

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 24-003 FIREARMS EXAMINER

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,
SEPTEMBER 28, 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)
FIREARMS EXAMINER

Dates and Times are Subject to Change

RFP INFORMATION	
PUR-24-003	
Contact	Lynn Smith
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	There is no Pre-Submittal Meeting
MANDATORY/OPTIONAL Site Tour	There is no Site Tour
RFP Submittal Electronic Mail	Office of the City Clerk city.clerk@stocktonca.gov
Due Date for Questions and Clarifications	September 14, 2023, 2:00 pm
Due Date for Response to Questions/Clarifications	September 21, 2023
RFP Submittal Due Date & Time	September 28, 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)	TBD

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, September 28, 2023, at 2:00 pm (local time)** by the City of Stockton, California for FIREARMS EXAMINER – PUR 24-003 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from firms or individuals, herein after referred to as “Proponent” to provide crucial support in the identification, arrest, and prosecution of offenders involved in violent gun-related cases to the City of Stockton Police Department. The City is seeking a qualified Firearms Examiner to provide support to the Evidence Identification Section and Investigators to expedite the identification, arrest, and prosecution of offenders involved in violent gun-related crimes, allowing the Supervising Evidence Technicians and Investigators to have National Integrated Ballistic Information Network (NIBIN) leads confirmed on firearm-related cases that Department of Justice (DOJ) may not necessarily prioritize.

Each sealed 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 www.stocktonca.gov/BidFlash. Proposals must be electronically delivered to 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 Lynn Smith at stocktonbids@stocktonca.gov or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

Contents

1.0	BACKGROUND/SUMMARY	1
2.0	SCOPE OF SERVICES	3
3.0	PROJECT SCHEDULE OF EVENTS.....	4
4.0	SUBMITTAL REQUIREMENTS.....	5
4.1	PROPOSAL GUIDELINES, CONTENT AND FORMAT.....	5
4.2	COVER LETTER.....	5
4.3	REFERENCES.....	6
4.4	FINANCIAL STATEMENT	6
4.5	CORPORATE STRUCTURE, ORGANIZATION	6
4.6	PROPOSAL FEE	7
5.0	SELECTION CRITERIA & EVALUATION.....	7
6.0	CITY REQUIREMENTS	8
6.1	CITY RESPONSIBILITIES	8
6.2	LOCAL BUSINESS PREFERENCE.....	9
6.3	MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING.....	9
6.4	TERM.....	9
6.5	OTHER GOVERNMENT AGENCIES	9
6.6	INSURANCE REQUIREMENTS	9
6.7	APPLICABLE LAW.....	10
6.8	METHOD OF PAYMENT	10
6.9	NOTICE TO OUT OF STATE BUSINESS.....	10
6.10	CONFIDENTIALITY.....	11
6.11	PROTEST POLICY.....	11
6.11.A	Protest Procedure	11
6.11.B	Protest Review	12
7.0	GENERAL REQUIREMENTS, TERMS & CONDITIONS.....	13
7.1	CONSEQUENCE OF PROPOSAL SUBMISSION	13
7.2	ACCEPTANCE OR REJECTION OF PROPOSAL	13
7.3	RIGHT TO CHANGE OR AMEND REQUEST.....	13
7.4	CANCELLATION.....	14
7.5	EXAMINATION OF PROPOSAL MATERIALS.....	14
7.6	ADDENDA AND INTERPRETATION.....	14

7.7	DISQUALIFICATION.....	15
7.8	CONDITIONS IF WORK IS SUBCONTRACTED	15
7.9	LICENSING REQUIREMENTS	15
7.10	INDEMNITY AND HOLD HARMLESS.....	15
7.11	COMPETITIVE PRICING	15
7.12	AVAILABLE FUNDING	16
7.13	TERMINATION FOR CONVENIENCE.....	16
7.14	AUDITING CHARGES AND SERVICES.....	16
7.15	CHANGES.....	16
7.16	AWARD.....	16
8.0	PROPOSAL DOCUMENTS.....	8-1
	ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST	8-2
	ATTACHMENT B- PROPONENT’S COVENANT.....	8-3
	ATTACHMENT C - NON-COLLUSION AFFIDAVIT.....	8-4
	ATTACHMENT D - FEES.....	8-6
9.0	PROPOSAL EXHIBITS.....	9-1
9.1	Exhibit 1 – Insurance Limits	9-1
9.2	Exhibit 2 – Sample Contract.....	9-1

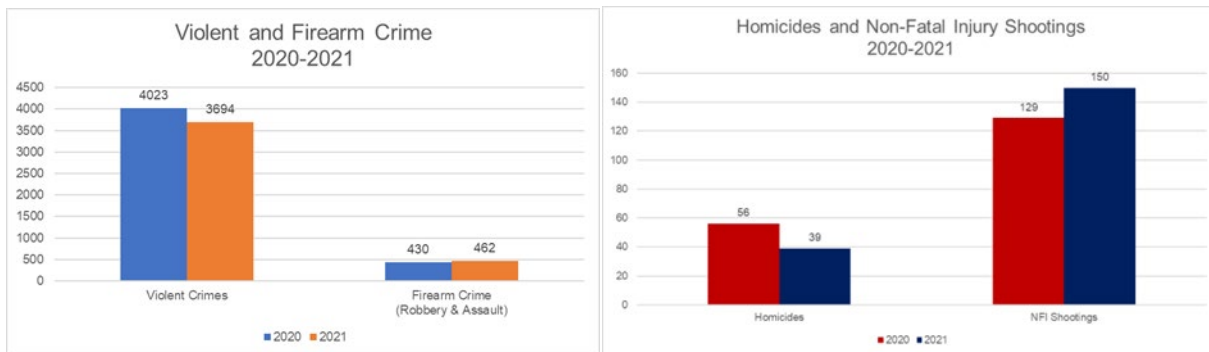
1.0 BACKGROUND/SUMMARY

The City of Stockton is located in the heart of California's Central Valley, bordered by two major north-south interstate highways with easy 90-minute access to San Francisco on the west, Sacramento on the north, and Fresno to the south with an estimated population of 323,297 (www.populationu.com).

Stockton has been fighting significant gun-related violent crime for nearly 30 years. Throughout this time span, Stockton has experienced both record highs and lows in violent, gun-related crime. Even though the long-term trend for violent crime in Stockton is ticking slightly downward, in 2019, the rate per 100,000 residents was 1,397, nearly four times that of the national average of 379 based on FBI Uniform Crime Report (UCR) data.

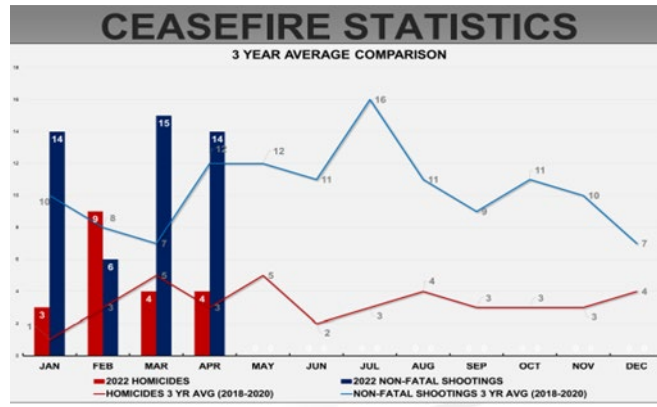
Beginning in early 2021, the Stockton Police Department (SPD) began reporting in the National Incident-Based Reporting Systems (NIBRS) and is still working to formulate an equivalent representation of crime per capita using both UCR and NIBRS data for the calendar year 2021.

The monthly and annual violent crime numbers continue to fluctuate and spike, and the overall perception of safety within the City of Stockton is negative with residents expressing increased fear of gun violence in their community. When looking at homicides, Stockton compared to the same 12-month period the year prior shows a decrease of 30% in 2021 and a very minimal decrease in firearm-related violent crime as noted below.



Data provided by Stockton Police Department Crime Information Center

The first several months of 2022 show a dramatically different story with 20 homicides and 49 non-fatal shootings documented as of April 30, 2022. This is demonstrated by the 3-year average comparison where three of the four months show homicide numbers above the 3-year average and non-fatal shootings.



Data provided by Stockton Police Department Crime Information Center

The prevalence of gun-related violent crime affects Stockton in three distinct ways:

- Unchecked and unsolved gun-related violent crime erodes the community's trust in the Police Department by reducing its legitimacy and competence. Law enforcement agencies can conduct hours upon hours of community outreach and engagement, but if they fail to prevent or solve gun-related crimes, the community's trust suffers.
- The high level of resources dedicated to gun-related violent crime is disproportionate and reduces the amount available for much-needed services such as library and community center hours. Gun crimes are labor-intensive and require officers and support staff to dedicate countless hours to investigate crime scenes, review and analyze to develop leads, suspects, and eventually prepare court documents for prosecution.
- Gun-related violent crime negatively affects economic development. Stockton has several Census Tracts that are designated as Qualified Opportunity Zones (QOZs) located within the areas most impacted by firearm crimes. A map of the QOZs located within Stockton, as well as a crime density map, and the high-poverty census tracts are included as attachments to the application. If the Stockton community struggles with quality-of-life issues and does not feel safe sending their children to school, or going shopping due to gun violence, that has a ripple effect on the entire Stockton community.

The SPD recently received a grant from the Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative, a competitive grant program in partnership with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). This grant program is designed to provide funding to state, local, and tribal government entities that are experiencing significant increases in violent gun-related crime. Its purpose is to support local and tribal jurisdictions in their efforts to swiftly develop leads to identify unlawfully used firearms and their sources and to effectively prosecute perpetrators involved in violent crime. The initiative involves collaboration between these jurisdictions and their ATF partners, utilizing intelligence, technology, and community engagement to achieve this goal.

The SPD uses the Department of Justice (DOJ) Bureau of Forensic Services Regional Laboratory for confirmations of NIBIN leads and to prepare court write-ups. However, case submissions are sometimes limited due to backlogs and high caseloads.

As part of this grant, SPD seeks to contract with a Forensic Consultant Firearms Examiner to streamline the test-firing process to reduce the time needed for confirmation of NIBIN leads and court write-ups. This will allow the Investigators to have NIBIN leads confirmed on firearm-related cases that may not necessarily be prioritized by DOJ.

Once confirmed, Investigators will work with the San Joaquin County District Attorney (SJCDA) office to have cases filed and prosecuted in a timelier manner without having to delay cases due to limitations of examination of evidence. This is of particular importance when the NIBIN confirmation can mean the difference between an offender facing only gun possession charges and that same offender facing charges for the shooting crime(s) they used that gun to commit before their arrest. This is not only more likely to lead to an appropriate sentence for a violent offender but is also more likely to prevent additional violence committed by that offender in retaliation for their crimes, primarily because solving and charging the violent gun offense will more likely result in pretrial detention for public safety purposes.

2.0 SCOPE OF SERVICES

The City of Stockton (City) is seeking proposals from qualified Firearms Examiners (Proponent) to provide essential support to the Evidence Identification Section and Investigators to expedite the identification, arrest, and prosecution of offenders involved in violent gun-related crimes, allowing the Supervising Evidence Technicians and Investigators to have NIBIN leads confirmed on firearm-related cases that DOJ may not necessarily prioritize.

The selected Proponent shall develop an efficient and organized operating process for examining firearm-related cases and provide confirmations of NIBIN leads on firearm-related cases, including homicide (187) workups, per the specifications, terms, and conditions identified in this Request for Proposal (RFP).

Tasks shall include, but not necessarily limited to:

- Prepare firearm-related cases, not limited to major homicide case workups, in preparation for court presentation in San Joaquin County's courts.
- Review laboratory-based casework involving the examination of ammunition, fired ammunition components, firearms, evidence items having tool marks of evidence value, and comparative analysis.
- Providing all resources necessary for a thorough consultation.
- Available to testify at trials, hearings, depositions, and interviews, when necessary, at the agreed-upon rate.
- Provide Pre-trial consultation to include issues of discovery and evidentiary hearings.
- Provide testimony and depositions for criminal and civil trials and pre-trial hearings.

- Assist in reviewing the current practices of the SPD regarding workflow and processing of firearm-related evidence.
- Make suggestions on how to streamline SPD processes.
- Testify as to all findings regarding non-OIS (Officer Involved Shootings) firearm-related cases prepared at the Stockton Police Department and will be available for testimony in the San Joaquin's court at mutually agreed times with the District Attorney's Office.

As a trained Firearms Examiner, examinations are expected to be completed according to industry standards. Reports shall include all information on the evidence examined and all conclusions made.

This scope of services expressly excludes any engagement in responding to or processing of crime scenes. Furthermore, the proponent's involvement will not extend to participating in or providing expert witness services for incidents involving Officer Involved Shootings (OIS).

2.1. MINIMUM QUALIFICATIONS

- Successful completion of a documented Firearm and/or Tool Mark Examiner training program at a recognized crime laboratory or school consistent with Association of Firearm and Tool Mark Examiners (AFTE) guidelines.
- Four (4) years of experience with the analysis of firearms, ammunition, and ammunition components; conducting microscopic comparisons of questioned bullets and cartridge cases; examining various types of manufacturer, class, and individual characteristics of tools and tool marks on a variety of objects; conducting shooting incident reconstruction; providing training for other laboratory examiners and personnel regarding firearm safety and proper handling techniques; and guidance/expertise to latent print examiners with assisting them with potential locations on firearms where latent prints may be found.
- Bachelor's degree from an accredited college or university with major course work in a science, or a related field is preferred.
- Experience conducting examinations while maintaining chain of custody and formulating interpretation results for forensic or intelligence exploitation.
- Experience with administrative and technical review (AR/TR) lab procedures.
- Experience performing quality checking of instruments and reagents.
- Experience with utilizing and submitting to national databases.

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' qualifications 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. Proposal fee shall be submitted as a separate electronic file from the submitted proposal.
- E. 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.
- F. 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.
- G. 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.
- H. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

4.2 COVER LETTER

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

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

- A. The names of the key members of the Proponent 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 acknowledgment of receiving any addendum(s) to the solicitation document.

4.3 REFERENCES

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

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

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

4.4 FINANCIAL STATEMENT

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

Proponent shall submit a full and detailed presentation of the true condition of the Proponent's assets, liabilities, and net worth. The report should include a balance sheet and income statement. If the Proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any Proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

4.5 CORPORATE STRUCTURE, ORGANIZATION

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as a 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

Proponent must submit a signed proposal fee under a sealed, separate envelope. Do not include with the technical proposal response. Provide detailed basic fee structure and breakdown of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.

Fees not initially requested for consideration, but which the Proponent wishes to include, should be excluded from the technical proposal response. Instead, they should be presented within a separate section with the proposal fee titled "Additional Fees".

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

City will provide adequate workspace should the successful proponent wish to come on-site.

City will provide access to a Vision-X scope for the completion of examinations.

SPD Firearms Unit Supervisor will coordinate the submission of evidence to the successful proponent.

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

Upon the conclusion of the grant, City will be obligated to furnish the following deliverables in compliance with the BJA-ATF CGIC framework:

- A collaborative working group, the CGIC integration team, including representatives from ATF, local/tribal police, probation and parole, prosecuting attorneys, USAO, local crime laboratory, crime analysts, community groups, and academic organizations. This working group will be formed using an MOU detailing partner roles and responsibilities.
- A Crime Gun Intelligence Center business process utilizing NIBIN and crime gun tracing through eTrace, including purchasing appropriate technology, if necessary. This process includes developing policy that governs a crime scene response and delivery of forensic evidence to the crime laboratory in a timely fashion, as well as prioritizes NIBN cases for prosecution. This process should also incorporate the use of GunStat to support reductions in violent crime and recidivism by identifying repeat gun offenders and gun-related cases. With GunStat, law enforcement, prosecution, and community supervision agencies prioritize these cases through shared data and intelligence as a way to disrupt the shooting cycle and keep violent offenders off the street.
- Effective investigations and prosecutions of violent crime involving feloniously used firearms.
- Ability to train new staff and criminal justice partners to develop the skills necessary to effectively investigate and prosecute gun crime.

- Violent crime prevention strategies in collaboration with community and nongovernmental organizations.
- Improved response to gun shots fired.
- Collection of performance data that reinforce the CGIC goal.
- A final analysis report describing the CGIC's implementation and outcomes.

The Goals, Objectives, and Deliverables are directly related to the performance measures that show the completed work's results.

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

There are no mandatory or pre-submittal meetings for this project.

6.4 TERM

The City intends to grant one (1) contract for a duration of two (2) years, with the potential to renew or extend for up to three (3) additional one (1) year terms based on availability of funds.

6.5 OTHER GOVERNMENT AGENCIES

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

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

6.6 INSURANCE REQUIREMENTS

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

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

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

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

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

6.7 APPLICABLE LAW

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

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

6.8 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.

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. 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: LYNN SMITH
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

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

7.7 DISQUALIFICATION

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

7.8 CONDITIONS IF WORK IS SUBCONTRACTED

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

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

7.9 LICENSING REQUIREMENTS

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

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

7.10 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend 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 Proponent and to negotiate terms of a contract with the Proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements

that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the City of Stockton, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Beginning April 4, 2022, the Federal government will cease using the Data Universal Numbering System (DUNS) number to uniquely identify entities. At that point, entities doing business with the Federal government will use a Unique Entity Identifier (UEI) created in SAM.gov. If your entity is currently registered in SAM.gov, your UEI has already been assigned and is viewable in SAM.gov. This includes inactive registrations. If you are a new entity registering in SAM.gov, you will continue to register in SAM.gov using the DUNS number assigned by Dun and Bradstreet (D&B) until April 4, 2022. Upon completing your registration in SAM.gov, you will be assigned a UEI. For additional information, see the [Unique Entity Identifier Update](#) and the [OJP Grant Application Resource Guide](#).

[US Federal Contractor Registration \(USFCR\) | SAM.gov Registrations](#)

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

8.0 PROPOSAL DOCUMENTS

FIREARMS EXAMINER	
PUR-24-003	
SUBMITTAL DUE: THURSDAY, SEPTEMBER 28, 2023 AT 2:00 PM	
RFP Submittal Electronic Mail	Office of the City Clerk city.clerk@stocktonca.gov
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 PROPONENT 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, and Attachment D, Fees (under separate electronic file).
- ✓ (under separate cover).
- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.
- ✓ Include your proposal, as outlined in these specifications.
- ✓ Please submit one (1) electronic version of the proposal to <mailto:city.clerk@stocktonca.gov>, print and sign all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid and submit with proposal response.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office electronically to city.clerk@stocktonca.gov.

ATTACHMENT B- PROPONENT’S COVENANT

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

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

FIRM

ADDRESS

SIGNED BY & DATE

TITLE OR AGENCY

PHONE/FAX NUMBER

EMAIL

ATTACHMENT C - NON-COLLUSION AFFIDAVIT
AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF _____, _____)ss.
County of _____)
(insert)

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

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__

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

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF _____, _____)ss.
County of _____)
(insert)

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

(Signature Corporation Proponent)

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

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF _____)ss.

County of _____)

(insert)

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

(Signature)

(Signature)

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

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

Seal _____

ATTACHMENT D - FEES

COMPANY INFORMATION

Vendor Name:	
Vendor Address, Line 1:	
Vendor Address, Line 2:	
City, State, Zip Code:	
Vendor Website:	

CONTACT INFORMATION

Contact Name:	
Contact Email:	
Contact Phone:	
Contact Fax:	

RATES

Provide a rate for each of the following tasks:

Initial Consultation	
Examination Fee	
Expert Witness Testimony	
Deposition Fee	
Travel Time	

Signature _____ Date _____

Fees not initially requested for consideration, but which the Proponent wishes to include, should be excluded from the technical proposal response. Instead, they should be presented within a separate section with the proposal fee titled "Additional Fees".

9.0 PROPOSAL EXHIBITS

9.1 [Exhibit 1 – 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 FIREARMS EXAMINER

9.2 [Exhibit 2 – Sample Contract](#)

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