

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 24-009 CONSULTANT SERVICES FOR EMERGENCY DISPATCH AND RECORDS MANAGEMENT SOFTWARE SYSTEMS FOR STOCKTON FIRE AND POLICE DEPARTMENTS

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,
NOVEMBER 30, 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)
CONSULTANT SERVICES FOR EMERGENCY DISPATCH AND
RECORDS MANAGEMENT SOFTWARE SYSTEMS FOR STOCKTON
FIRE AND POLICE DEPARTMENTS

Dates and Times are Subject to Change

RFP INFORMATION	
PUR-24-009	
Contact	Patricia Monesi
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	There is no Pre-Submittal Meeting
MANDATORY/OPTIONAL Site Tour	There is no Site Tour
RFP Submittal Electronic Mail	city.clerk@stocktonca.gov
Due Date for Questions and Clarifications	October 26, 2023; 2:00 pm
Due Date for Response to Questions/Clarifications	November 13, 2023;
RFP Submittal Due Date & Time	November 30, 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
Notification of Intent to Award	January 22, 2023
Anticipated Date for Council Approval	TBD

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, November 30, 2023 at 2:00 pm (local time)** by the City of Stockton, California for Consultant Services For Emergency Dispatch And Records Management Software Systems For Stockton Fire And Police Departments – PUR 24-009 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 Professional Consulting Services for the creation of a solicitation of the City’s emergency dispatch services and records management systems. The City is seeking a Proponent to assess the needs for the City.

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/adminbid. 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 Patricia Monesi at stocktonbids@stocktonca.gov or (209) 937-8350.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

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1.0 BACKGROUND/SUMMARY

The City of Stockton, through the Stockton Fire Department and Stockton Police Department, encompasses emergency dispatch services and records management services for public safety agencies in San Joaquin County. Operations funding is through 9-1-1 fee assessments from the State of California.

Stockton Police Department

The Stockton Police Department Dispatch Center serves 65 square miles with a population of over 322,489.

The Stockton Police Department Dispatch Center is a 24-hr, 18-seat Primary Public Safety Answering Point (PPSAP) inside the Stockton Police Headquarters. The Center has been in its current location since 2011. The Center has authorized 41 full-time Public Safety Telecommunicators, 6 working front-line Telecommunication supervisors, six part-time Telecommunicators, and one full-time Police Services Manager. The dispatch center staffing consists of 8-10 Telecommunicators filling the roles of call-taking and dispatching.

The Stockton Police Department employs approximately 713 employees, 485 sworn and 228 professional staff.

The following chart represents the Stockton Police's 911 center calls and reports generated for 2022.

911 Center 2022	
Received Calls	247,648
Total received Calls	657,793
Generated Calls for Service	373,710
Dispatched Calls for Service	198,454
Police Records 2022	
Total Original Reports	30,714
Total Reports Including Supplementals	57,825

The existing CAD & RMS solution is Tiburon/Central Square, Total Command Dispatch, and Tiburon, Law Records.

The Stockton Police Department selected the Tiburon System as the provider in 1996 and, beginning in 2017, is currently utilizing the latest iteration.

Since this upgrade, the application has become end-of-life, near the end of support, and requires a replacement solution.

Stockton Fire Department

The Stockton Regional Fire and Emergency Medical Dispatch Center serves 388 square miles with a population of over 617,000. The Stockton Regional Fire and Emergency Medical Dispatch Center is a 24-hr, ten-seat Secondary Public Safety Answering Point (SPSAP) physically located at Stockton Fire facility. The Center has been in its current location since 1995. The Center has authorized 15 full-time Fire

Telecommunicators, three full-time working front-line Telecommunications Supervisors, three part-time Telecommunicators, six full-time Fire Telecommunicator Call Takers, one full-time Quality Assurance Specialist, and one full-time Emergency Communications Manager. The Center typically employs 5 Telecommunicators filling the roles of call-taking and dispatching, as well as one Telecommunicator Call Taker during peak hours. The Stockton Fire Department employs approximately 217 staff, 182 sworn and 35 professional staff.

The following chart represents the Stockton Fire's 911 center calls and reports generated for 2022.

911 Center 2022	
Total Calls Received	228,013
Generated Calls for Service	132,399
Dispatched Calls for Service	78,926
Fire Records 2022	
Total Reports	78,926

The existing CAD solution is Tiburon/Central Square, Total Command Dispatch. Fire purchased the solution in 2016 and started utilizing it in 2021, replacing a legacy Logistic Systems (LogiSys) CAD. Since this upgrade, the application and its features have become end-of-life, including an interface with the San Joaquin County Ambulance provider, American Medical Response, and their dispatch center, Valley Regional Emergency Communications Center (VRECC). The San Joaquin County Emergency Medical Services Agency policy mandates the existence and maintenance of this interface with VRECC.

2.0 SCOPE OF SERVICES

The City of Stockton (City) is seeking a qualified consulting firm (Proponent) to write a Request for Proposal for an up-to-date Fire and Police Computer Aided Dispatch (CAD) and Records Management System (RMS) and to support the evaluation of received RFPs and subsequent implementation of the CAD/RMS system selected by the City.

The Proponent shall be independent, not affiliated with or compensated by any CAD/RMS vendor/solution and must present a consistently objective and vendor-neutral perspective. The Proponent selected for this work will not be eligible to submit a proposal to the resulting RFP.

Proponent shall have an understanding of current fire and police computer-aided dispatch systems, records management systems, integration for public safety CAD and RMS, automated field reporting (AFR), evidence and property management, data migration, workflow and collaboration, National Incident-Based Reporting System (NIBRS) reporting, Criminal Justice Information Services (CJIS) compliance, Commission on Accreditation of Law Enforcement Agencies (CALEA) compliance, and data mining.

The Proponent shall have experience working with fire and police business processes and related principles, computer-aided dispatch, records management, retention, public records, court orders (sealing/expungements), laws, regulations, ordinances governing the applications, and case management.

This expertise will be used to meet CAD and RMS priorities, which include:

- Implementing an integrated, robust, and customizable CAD, RMS, AFR, Mobil Digital Computer, and case management system into one platform.
- Ensuring NIBRS compliance.
- Seamless information sharing with partner agencies utilizing interfaces.
- Incorporation of industry best practices to streamline overall agency workflows.

The City is seeking an off-the-shelf configurable software.

Current Environment

Current Fire CAD – Total Command Dispatch, Tiburon

- Current Police CAD – Total Command Dispatch, Tiburon
- Current Police RMS – Total Command Law Records, Tiburon
- Current Fire RMS – Emergency Reporting
- Current Fire and PD Systems and Potential System Interfaces

System Name/Description	Agency
Push to Talk	PD
CopLogic	PD
SJC Warrants	PD
911 phone interface with ALI feed	PD
Crossroads	PD
AVL	PD
CLETS	PD
Message Switch	PD
PageGate	PD
Maverick Mapping for GIS	PD
MDC Software	PD
Active911	Fire
PageGate	Fire
USDD G2	Fire
Zetron, 25,26	Fire
CAD-to-CAD with VRECC	Fire
Tablet Command 1 Way	Fire
Tablet Command 2 Way	Fire

911 Phone Interface to ALI feed	Fire
Emergency Reporting	Fire
ESO Suite	Fire
Meds 4	Fire

2.1 TASKS AND DELIVERABLES

The City will develop a project team with leads from Police and Fire, and support from the IT Department to oversee the Proponents work and provide support as needed.

The Proponents scope of work shall include tasks and deliverables under three project phases.

Phase 1 - Requirements Gathering and Documentation

During this phase, the Proponent shall conduct a needs assessment to capture and document the following:

- Conduct a gap analysis.
- Identify necessary resources and personnel to be involved in the requirement documentation process.
- Document requirements and specifications shall be appropriately written in the RFP and include the following at a minimum:
 - Functional requirements
 - Non-Functional requirements
 - Inter-agency data sharing requirements
 - Key business scenarios
 - The City anticipates scenarios to be included in the vendor demonstrations during the second phase.
 - Systems interface and interoperability requirements
 - City objectives or goals for the CAD/RMS
- Identify and document opportunities for efficiencies, cost savings, and risks. Deliver final report with findings.
- Identify viable CAD/RMS solutions and their potential total cost of ownership, including implementation and support. Deliver a final report with findings.
- Authoring of the RFP for competitive selection.
- Recommend key City roles to be involved in the selection process.
- Recommend evaluation criteria.

Phase 2 – Vendor / Solution Selection

The Proponent shall be actively involved in following:

- Participate in the City's evaluation scoring discussions.
- Review proposals.
- Validate proposed systems fulfill requirements and highlight any critical gaps.

- Make the City aware of the potential for policy or process changes resulting from the proposed solutions.
- Coordinate and schedule site visits.
- Attend demonstrations.
- Provide analysis of cost proposals.
- Determine fit and advise the City on potential solution limitations or risks.
- Provide advice and review during contract negotiations.

Phase – 3 Implementation and Go-Live

The City desires to consult the Proponent regularly (e.g., biweekly, or monthly) and as needed during implementation. The Proponent shall manage the project, including:

- Assist the City in tracking and resolving open issues.
- Recommend policy or process adjustments as needed.
- Assist with change management.
- Advise the City on contract compliance.

2.2 PROJECT COMMUNICATIONS AND STATUS REPORTING

Project Daily and Weekly Communications

The City anticipates daily communication by the Proponent with City stakeholders, including the City's project manager. Communications by the Proponent shall also include a weekly status report meeting and meeting notes.

Project Management documents are required to have the following:

- A complete electronic Project Plan that can be imported into Microsoft Office Project, that milestones, dates, tasks, assigned resources, and completion percentage as the project progresses.
 - To be maintained, updated, and distributed to the City by the Proponent regularly.
 - Milestones to be coordinated with scheduled billing points.

These meetings will be held in person or through a video conference.

The project status meeting agendas typically include the following:

- Anticipated or actual problems/challenges to the accomplishment of the tasks
- Milestone accomplishments
- Mitigation plans for any cost and schedule variance
- Forecast of upcoming activities
- Hours expended
- Review of the project plan
- Executive Leadership Communications

The project will have a single Sponsor but may also form a Governance Committee of City executive leadership. The Proponent shall be required to meet with and provide updates to the Sponsor and Governance Committee.

2.3 DESIRED SKILLS AND KNOWLEDGE

The City expects the Proponent to keep the same key personnel assigned to this engagement throughout its term. If it becomes necessary for the Proponent to replace any key personnel, the replacement will be an individual having equivalent experience and competence. Additionally, the Proponent shall promptly notify the City and obtain approval for the replacement. The City will have the option to interview and may reject candidates until an acceptable replacement is agreed upon. The City understands the potential for uncontrollable or unforeseen circumstances that will not make this possible; therefore, such consent shall not be unreasonably withheld.

The Proponents personnel assigned to the project should have the following skills and knowledge:

- An understanding of current fire and police computer-aided dispatch, records systems, and integration for public safety RMS, automated field reporting (AFR), evidence and property management, workflow, and collaboration, National Incident-Based Reporting System (NIBRS) reporting, Criminal Justice Information Services (CJIS) compliance, and data mining.
- Knowledge of police and fire business processes and related principles; computer-aided dispatch, records management, retention, public records, court orders (sealing/expungements), laws, regulations, ordinances governing the applications, data migration, and case management.
- Strong facilitation skills to guide stakeholders and remove barriers so the City can define requirements.
- Ability to manage communication, manage conflict, and encourage participation.

3.0 PROJECT SCHEDULE OF EVENTS

The dates indicated on page 2 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. Proposal fee shall be submitted as a separate electronic file from 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 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 three (3) references from Government agencies in similar size and capacity to the City, with current contact person, e-mail address and phone number who may be contacted regarding firm performance. Use Attachment E for references.

For 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 Agency or Firm
- B. Location of the Project
- C. Name, title, and contact information for the client.
- D. Description of Services
- E. Date 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.

All Proponents are required to fill out Attachment D – Certification of Financial Condition.

The Proponent deemed best evaluated and which the City intends to enter into a contract will be required to 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

Proponent must submit a signed proposal fee under 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 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

There is no Pre-Submittal Meeting.

6.4 TERM

The City intends to award a three (3) year contract with option to renew for two (2), one (1) year extensions.

6.5 OTHER GOVERNMENT AGENCIES

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

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

6.6 INSURANCE REQUIREMENTS

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

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

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

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

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

6.7 APPLICABLE LAW

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

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

6.8 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, 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.B Protest Review

- 6.11.1 The Chief Financial Officer or designee shall respond in writing to material issue raised in the protest within 30 days of receipt of the protest letter.
- 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.
 - 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: Patricia Monesi
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City in accordance with the date identified on page 2 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 2 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 this 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

CONSULTANT SERVICES FOR EMERGENCY DISPATCH AND RECORDS MANAGEMENT SOFTWARE SYSTEMS FOR STOCKTON FIRE AND POLICE DEPARTMENTS	
PUR-24-009	
SUBMITTAL DUE: THURSDAY, November 30 2023, AT 2:00 PM	
RFP Submittal Electronic Mail	city.clerk@stocktonca.gov
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (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 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. 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 and submit with proposal response.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to city.clerk@stocktonca.gov.

ATTACHMENT B- PROPONENT’S COVENANT

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

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

FIRM

ADDRESS

SIGNED BY & DATE

TITLE OR AGENCY

PHONE/FAX NUMBER

EMAIL

ATTACHMENT C - NON-COLLUSION AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF _____, _____)ss.

County of _____)

(insert)

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

(Signature Individual Proponent)

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

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

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF _____, _____)ss.

County of _____)

(insert)

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

(Signature Corporation Proponent)

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

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

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

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

(Signature)

(Signature)

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

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

Seal ____

ATTACHMENT D – CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Vendor Name: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature: _____

Date: _____

Printed Name: _____

Title _____

ATTACHMENT E - REFERENCES

CITY OF STOCKTON

RFP NO.: PUR 24-009

**CONSULTANT SERVICES FOR EMERGENCY DISPATCH AND RECORDS
MANAGEMENT SYSTEMS FOR STOCKTON FIRE AND POLICE
DEPARTMENTS AGENCY REFERENCE FORM**

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

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

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 CONSULTANT SERVICES FOR EMERGENCY DISPATCH AND RECORDS MANAGEMENT SOFTWARE SYSTEMS FOR STOCKTON FIRE AND POLICE DEPARTMENTS