

# CITY OF STOCKTON



## REQUEST FOR PROPOSALS (RFP) PUR 24-011 GENERAL LIABILITY THIRD-PARTY ADMINISTRATOR

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,  
DECEMBER 14, 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)**  
**GENERAL LIABILITY THIRD-PARTY ADMINISTRATOR**

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

<b>RFP INFORMATION</b>	
<b>PUR-24-011</b>	
Contact	Patricia Monesi
Email Address	<a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a>
Pre-Submittal Meeting	There is no Pre-Submittal Meeting
MANDATORY/OPTIONAL Site Tour	There is no Site Tour
RFP Submittal Electronic Mail	<a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
Due Date for Questions and Clarifications	Wednesday, November 8, 2023; 2:00 pm
Due Date for Response to Questions/Clarifications	Monday, November 27, 2023
RFP Submittal Due Date & Time	Thursday, December 14, 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	Thursday, January 11, 2024
Anticipated Date for Council Approval	TBD

## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, December 14, 2023 at 2:00 pm (local time)** by the City of Stockton, California for General Liability Third Party Administrator – PUR 24-011 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 Services as a Third-Party Administrator to the City. The City is seeking to A Third-Party Administrator (TPA) to Manage the City’s General Liability Program.

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](http://www.stocktonca.gov/adminbid). Proposals must be electronically delivered to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud.

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

For questions about this project, please contact Patricia Monesi at [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov) or (209) 937-8350.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

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## 1.0 BACKGROUND/SUMMARY

The City of Stockton, California (population 315,000) is located in San Joaquin County. Stockton is a full-service City, providing Police, Fire and Public services to the community. The City employs approximately 1500 full-time employees and 300+ part-time and seasonal employees. Full-time employees are members of the Public Employees' Retirement System (PERS). The City of Stockton (City) wishes to consider proposals from Third Party Administrator (TPA) for the City's General Liability Program.

The City has been permissibly self-insured for General Liability since January 1, 1979. The City purchases excess insurance coverage for its General Liability claims, maintaining a self-insured retention level of \$1,250,000.

The City's General Liability Program has been administered by the current claim's administrator for the past 3 years. Over the past five (5) years, the number of new claims has averaged 270 per year.

The City's Deputy Director of Human Resources oversees the General Liability Program, and the Safety Manager is responsible for management of the General Liability Program. The Risk Analyst will coordinate day-to-day aspects of the General Liability Program with the successful Proponent.

## 2.0 SCOPE OF SERVICES

The successful Proponent shall operate under the general direction of the City's Risk Manager and consult with other City staff in developing effective procedures and practices to successfully administer the City's third-party property and liability claims along with providing subrogation services to recover costs from third parties. The Proponent shall perform all services and related work necessary for claims administration and statistical reporting. Proponent services shall include, but are not limited to: general, automobile, and property liability claims administration, investigations, research, analysis, recording, reporting, subrogation, litigation management, liability trust account management and reconciliation, and related support services. The City will retain some litigation management and restitution/recovery functions but may call upon the Proponent to assist in these areas on a case-by-case basis. A dedicated claims examiner is preferred.

### 2.1 Program Administration

The selected Proponent shall:

1. Consult with the City and provide professional and technical staff to assist in developing the necessary procedures and practices to implement and administer the City's self-insured program, including administering all open and closed Indemnity claims.
2. Convert the data from the data system of the present administrator to Proponent's data system as the City wishes to maintain and integrate

all claims into its current statistical base. Please indicate if there is a charge to convert loss data for all incurred claims, both open and closed files and the amount of that charge by providing a fee schedule.

3. Follow the Records Retention Policy established and approved by the City. All files, records, transcripts including loss run data base files and other materials related to the management and administration of City's General Liability Program are the exclusive property of the City of Stockton and must be relinquished in good order and condition upon termination of the Agreement with the Proponent. The Proponent shall make files available for review by the City anytime during regular business hours. Proponent shall provide copies of file correspondence and documentation as requested by the City.
4. Maintain a master file of claims administration policies, practices and guidelines, and any other material needed to properly administer claims in accordance with applicable California (state) law and City instructions.
5. Provide City's General Liability Analyst and City Attorney's Office with user connections (and software if applicable) on City's existing personal computer, to allow database inquiry access and e-mail capability to Proponent's claim processing system. System should allow diary to be set by City's Analyst to follow up on pending issues as needed.
6. Conduct and/or assist in onsite and/or offsite training as needed for City personnel involved directly and/or indirectly in the processing of general liability cases. Inform the City of changes or proposed changes in statutes, rules, regulations, and case law affecting its general liability claims program.
7. Periodically update all form letters used in connection with claim processing. The City reserves the right to approve and disapprove all forms and form letters.
8. Represent the City in all matters related to the set-up, investigation, adjustment, processing, negotiation, and resolution of liability claims against the City.
9. Provide accurate, appropriate claims handling in a timely manner, according to agreed upon performance standards and state requirements.
10. Provide the City with written information on changes or proposed changes in statutes, rules and regulations affecting the City's



responsibility under a legally self-insured General Liability Program.

11. Inform the City of problem areas or trends, both potential and perceived and provide recommendations and/or solutions to address problem areas or trends. Matters of significance must be called to the City's attention at the earliest appropriate time (i.e., disgruntled employees, system problems, large overpayments, large reserve changes, etc.).
12. Attend client meetings as requested by the City. Proponent's travel expenses in connection with client meetings or other matters relating to claims processing shall be paid by the Proponent.
13. Attend appointments, including but not limited to meetings, conferences, court appearances, and scene investigations at the request of the City.
14. Install and/or utilize any necessary automated claims administration systems. Proponent shall have ability to integrate with external/third party system, including imports of claims financial data, transaction details, and adjusters' notes from Proponent and carriers, as well as exports of financial transaction data and imports to capture payment details from City's Enterprise Resource Planning System (ERP) and/or Accounts Payable systems (e.g., Central Square HTE, Tyler Munis, etc.), among other data feeds.
15. Transfer records and systems to the succeeding Administrator at the termination of the contract with no additional cost or fee required.
16. Administrative fees shall cover the cost of Proponent's staff; all office space; storage space for closed files; supplies; forms/posters/pamphlets; standard management reports; telephone expenses; postage; checks (if utilizing Proponent's own checking account); computer hardware/software; transcription services; and other equipment/supplies necessary for claims handling.

## 2.2 [Claims Administration](#)

Proponent shall:

1. Only utilize outside expert services or subcontractors with prior approval from the City. City reserves the right to approve, disapprove, or select all service providers and vendors selected by Proponent.
2. Ensure every file contains a Plan of Action, quarterly litigation budgets and the steps to accomplish it. The Plan of Action should be updated during each diary review. Files should be clearly documented, with claim notes reflecting ongoing file activity. All conversations and



issues should be documented.

3. Provide professional and courteous responses to recipient of telephone calls, written or in- person inquiries, complaints and questions from all sources within 48 hours of receipt. Such inquiries may include claim payment or benefit related questions from parties with authorized access to information, such as claimants, vendors, providers, legal counsel, the City of Stockton, etc.
4. Ensure all claims management adhere to the requirements of the California Government Code § 911.6., § 912.2 and §912.6., for accepting, denying, and rejecting claims.
5. At the direction of the City, contact claimants or their attorneys within five (5) business days of receipt of a claim and maintain appropriate contact with them until the claim is closed.
6. Review the status of claims and assist as directed with setting of adequate reserves on all active cases at least every ninety (90) calendar days.
7. Review all claims for liability and provide first investigative report within thirty (30) calendar days of receipt of claim to City's Risk Management Division.
8. Provide narrative reports when recommending rejection or settlement of a claim, when going to trial, or other significant events occur. Reports must be clear and concise.
9. Negotiate settlements within authority limits provided by the City. Funding for the payment of any settlement is specifically excluded from this agreement.
10. Report claims in compliance with Medicare, Medicaid, and SCHIP Extension Act (MMSEA) Section 111.
11. Process payments within authority levels provided by City within fourteen (14) business days.
12. File all supporting documentation for payments made in the appropriate claim file.
13. Checking: follow the banking requirements of the City, such as establishing, maintaining, and reconciling an interest-bearing checking account in which the City is entitled to all interest deposits with appropriate deposit and transfer procedures for the payment of claims;

or if utilizing a City of Stockton checking account, provide monthly records of financial transactions to coordinate with City's computer or ERP system (Tyler/Munis), or make other claims payment arrangements which are acceptable to the City. The Proponent shall maintain check registers and provide a monthly check register to the City, along with a copy of all checks and vouchers.

14. Reserve Adequacy and Accuracy: Maintain reserves for each file to reflect the probable future liability of a claim as required by Title 8, California Code of Regulation, Section 15300. Reserve calculations shall be accurate and adjusted as facts change. Detailed reserve worksheet calculations to be retained in claim file.
15. Provide any required federal or state financial or tax reports. Provide appropriate information, documentation and cooperation to State of California or City of Stockton Auditor upon request.
16. Reconcile all claim file payments twice per year, and upon settlement and file closure. Proof of resolution should remain in claim file.
17. Overpayments/Errors: Any overpayments/incorrect payments should be reported to the City immediately, along with diligent efforts to collect all overpayment and resolve any other incorrect payments.
18. Diary dates shall be established to allow for timely completion of required activity and no less frequently than every sixty (60) calendar days. Proponent shall monitor the timely completion of diary notes.
19. All correspondence shall be addressed within 48 hours of receipt unless an immediate response is required.
20. Written responses to requests that cannot be emailed, shall be mailed within ten (10) business days of receipt, unless an immediate response is required.
21. Identify and notify co-defendants within thirty (30) calendar days of identification.
22. Have translators available to assist with non-English speaking claimants.

### 2.3 Investigations

Proponent shall:

1. Within ten (10) business days of receipt of claim, unless otherwise requested by City Risk Manager, take statement of facts from claimants when not represented by an attorney. Statements shall be preserved

by recording or taking hand-written signed statements.

2. Investigate claims where the initial review indicates that it is warranted. Further investigation may include, but is not limited to, on-sight investigation, photographs, interviewing witnesses and taking signed or recorded statements, verification of damage or loss, taking measurements, obtaining maps/diagrams from the City or other sources, obtaining medical releases, police reports, or other records as required;

#### 2.4 Litigation Management

The City of Stockton's City Attorney (CA) will retain the litigation management function. Proponent shall:

1. Monitor outside defense counsel metrics to ensure quality work, timely communication within City account instructions, statutes and regulations, accurate billings, and case resolution.
2. Analyze settlement potential, including options and recommendations. Settlement authority forms should be completed and approved by City's Human Resources Department and City Attorney office prior to being negotiated with attorney of claimant.
3. Prepare and submit settlement recommendations for approval by the City prior to commencing settlement negotiations.
4. Obtain fully executed release on all settlements and dismissals.
5. Attend Settlement Conferences, mediation or arbitrations as requested. Identify if cost will be a reimbursable item or rolled into the cost of the claim.
6. Bring all self-imposed penalties to the City's attention. Penalties incurred because of failure by the Proponent to comply with statutory laws and/or administrative regulations shall be the sole responsibility of the Proponent.
7. If a claimant's attorney is involved, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement.
8. Close files as soon as practical and in accordance with State regulations.
9. Assist the City attorney and defense counsel in preparing and/or answering discovery as requested.

## 2.5 Subrogation

Proponent shall:

1. Place the tortfeasor on notice of the City's subrogation rights; and
2. Work with the City Attorney to draft legal documents to recover monies spent on claim.
3. Aggressively investigate fraud and pursue restitution in all fraud cases. The City shall be notified of all claims involving potential fraud and initiation of fraud investigation activities.
4. Provide subrogation services to recover costs from third parties (responsible persons, agencies, insurers, and/or their agents) responsible for employees, volunteers, inmates, etc., injuries, up to the point necessitating legal counsel. The Proponent shall give prompt notice to Risk Manager for each case indicating a potential for subrogation.
5. Subrogation efforts on injuries in which there is also property loss to the City shall be coordinated by the Proponent with the City and/or their liability program administrator as appropriate. Subrogation notices and action against another party require the advance authorization from the City. If subrogation action develops problems or unreasonable delays, the matter is to be referred to and reviewed by Risk Management for referral to City designated Counsel for legal action.
6. Provide monthly report on amounts recovered for subrogation.
7. Pursue small claims actions. Litigation in civil court beyond small claims court requires specific authority from the City (this may be City Counsel, Risk Manager, etc.). Settlement authority for less than full amount claimed by Proponent requires City Attorney and Risk Management's prior approval.

## 2.6 Claims Management Information System (CMIS)

Proponent shall:

1. Convert all open and closed claims data and enter new claims data into the Proponents CMIS.
2. Record all claims in CMIS. Claims records must contain all pertinent claim information, including but not limited to claim number, date of loss, date of claim, claimant name and address, location of loss, description of incident, loss reserves, loss payments, and expense reserves.

3. Proponent shall create a review system to ensure accurate data will be entered into the CMIS. All claims must be reviewed on a periodic basis, as determined by the City. The review system must include a check on all the financial documentation entered into the CMIS to ensure the financial integrity of the system. In addition, the review system must include appropriate claims handling and reserving procedures, and timely file closures.
4. Proponent shall use electronic notes in the CMIS to record activity which shall be updated with new developments. All significant documents (e.g., email communications, status updates from counsel, etc.) will be scanned/saved into the database by Proponent.
5. Proponent shall provide CMIS training, support, and access for up to three (3) City Risk Services staff so that they may search for claim information and data, as required.
6. Provide specified standard loss reports as agreed upon.
7. Provide special reports as needed by the City.

#### 2.7 Additional Insurance Reporting

The City is a member of the California Joint Powers Risk Management Authority (CJPRMA) since 1986.

Proponent shall:

1. Report to CJPRMA in accordance with policy provisions outlined in paragraphs 3 and 4 below.
2. Reports to CJPRMA shall be made to:

California Joint Powers Risk Management Authority  
(CJPRMA) 4201 Doolan Road, Livermore, CA 94551  
Phone (925) 837-0667  
Fax (925) 290-1543  
[info@cjprma.org](mailto:info@cjprma.org);

3. Pursuant to the requirements of Section VII (Conditions) of the Memorandum of Coverage as excerpted below:

The covered party shall notify the Authority within 30 days upon receipt of notice of a claim, or the setting of a reserve on any claim or suit including multiple claims or suits arising out of one occurrence, such claim or reserve amounting to fifty percent or more of the retained limit; Title 42 USC 1983 cases in which a

complaint has been served and the plaintiff is represented by legal counsel or with reserves of twenty-five percent or more of the retained limit; or regardless of reserve, any claim involving:

- a. One or more fatalities.
- b. Loss of a limb.
- c. Loss of use of any sensory organ.
- d. Quadriplegia or paraplegia.
- e. Third-degree burns involving ten percent or more of the body.
- f. Serious facial disfigurement.
- g. Paralysis; or
- h. Closed head injuries.

Written notice containing particulars sufficient to identify the covered party and, reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the covered part and of available witnesses, shall be given by or for the covered party to the Authority or any of its authorized agents as soon as possible. The covered party shall notify the Authority within 30 days upon receipt of lawsuit containing allegations involving employment practices liability. Where any lawsuit is reported after the 30-day period as required by this provision, all defense costs incurred prior to the date of late reporting will not constitute ultimate net loss eroding the self-insured retention. The covered parties shall cooperate in an early review of employment practices liability claims or suits with counsel appointed by the Authority at the expense of the Authority.

4. Mandatory Case Report Policy to CJPRMA: Pursuant to Section VII (Conditions) of the Memorandum of Coverage as excerpted below, the following rule is applicable to all cases reported to CJPRMA.

The Authority shall be entitled to complete access to the covered party's claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The covered party shall be responsible to report the progress of the litigation and any significant developments at least quarterly to the Authority, and to provide the Authority with simultaneous copies of all correspondence provided to the covered party by its defense attorneys and/or its agents.

In addition, the CJPRMA Board of Directors has adopted the following mandatory case reporting standards:

- a. Defense counsel is expected to provide a written analysis of liability and exposure in any reported claim no later than ninety days following receipt of the file from the member agency. CJPRMA understands that the liability picture may develop as discovery is ongoing, but this does not excuse the responsibility of providing an early, objective analysis of the file, subject to later developments. An early analysis not only permits the JPA member to set an accurate reserve level, but also permits the member entity to decide whether to actively litigate the case, try to settle the case, or limit discovery based upon the exposure.
- b. The initial status report should provide, at a minimum, a brief synopsis of the facts giving rise to the lawsuit; the status of the pleadings, including any discussions of demurrers or motions to dismiss, or cross-complaints; a summary and analysis of plaintiff's injuries, damages and exposures in the case; an initial impression of liability; any requests for additional investigation; a brief outline of the discovery planned; and an evaluation of anticipated litigation costs. The report need not be lengthy, and typically might not exceed three to five pages, but must address the issues directly and in a straightforward manner so that the member entity and CJPRMA can set cost and loss reserves as necessary.
- c. Defense counsel is responsible to report, in writing, the setting of a trial date, settlement conference date, hearing date on motion for summary judgment or similar dispositive motion in any litigated case, within one week of the date on which a court establishes such date. Defense counsel is responsible to report, in writing, all settlement demands or offers within one week of the time the offer is made, or the demand is received.
- d. Defense counsel is responsible to report, in writing, on the substance of all depositions taken in the case. This need not be a multi-page deposition summary, but must, at a minimum, include a concise report of major events occurring at the deposition, and an evaluation of the effect of the deposition testimony on



the case.

- e. Finally, no later than sixty days before the date set for trial in any case, defense counsel is responsible to report, in writing, on (1) an assessment of liability in the case, (2) the adverse potential exposure if liability is found, (3) a concise summary of injuries sustained and/or claims, (4) an assessment of any other factors (such as local jury tendencies, appearance of important witnesses, etc.) that may affect the liability analysis or exposure assessment, and (5) an opinion on the settlement value of the case.
- f. All status reports from defense counsel must be copied to the CJPRMA Board member whose entity is involved in the claim.

This policy is designed to protect the member entity and CJPRMA, so that they can make informed litigation decisions on reported cases. Defense counsel are cautioned, however, that case reporting is given a high priority by CJPRMA and its members and is a major consideration in evaluating counsel's performance.

### 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 at the convenience of the City. All changes to this schedule will be posted on the City's Bid Flash platform.

### 4.0 SUBMITTAL REQUIREMENTS

#### 4.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT

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

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references, and thoroughness of the Proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) electronic version of the proposal to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proposal fee, use Exhibit 1; 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 shall be signed. 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 acknowledgement of receiving any addendum(s) to the solicitation document.
- E. Indicate that the proposal and all its contents, including fee proposal, are valid for a period of 120 days.

#### 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. Use Attachment D for references.

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 Agency or Firm
- B. Location of the Project
- C. Name, title, and contact information for the client.
- D. Description of Services
- E. Dates 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 E – 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 Exhibit 1](#)

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 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 – Attachment D
7. Submitted and signed Addendums;
8. Financial – Certification of Financial Condition – Use Attachment E;
9. Interview/Presentation, if applicable; and

## 6.0 CITY REQUIREMENTS

### 6.1 CITY RESPONSIBILITIES

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

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

### 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 will be no pre-submittal meeting for this solicitation.

### 6.4 TERM

The City intends to award an initial three (3) year contract with the option to renew for up to two (2) year options.

### 6.5 OTHER GOVERNMENT AGENCIES

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

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

### 6.6 INSURANCE REQUIREMENTS

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

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

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

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

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

### 6.7 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton

Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

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

#### 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 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.11.3 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.
- 6.11.4 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 and or posts on the City's Bid Flash platform, the Letter of Intent to Award.
- 6.11.5 Deliveries of the protest by hand, mail, email are acceptable.
- 6.11.6 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines

#### 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 thirty (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 decision has been made.
- 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.

## 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.
- E. 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, Bid

Flash Platform. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid). Failure of any Proponent to not have received such information and/or clarifications/questions/answers shall not relieve such Proponent from any obligation under his/her proposal as submitted.

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

#### 7.4 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall the City have any liability for the rescission of award. The Proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

#### 7.5 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Solicitation, or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

#### 7.6 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications, questions, or answers of this RFP shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON  
ATTN: Patricia Monesi  
PROCUREMENT DIVISION  
400 E MAIN, 3<sup>RD</sup> FLOOR  
STOCKTON, CA 95202  
[stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov)

Such request for clarifications/questions/answers shall be delivered to the City in accordance with the date identified on page *i* of this Solicitation. Any City response to a request for clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) the date identified on page *i* of this Solicitation and will

become a part of the Solicitation. The Proponent should await responses to inquiries prior to submitting a proposal.

#### 7.7 DISQUALIFICATION

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

#### 7.8 CONDITIONS IF WORK IS SUBCONTRACTED

The Proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed. Subcontractor use for any part of any contract resulting from this RFP requires prior written approval from the City authority before any subcontractor work may commence.

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.

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

<b>GENERAL LIABILITY THIRD PARTY ADMINISTRATOR</b>	
<b>PUR-24-011</b>	
<b>SUBMITTAL DUE: THURSDAY, DECEMBER 14, 2023 AT 2:00 PM</b>	
RFP Submittal Electronic Mail	<a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

## ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

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

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 AND PLACE IN THE FRONT OF YOUR PROPOSAL).
- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- ✓ Complete and sign a "Proponent's Fee Schedule" form, (under separate 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.
- ✓ Submit one (1 ) electronic version of the proposal to the [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proposal fee shall be submitted as a separate electronic file from the submitted proposal.
- ✓ Review, print and sign all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and submit with proposal response.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov).



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 and signed all clarifications/questions/answers on the City’s website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid).
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

---

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 – AGENCY REFERENCE FORM

**CITY OF STOCKTON  
RFP NO.: 24-011  
GENERAL LIABILITY THIRD PARTY ADMINISTRATOR**

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

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

LIST OF REFERENCES

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	

ATTACHMENT E – 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 \_\_\_\_\_

## 9.0 PROPOSAL EXHIBITS

### 9.1 [Exhibit 1 – Fee Schedule](#)

### 9.2 [Exhibit 2 – 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 General Liability Third Party Administrator

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

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

### 9.3 [Exhibit 3 – Sample Contract](#)

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