reflective vests, hardhats, etc.) and guard uniforms.

Proponent shall provide security services in accordance with the requirements of this scope of services. Proponent shall be responsible for the following services and duties:

- A. Establish a visual presence that communicates to the public that the facilities are safe and secured.
- B. Greet, engage, and assist visitors in each facility as well as patrol and maintain security. Escort unwanted visitors out as quickly as possible if they linger in the facility, after inquiring whether they need assistance.
- C. Lock and unlock buildings, gates and access ways and maintain key security; The Proponent shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Proponent shall properly use and keep safe all keys or locks issued by the City to the Proponent. The Proponent shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovering the keys or locks are lost or stolen. The Proponent shall reimburse the City for the total cost of re-keying, replacement keys and/or locks that have been lost. Upon termination or cancellation of the resulting contract, the Proponent shall immediately return all keys, cards, remotes, etc., to the City. The Proponent shall reimburse the City for the total cost of lost items. It is the City's responsibility to make/duplicate any keys and should be requested to the appropriate department and then issued following the City's key request policy.

- D. Respond to security, fire and critical alarms or calls. Provide effective, efficient, and proper response and follow through with authorities and appropriate department contacts when emergencies arise in the facilities.
- E. Monitor and ensure restricted areas are limited to authorized persons only.
- F. Secure assets against damage, theft, fire, flood, storm, or other events that may cause damage as instructed.
- G. Manage lost and found items by turning them into authorized personnel to be determined by the City.
- H. Keep and maintain a record of activity throughout shift with a Daily Activity Report, (DAR), reporting significant events to the City as instructed.
- I. Review and analyze the DAR of the previous shift and take appropriate actions as necessary.
- J. Make regular and randomly complete, timed rounds every day (even in inclement weather) throughout all facilities, including but not limited to multiple facility levels, parking lots, exterior perimeter, stairwells, public restrooms, lobbies, basements or anywhere that a person could hide or sleep. After fully checking a facility, security personnel shall write down observations/actions taken in the DAR.
- K. Engage those sleeping in or around City facilities, inform them that this behavior is prohibited, and escort them from the facility. If the person is a repeat offender or does not cooperate and leave the facility, security guard shall call the Stockton Police Department (SPD).
- L. Engage people who are urinating or defecating in or around any City facility and inform them that this behavior must cease immediately, is unacceptable, illegal, and subject to citation. If the person is disobedient, nonconforming, defiant and/or threatening, security guard shall call SPD.
- M. Respond to emergencies, intervene when appropriate to resolve the incident and contact the proper authorities immediately as needed, including SPD, and/or Stockton Fire Department (SFD).
- N. Proponent shall designate a primary point of contact, referred to as the "Project Manager," for City staff to communicate with on an as-needed basis. The Project

Manager shall keep the City informed of any, and all personnel changes and any site-specific issues or recurring problems.

- O. Provide a supervisor to monitor, evaluate, and provide coverage for guard performance at all sites, and for all shifts.
- P. Supervisor shall make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences; read, review and approve all DAR and Special Incident Report (SIR) forms; correct security guards for lack of performance issues, such as inability to follow written or oral instructions, and uniform appearance; attend regularly scheduled meetings with Proponent's Project Manager and City personnel, and proactively address any gaps in service level or guard performance.
- Q. Ensure proper protocol of metal detector and wand screening, positively identifying all alerts.
- R. The Municipal Utilities Department (MUD) and Municipal Service Center (Public Works) requires 24/7 security services at these facilities. Services shall include those listed as well as manning a guard booth at the main entrance to check in visitors, monitor cameras, control ingress and egress at the gates, and generally control access to the facility. In addition to manning the guard booth, there may be additional roaming security staff to make random checks of the buildings and facilities to ensure no incidental access and providing break and mealtime coverage to the guard booth staff.
- S. Ensure safety of City employees by escorting to vehicles, upon request.

## 2.1 REPORTING REQUIREMENTS

Proponent is required to update and maintain DAR and SIR documenting security-related problems at each site. Proponent shall ensure that the DARs and SIRs are verified for completeness/accuracy. DAR and SIR forms must be made available to the City upon request.

2.1.1 Proponent shall ensure that each DAR includes at a minimum the following information:

- A. Security Guard's name, assignment, equipment check, date/time/facility, and descriptions of patrol activities.
- B. Summary of security logs including the number of reported incidents and associated details along with photos of the incidents.
- C. Record of any actions, follow-ups or updates on the identified incidents.
- D. Summary of any reportable incidents.



- E. List of any vehicles that are out of service and details of the nominated replacement vehicles.
- F. Hourly communication between security guards and supervisors shall be recorded on the DAR.
- G. DARs must be digital and emailed to authorized City personnel for each site, each day.

2.1.2 Proponent shall produce SIRs for all crimes committed in the facilities, medical aid calls when advanced medical aid needs to be summoned, any injury on City property, and any irregular or suspicious activity which needs to be documented outside the daily DAR.

Proponent shall ensure that each SIR includes at a minimum the following information:

- A. Date, time, facility address, Security Guard's name and badge number.
- B. A detailed description of the incident; and
- C. All actions that were taken, i.e., license plate numbers, names, phone numbers, descriptions, photos, statements, locations, police case number, and names of City staff contacted, when applicable.

## 2.2 CASH HANDLING

Proponent must adhere to the City's Cash Handling procedure (section 2.2.1), if site involves cash handling. Proponent is responsible for employee training, and documentation that employee has read the Cash Handling Policy should be placed in each employee's personnel folder. If the employee has any questions regarding the policy, security company should review the policy with the employee.

### 2.2.1 CASH HANDLING PROCEDURES ARE AS FOLLOWS:

1. There must be two security guards present whenever cash is collected and transported to City's designated deposit site. If cash is not in the custody of two personnel during the travel, signatures, log numbers, and sealed bags must be used to always ensure accountability.
2. There must be a cash count sheet which documents:
  - (a) Names of person(s) removing cash from safe
  - (b) Date/time cash is removed from safe
  - (c) Date/time cash is returned to safe
  - (d) Cash breakdown – coins, bills, checks, credit card slips

- (e) Two signature lines for the person(s) attesting to cash count and amount
- 3. Two people must count cash and both people must sign the cash count sheet acknowledging that the recorded amount of cash was in the bag.
- 4. Each time cash is handed off to the next person, the person accepting the cash must count the cash before accepting it and keep the signed copy of the cash record with the cash.
- 5. Bank deposit slips must match the cash sheets.
- 6. All change/register funds, including any safe amounts, must be counted, and logged with employee initials at each site, each day.

Proponent's supervisor must visit each site handling cash a minimum of once per month to audit all cash onsite and document such audit. All audit results must be sent to City monthly and shall be included in the quarterly security review with City Staff.

### 2.3 EMPLOYEE SELECTION

The City holds the right to reject or demand the immediate replacement of any security employees that do not meet one or more of the selection or performance criteria noted below. In an effort to retain site knowledge and expertise, Proponent shall interview existing security staff for potential employment. All employees selected to work at any City of Stockton location shall be qualified based on meeting, at a minimum, the following:

- A. Be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.
- B. Possess a valid California driver license.
- C. Possess a high school diploma or equivalent.
- D. Possess the ability to communicate effectively in the English language, both oral and written. Write legible, complete, and accurate DARs.
- E. Successfully pass a drug screening evaluation and background investigation to include fingerprinting within the previous twelve (12) months.
- F. Possess adequate physical and mental health, including good, corrected eyesight (correctable to 20/20, good visual acuity and normal color perception), hearing, sense of smell, and mobility necessary to perform security guard service functions.
- G. Ability to assess a situation, and quickly determine what is going on and what type of assistance/action will be needed.

- H. Ability to walk three (3) miles, including stairwells, in good physical condition during assigned shift.
- I. Ability to give general directions and information to customers.
- J. Ability to be professional, courteous, and helpful; and the ability to display a proactive problem-solving approach to issues and questions. Security guards should be outgoing and focused on customer service as a critical part of their security function.
- K. If selected to drive a security vehicle, the employee(s) must maintain a good driving record, including, but not limited to, no moving violations within the last twelve (12) months, have had proper training in the use of all equipment associated with the use of the vehicle, including first aid/CPR training.
- L. Possession of valid credentials evidencing Security Guard Registration with the Bureau of Security and Investigative Services of the California Department of Consumer Affairs. The guard must be always in possession of these credentials and must be presented at any time to any law enforcement officer or City representative. Failure of a guard to meet this requirement may result in liquidated damages and nonpayment by City to proponent for such guard services. Proponent shall replace guard in the event the guard fails to provide proper credentials.
- M. Shift Supervisor: Same qualifications as a security guard and ability to effectively supervise security guards and make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences. Have a working knowledge of company's organization, training, and resources outside of the City account. Maintain and obtain company equipment such as vehicles, flashlights, uniforms, blank DAR, and SIR report forms. Read, review and sign guards' DAR and SIR forms. Have the ability to correct security guards for lack of performance issues such as the inability to follow written or oral instructions and uniform appearance. Attend weekly meetings with proponent's Project Manager and City personnel.

## 2.4 TRAINING

- A. Proponent shall have a formal, written training plan for employees and document employee attendance and participation. The training plan should provide for ongoing employee training based on specific job assignment and location. Training shall include but not be limited to the proper use of all equipment, how to provide exceptional customer service, a protocol for how to report concerns, issues, breaches of security while on duty and proper chain of command for both site location and within proponent's company. Site training shall include specific expectations of staff while on duty, breaks, at start and end of the shift. Backfill employees must be trained on-site protocols prior to starting a shift.
- B. Proponent shall complete and maintain training records, which indicate all initial and recurrent training and any examination results, permits, licenses, and registrations required

by State Law or City Ordinance, for all employees assigned to duty under a City of Stockton contract. The proponent shall maintain training records for terminated employees for at least one year after termination or the period required by State law, whichever is longer. These records will be available for inspection by the City upon request. The proponent shall ensure all employees assigned to City sites will be thoroughly familiar with requirements of duty station and applicable City policies to the duty station assigned.

## 2.5 SUPERVISION

- A. Proponent shall provide adequate supervision of personnel to ensure their employees are always attentive while on duty, and employees do not sleep, read, text, play video games, watch television, access the internet or any social media site, listen to audio headset equipment, consume alcohol, or perform any other distracting task while on duty. Proponent shall ensure their employees are properly uniformed, neat, and professional in appearance, and courteous and professional in demeanor, at all times while on duty. Proponent agrees to schedule supervisor to attend regularly scheduled meetings with City staff to review contract performance on not less than a quarterly basis. Times, dates, and places to be determined.
- B. Proponent shall ensure DAR logs are maintained at each site to verify area is secured and document any unusual activity. Specific requirements may vary by site.
- C. Proponent is responsible for payment of their employees' wages, salaries, overtime, benefits, taxes, insurance, and other required costs associated with employment. At no time are they considered employees of the City of Stockton. Employees assigned to duties with the City shall not work more than 12 hours per day with a turnaround time of fewer than 12 hours, or 52 hours per week on all assignments combined. The City will not pay overtime unless requested by and approved by the Project Manager.

## 2.6 PROFESSIONAL STANDARDS, UNIFORMS, AND EQUIPMENT

- A. Proponent shall provide all necessary uniforms and equipment for their personnel. Proponent shall ensure that all uniforms are clean and pressed and clearly show the word "Security" on it as well as visibly display a name badge with the guard's picture, name, and the name of the proponent.
- B. Proponent shall ensure that all staff acts professionally, and is courteous, well-groomed, well-mannered, and helpful to all customers. Proponent shall have established comprehensive standards of appearance for maintaining both professional standards of conduct and neat personal appearance for its employees.
- C. Required equipment includes a flashlight, pen and paper, either a portable two-way radio or a cellular telephone, and an automobile, bicycles, and necessary safety equipment required by Proponent policy— all in good working condition. Other equipment such as rain gear, handcuffs, and pepper spray, may be used with permission of the City. Proponent shall report any equipment malfunctions, problems, safety, and/or maintenance concerns to the City.
- D. Proponent shall ensure all security equipment such as radios, mobile phones, parking compliance devices, etc. are appropriately charged and in good working order. Additional

portable phone charger must be provided so that personnel is never without a cell phone while phone charges. Cell phone must be on personnel and answered during billable hours at each site.

- E. Proponent shall maintain evidence of all required training and permits for any equipment assigned or used by their employees while on duty for the City.

## 2.7 VEHICLE

Vehicles used by Proponent shall comply with the following:

- A. Be clearly marked as a security patrol vehicle on the front, back, and both sides with the proponent's company name and insignia.
- B. Be equipped with an emergency lighting system, in accordance with the California Highway Patrol, emergency road flares, and first aid kit. If the use of a rental vehicle is necessary, it must be clearly marked as a security patrol vehicle while at any assigned City location.
- C. Be clean and well maintained in safe operating condition. The Proponent shall maintain vehicle maintenance and inspection records for all vehicles used to provide security guard service to the City. These records will be available for inspection upon request by the City.
- D. Be properly licensed with current registration and insured in accordance with State law.

## 2.8 BICYCLES

Bicycles used by Proponent shall comply with the following:

- A. Be clearly marked as a security patrol bicycle with the proponent's company name and insignia.
- B. Be equipped with a lighting system including reflectors and other safety equipment in accordance with the California Vehicle Code.
- C. Be clean and well maintained in safe operating condition. The proponent will maintain bicycle maintenance and inspection records for all bicycles used to provide security guard service to the City of Stockton.
- D. Be properly licensed with the City in accordance with the Stockton Municipal Code.

## 2.9 TOLL BOOTH OPERATION

Proponent shall collect tolls at Buckley Cove, secure the funds, prepare daily reports and deposits, and deliver them to the Administrative Services Department in accordance with City of Stockton cash handling directives, policies, and procedures. Schedule for pick-up of funds from toll booths and delivery to

Administrative Services will be mutually agreed upon but shall not be less than three (3) times, per week. Pick up times can be altered according to seasonal needs with adequate notice by the City.

## 2.10 CONTRACT PERFORMANCE

The City will evaluate proponent's performance under the conditions of the resulting contract. The proponent shall be required quarterly per calendar year with the City representative(s).

## 2.11 ADDITIONAL REQUIREMENTS

The following additional items shall be included in the submitted proposal:

- A. Description of procedures and sample reports for:
  1. Periodic performance reports
  2. Specific incident reports (SIR)
  3. Daily Activity Reports (DAR)
- B. Description of communication plan between Proponent and City, including how SIR and DAR will be made available, proposed frequency of communication and method, i.e., email, online portal, phone call, in-person meeting or other.
- C. Staffing plan for vacancies and backfilling positions
- D. Training plan for security guards.
- E. Discrimination and Harassment policy.

## 3.0 PROJECT SCHEDULE OF EVENTS

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

## 4.0 SUBMITTAL REQUIREMENTS

### 4.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT

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

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references, and thoroughness of the Proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) electronic version of the proposal to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proposal fee shall be submitted as a separate electronic file from submitted proposal.

- E. The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.
- F. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the Proposal but may appear only in an "Additional Data" section. This has specific reference to the following types of data: Generalized narrative of supplementary information; and Supplementary graphic material.
- G. All proposals must be signed with the full name of the Proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- H. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.
- I. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.
- J. Sample DAR and SIR forms.

#### 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 team;
- B. The mailing address, telephone number, and the name of the main point of contact for the Proponent team;
- C. A summary of the consultant's experience and qualifications as it relates to the Scope of Work of this solicitation and the significant advantages to selecting the Proponent;
- D. An acknowledgement of receiving any addendum(s) to the solicitation document.

#### 4.3 REFERENCES

Provide a list of five (5) references minimum, including governmental organizations comparable in size to Stockton 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 as a separate electronic file. 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 the scope of work described in this solicitation and resulting awarded contract. A key component for the successful firm will be the ability to meet the performance desires of the City while minimizing the cost.

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

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

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

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

1. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents;



2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule - completed and signed under separate, sealed cover;
4. Proponent's Covenant;
5. Non-Collusion Affidavit;
6. References;
7. Submitted and signed Addendums;
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 keys to applicable locations all readily available plans, documentation, and data necessary for completing the above tasks.

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 MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING

A mandatory site tour will be held March 16, 2023, for two (2) hours; 1:00 pm to 3:00 pm at Stewart Eberhardt Building (SEB) 22 E. Weber Avenue Room 166, Stockton CA 95202.

### 6.4 TERM

The City intends to award one or more three (3) year contract(s) with one (1) option to renew for two (2) additional years.

### 6.5 OTHER GOVERNMENT AGENCIES

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

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

#### 6.6 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 2.

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

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

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

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

#### 6.7 APPLICABLE LAW

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

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

#### 6.8 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 solicitation 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 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.

#### 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: PATRICIA MONESI  
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.

At all times during the contract period, Proponent shall possess valid licenses and permits, and adhere to all regulations required by the following:

- State of California Business and Professions Code Division 3, Chapter 11.5 Private Security Services.
- State of California Code of Regulations, Title 16, Division 7.
- Stockton Municipal Code Sections 5.04.040.

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 Solicitation process, the City may award a contract for services identified in the Solicitation. The City reserves the right to select the successful Proponents and to negotiate terms of a contract with the Proponents 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>CITY WIDE SECURITY SERVICES</b>	
<b>PUR-23-019</b>	
<b>SUBMITTAL DUE: THURSDAY, APRIL 6, 2023 AT 2:00 PM</b>	
RFP Submittal Electronic Mail	<a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
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 electronic file).
- ✓ 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.
- ✓ Please submit one (1) electronic version of the proposal to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proposal fee shall be submitted as a separate electronic file from submitted proposal.
- ✓ Review, print and sign all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and submit with proposal response.
- ✓ Use Section 8.0 Proposal Documents to electronically deliver sealed proposal timely to City Clerk's Office at [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov).

ATTACHMENT B- PROPONENT’S COVENANT

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

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

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FIRM

---

ADDRESS

---

SIGNED BY & DATE

---

TITLE OR AGENCY

---

PHONE/FAX NUMBER

---

EMAIL

ATTACHMENT C - NON-COLLUSION AFFIDAVIT  
AFFIDAVIT FOR INDIVIDUAL PROPONENT

**No. 1**

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

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

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

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

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

Seal \_\_\_\_\_

Signature \_\_\_\_\_

---

**No. 2**

AFFIDAVIT FOR CORPORATION PROPONENT

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

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

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

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

Seal \_\_\_\_\_

Signature \_\_\_\_\_

---

**No. 3**

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

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

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

(insert)

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

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

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

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

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

Seal \_\_\_\_\_

## 9.0 PROPOSAL EXHIBITS

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

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

### 9.1 [Exhibit 1 – Sample Contract](#)

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

### 9.2 [Exhibit 2 – Insurance Limits](#)

Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

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

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

This project is subject to Insurance Requirements for City Wide Security Services

### 9.3 [Exhibit 3 – Site Locations and Hours](#)