

MARCH 23, 2022

CITY OF STOCKTON

QUALIFICATIONS WILL BE RECEIVED UNTIL THE HOUR OF 3:00 PM, THURSDAY, MAY 5, 2022 IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997



REQUEST FOR STATEMENT of QUALIFICATIONS (RFSQ)

PUR 22-008

SAFE CAMPING or PARKING OPERATOR and HOMELESS SERVICE PROVIDER

REQUEST FOR STATEMENT of QUALIFICATIONS (RFSQ)

Safe Camping or Parking Operator and Homeless Service Provider

Dates and Times are Subject to Change * All times referenced in this RFP are Pacific Time

RFSQ INFORMATION	
PUR-22-008	
Contact	Jennifer Alford
Email Address	stocktonbids@stocktonca.gov
RFSQ Submittal Mailing/Delivery Address	Office of the City Clerk First Floor 425 North El Dorado Street Stockton, CA 95202-1997
RFSQ Release Date	March 23, 2022
Bidders Conference	April 12, 2022 at 1:30 pm, via Zoom Meeting ID: 852 0525 8634 Passcode: 078109
Due Date/Time for Questions and Clarifications	April 14, 2022 at 5:00 pm
Anticipated Date for City Response to Questions/Clarifications	April 21, 2022 Responses will be posted at www.stocktonca.gov/eddbid
RFSQ Submittal Due Date/Time	May 5, 2022 at 3:00 pm
Interviews	May 19, 2022

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NOTICE INVITING SUBMISSION OF STATEMENT of QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed qualification packages will be received no later than Thursday, May 5, 2022 at 3:00 pm (Pacific Time) by the City of Stockton, California for a **Safe Camping or Parking Operator and Homeless Service Provider – PUR 22-008** in accordance with the specifications.

The City of Stockton, hereinafter referred to as the “City”, is requesting statements of qualifications from non-governmental agencies, faith-based organizations, community-based organizations, and other vendors who have an interest and capacity to operate a safe camping or safe parking program for homeless members of the community. Qualified respondents must be able to describe their capacity to operate a safe camping or parking site and experience providing a range of services, supports, and programs to help stabilize homeless individuals or households and transition them to permanent housing.

As part of the American Rescue Plan Act (ARPA) of 2021, the City anticipates receiving a new, “one-time allotment” of federal funds to address local needs generated by the COVID- 19 pandemic. ARPA funds may be used to support a wide variety of locally determined needs, including emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness. For a full description of the City’s planned ARPA allocations please see:

<https://www.stocktonca.gov/government/departments/manager/ARP/default.html>

Each sealed qualifications package should be marked "QUALIFICATIONS" and should indicate the project name, number, and submittal due date, and shall be mailed or delivered to the address below by the RFSQ submittal due date.

Office of the City Clerk
First Floor
425 North El Dorado Street
Stockton, CA 95202-1997

Forms and specifications are available on the City’s website at www.stocktonca.gov/eddbid.

Applicants submitting qualification packages will only be identified as responding to the RFSQ; no materials will be publicly opened, distributed, or read aloud. The City reserves the right to reject any or all submissions received and may re-advertise. For questions about this project, please contact Jennifer Alford at stocktonbids@stocktonca.gov or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

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1.0 BACKGROUND/SUMMARY

Beginning in March/April 2020, the Centers for Disease Control set forth guidelines intended to limit COVID-19 infection spread and maintain health connections for persons living in encampments. Similarly, the COVID-19 response changed the way jurisdictions managed their homeless crises, with acute focus on public health outcomes and preventing widespread infection, disease, and mortality from the virus.

In support of the guidelines, the City amassed an assortment of personal protective equipment and coordinated with nearly two-dozen local area non-profit organizations to distribute these items to homeless and other vulnerable residents of our community, including:

- 443,100 face coverings (masks)
- 3,516 gallons of hand sanitizer
- 1,303 gallons of disinfectant
- 150,000 pairs of gloves
- 3,000 packages of disinfectant wipes

During this time, Stockton Fire Department served as one of the lead agencies in the COVID-19 Homeless Outreach Team (HOT) directly contacting over 1,330 unsheltered individuals and providing education, information, and access to food, shelter, health screening, and COVID-19 testing and vaccinations. These efforts worked to mitigate the impact of COVID-19 on the homeless community, however, simultaneous pressures on the economy and housing availability continue to make it challenging for homeless individuals to find and maintain housing. In response, the City has approved two major shelter expansions, for a total of 358 new shelter beds, and is working with local partners to secure funding and build new housing units designated for very low-income and homeless individuals.

- Stockton Shelter for the Homeless, 180 beds
- Gospel Center Rescue Mission, 178 beds
- Town Center Studios, 40 housing units
- Anchor Village, 51 housing units

Despite these investments it will be some time before the new shelter and housing build-outs are complete. There are currently many individuals camping together, within City limits, in large, unmanaged encampments. The current conditions in some of these camps are dire, with known human waste, discarded hypodermic syringes, trash accumulation, rodent vectors, water pollution, environmental damage, life safety risks, crime, and substandard living conditions for occupants.

The current situation is not in the best interest of the community and leaves unsheltered individuals exposed to ongoing health and safety risks. To address these issues, the Stockton City Council has directed staff to coordinate the establishment of temporary safe sleeping sites (camping or parking) with on-site services to meet basic needs, store belongings, and receive support and assistance to transition to permanent housing.

This Request for a Statement of Qualifications (RFSQ) is being issued by the City to identify available non-governmental agencies, faith-based organizations, community-based organizations, and other vendors who have an interest and capacity to operate a safe camping or safe parking program for homeless members of the community. Through this RFSQ process the City is seeking to understand the interest, capacity, and recommended approach of qualified organizations to help us expand and create new services to stabilize and engage unsheltered homeless individuals.

The Stockton City Council anticipates siting these services on City-owned properties, but the Council also recognizes the possibility that other sites could be utilized. Therefore, in addition to program operations and

services, the City is also considering offers of program siting as part of this RFSQ.

Interested providers are requested to submit a project vision along with their qualifications to best describe their experience and capacity to provide services. The project vision may include population-specific services such as for men, women, families, persons with disabilities, Veterans, LGBTQ+, or transition aged youth (TAY). Project concepts may include proposed coordination and partnerships with County and other community services, however, if proposing a coordinated response, some demonstration of the partnership commitment must be included. Interested partners are encouraged to review best practices for the safe and respectful sheltering of individuals that includes a commitment to inclusive, trauma-focused, and client-centered services that incorporates the voice and direction of those with lived experiences in the ongoing development and delivery of services.

It is expected that these services, as applied across a continuum of intervention approaches, will provide new short-term safe sleeping locations, diversify sleeping options within the City of Stockton, and provide supportive services to improve access to hygiene, storage, and housing navigation to individuals living in encampments and those transitioning out of homelessness.

1.1 INTENT TO CONTRACT

The City will not immediately issue contracts as direct result of this RFSQ. Instead, the City will evaluate all responsive Statements of Qualifications to determine the providers that meet all requirements of the RFSQ and that can provide some or all the services found in the Scope of Services (Section 2.0) and throughout this RFSQ. For each type of service, there may be one or many pre-qualified providers. Pre-qualified providers will be placed on a pre-qualified provider list.

Subsequent contracts for the provision of these services will be created using the following process:

1. The City will identify a project (within the scope of this RFSQ).
2. The City will submit an informal request for quotes via email to all pre-qualified providers.
3. Questions should be directed to the contact person on the informal request for quotes.
4. Providers will be required to submit their quotes by the stated due date and time (local time).
5. Upon reviewing all quotes submitted by the due date and time, the City may:
 - Issue a contract for the services to one or multiple providers, as in the best interest of the City;
 - Request clarifications of quotes;
 - Request changes to quotes;
 - Negotiate lower costs/service fees;
 - Request best and final offers; and/or
 - Not award a contract, if in the best interest of the City.

The City does not guarantee minimum or maximum usage of any contracts issued to pre-qualified providers as a result of this RFSQ. If it is determined to be in the City's best interests, the City may use contracts resulting from this RFSQ, may perform the work in-house, or may instead select service providers through other appropriate mechanisms to perform the work.

2.0 SCOPE OF SERVICES

2.1 STATEMENT OF NEED

The City of Stockton is seeking to understand interest, capacity, and a recommended approach to services from qualified non-governmental agencies, faith-based organizations, community-based organizations, and other vendors to develop and implement safe camping and parking programs and related support services to be utilized as alternative shelter for individuals living unsheltered or in vehicles, RVs, campers/trailers in our community.

2.2 TARGET POPULATION

Any individual or household, residing in Stockton, that is experiencing literal, unsheltered homelessness. Services are intended to serve a diverse array of individuals, reflective of the population that is experiencing homelessness. Service provision should be mindful of the different experiences, including systemic barriers, that have contributed to ongoing and chronic homelessness. Service providers should have experience working with a wide array of diverse clients and be able to demonstrate how their organization includes staff members and volunteers that are reflective of the clients served.

2.3 EXPECTATIONS FOR SAFE CAMPING OR PARKING OPERATOR

Experienced homeless service providers are needed to operate, manage, and provide safe sleeping services for homeless individuals or families. Program access should be *referral-only* entry, with referrals obtained through a qualified outreach team or through the 211/coordinated entry system. Individual sheltering options will vary within each program location and may consist of safe parking sites or tent sites. Safe sleeping sites will range in size from 15 to 30 households, depending on the nature of the site, with no site accommodating more than 50 persons at any given time.

Anticipated Program Services Include:

- Site management, including staffing for operations and property management;
- Case management and housing navigation services;
- Coordinating with service providers from the County, non-profits, and other organizations to facilitate connections to services provided by those entities;
- Use of the Coordinated Entry Referral System to facilitate placement and reporting through the Homeless Management Information System (HMIS); and
- Coordination with the community to address issues that arise in nearby areas.

Anticipated Vendor Managed / Procurement of goods and services related to operations:

1. Storage for unsheltered residents.
 - The Vendor must be able to provide storage lockers/receptacles (or other secure bins). Storage facilities may be needed at multiple locations.
2. Hygiene interventions for unsheltered residents.
 - Vendor must be able to meet the hygiene related needs of guests. This includes, but is not limited to, procurement of all the following:
 - Mobile Showers
 - Mobile Laundry facilities
 - Port-o-potties/Wash stations at encampments
3. Mobile Food Pantries or meal delivery services.
 - Vendor must be able to provide food and pantry items on routine basis. Vendor must meet state and local requirements for food storage and distribution. Vendors that propose to contract with a meal delivery service must ensure that suppliers meet all state safe food preparation requirements using a certified commercial kitchen. As feasible, food provided should promote nutrition and healthy eating. Programs are discouraged from accepting food that has been prepared off-site by intermittent donors.

Additional Requirements:

- Safe sleeping (camping or parking) sites will have a secure, single point of entry for registered guests which includes appropriate emergency procedures (egress) as guided by the Fire Marshall.
- Safe sleeping sites will be operated in a manner that promotes the safety, health, wellbeing, and security of registered guests, personnel, and approved service providers or other vendors on site. This

includes the development of a code of conduct and administration of site policies.

- Operations should be trauma informed and client focused with strong connectivity to health care services, behavioral health, income and benefit assistance, and re-housing services.
- Development of a “pet-friendly” environment that provides a reasonable accommodation for certain types of pets and comfort animals (i.e. cats/dogs, but not rodents or farm animals). This may include a limit on the total number of animals allowed on site and partnerships with animal service organizations for veterinary or foster-pet programs.
- Development of a client site council, or other participatory mechanism for guests to provide input into the operations and management of a clean and safe program site.
- Partnership and participation in all neighborhood or business associations surrounding the specific locations.
- Employ a comprehensive “good neighbor” policy and program which includes, but is not limited to community meetings, neighborhood beautification projects, gardening, and other opportunities for guests to engage with the community in a positive manner.
- Operate a safe sleeping program as a “first point-of-entry” into homeless services. Provide routine times and locations for case management teams to work with clients and help move households to the next appropriate step in their journey from homelessness to housing.

2.4 PROJECT LOCATION

The City anticipates identifying one or more program locations such as parking lots and underutilized land owned by the City. Respondents may also propose privately-owned sites where they have either ownership or operational agreements with the owners. Examples of suitable sites for consideration include underutilized parking lots, covered storage areas, and vacant commercial spaces.

At a minimum, all proposed sites must have a non-permeable surface and access to hook-ups for water, power, and sewage. Proposed sites must meet current city zoning designations and allowable land uses.

The link below to the City’s Planning and Engineering Division contains interactive maps and relevant information about the development code and allowable land uses.

<http://www.stocktonca.gov/government/departments/communityDevelop/cdPlanZone.html>

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3.0 PROJECT SCHEDULE OF EVENTS

The following dates indicate the anticipated milestones for this project. All dates subject to change.

SCHEDULED DATES	ANTICIPATED EVENTS
May 5, 2022	Submission of Scope of Work and Budget
May 19, 2022	Interviews and Contract Negotiations
May 26, 2022	Determination of Pre-Qualified Providers
June 6, 2022	Determination of Initial Projects
June 7, 2021	Informal Requests for Quotes
June 20, 2022	Project Awards and Contracts
August 15, 2022	Final Operations Plan Approved
September 15, 2022	Staff Trainings Complete
September 30, 2022	Site Modifications Complete
October 14, 2022	Referral and Client Support Protocols Complete
October 31, 2022	Operations must be Launched by 10/31/2022
December 31, 2022	First Quarter Report Due

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4.0 SUBMITTAL REQUIREMENTS

4.1 SUBMISSION GUIDELINES, CONTENT, AND FORMAT

- A. When submissions 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 submission.
- B. The original submission must have wet ink signatures. Modification to a submission after the submittal deadline will not be accepted by the City.
- C. Submissions should be assembled in the order provided in Attachment A - Project Submittal Checklist.**
- D. The submission should be typewritten on 8½" X 11" white paper.
- E. All submissions must be signed with the full name of the Respondent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- F. Submit one (1) original and four (4) copies of your technical submission. The original should be unbound to allow us to reproduce your submission as needed.**

Send to:

Office of the City Clerk
First Floor
425 North El Dorado Street
Stockton, CA 95202-1997

- G. Submit one (1) signed original of your cost submission (fee schedule), under separate cover.**

Send to:

Office of the City Clerk
First Floor
425 North El Dorado Street
Stockton, CA 95202-1997

- H. Submit one (1) electronic copy of both the technical and cost proposal to stocktonbids@stocktonca.gov.**

4.2 LETTER OF INTEREST

Submit a letter on your agency letterhead stating your interest in providing the requested services. In no more than 2 pages, please include the following:

- A. Name, address, phone number and e-mail address of the person(s) who will be authorized to represent your agency.
- B. The names of the key members of the project team.
- C. A brief summary of your project vision, including numbers served and target population.
- D. An overall summary of your qualifications for the project.
- E. Confirmation of review of insurance requirements and other forms that will be required under contract with the City of Stockton.
- F. Signed by an officer or director of the agency authorized to bind the organization to all comments made in the submission

4.3 RESUMES

Provide resumes or biographical summaries of all key project staff. Life experiences as well as work experiences are valued and should be included in the resume or biographical summary.

4.4 REFERENCES

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding your agency's capacity and qualifications to serve as an operator of a safe camping or safe parking site for homeless individuals and/or who can attest to competencies in providing homeless support services, or related services to vulnerable individuals

The review team will conduct a background reference review of each respondent. Please include the following information:

- a. Name, title, and contact information for the reference
- b. Your role and respective relationship to the reference (vendor, partner, collaborator, sub-recipient, etc.)
- c. A two to three sentence description of the work performed, or the project undertaken
- d. A website or link to the project or agency serving as a reference
- e. Project Budget (if applicable)

4.5 FINANCIAL CAPACITY

The Respondent 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.

Respondent shall submit a full and detailed presentation of the true condition of the Respondent's assets, liabilities, and net worth. The report should include a balance sheet and income statement for the past three years. If the Respondent is a new agency, partnership or joint venture, applicants are encouraged to submit qualifications with an identified fiscal sponsor.

Any Respondent 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 overall or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

4.6 QUALIFICATIONS SUMMARY

In no more than twelve (12) pages, the Qualifications Summary should include:

Section 1: Agency Capacity to Provide Service

A responsive submission should include a summary of the proposer's experience and capacity to develop and operate the services proposed. This section should include the following:

- A. Purpose/Mission:** Give a brief overview of your organization's history and describe how the Project fits within your organization's mission and current program configuration.
- B. Experience:** Describe your organization's experience providing services for individuals experiencing long-term homelessness with complex issues. Include number of years, population served, project scope, funding, partners, and number served by your program(s). If the scope of work is new to organization, please describe relevant experiences that will allow you to perform the scope of work successfully.
- C. Capacity:** Describe your organization's ability to operate the proposed project services and your ability to fulfill the service needs described in Section 2.0. Describe the basic organization and management structure of your agency, and any proposed partners or sub-vendors. Include the system in place to manage

financial accounting and ensure adequate oversight and management of fiscal systems.

- D. Data Management:** Describe how your organization currently tracks and measures program outcomes and uses data to improve performance. Explain any current use of HMIS or the Coordinated Entry System. Please provide a specific example of how data was used to inform or modify a practice. If the Proposer does not currently track and measure outcomes data, describe the organization’s plan to track information for this project.

Section 2: Project Vision and Implementation Plan

A responsive submission should include a description of the respondent’s recommended approach to develop and operate the services proposed. There should be a clear link between the proposed services and the target population’s ability to stabilize, meet their own objectives, and advance along a pathway out of homelessness. This section should include the following:

- A. Approach to Services:** Provide a summary of the proposed services to be provided and how your organization supports strength-based supportive services. Describe the organizations commitment to delivering services with cultural competency and how organizational policies, procedures, program philosophies, reflect a value for equity and inclusion.
- B. Implementation Plan:** Describe how your organization plans to implement and operate the proposed services. Describe the start-up process and any necessary work that is needed to engage partners, leverage services, and build relationships within the community.
- C. Operations:** Describe key operating practices including proposed hours of operations, proposed location, staffing plan, guest relations, and testament of site control (if proposing a site location – see Section 4.6, below). Describe existing service utilization rules, or your plan to develop rules or codes of conduct for onsite guests or use of services.
- D. Safety:** Provide a description of how your organization will develop policies and practices to ensure the safety and wellness of all guests and personnel, including management approach to rule violations.
- E. Outcomes:** Describe how your work will support the goal of client stabilization and re-housing. Describe how your efforts will support and engage mainstream and community-based services that improve health, income, and advancement towards housing placement and ongoing stability.

4.7 SITE LOCATION PLAN (OPTIONAL)

This section is optional and not required.

A responsive submission should include a description of the proposed site(s), evidence of site control, and an overview of how the site(s) location is suitable for project needs. Site visits will be arranged for all proposed locations as part of the review process.

Please include in short format, the following information.

- a. Address or Parcel Number.
- b. Current owner of record.
- c. Proof of Agency Site Control (lease, tax records, etc.).
- d. City of Stockton zoning designation
- e. Plot map with all adjacent streets and parcels.
- f. Plot map with proposed project siting, including access and exit points, and all relevant services.
- g. A narrative statement describing the how the proposed location will accommodate requested services.

4.8 COST RATE

Submit a cost rate under sealed, separate envelope. Do not include with the technical response. Provide hourly rates for each type of activity and each level of personnel, as well as an estimated total for three (3) months of start-up costs and nine (9) months of operations.

Allowable Costs

Submit cost rates for the following personnel types:

- Direct Services Personnel
- Administrative Support
- Contracted Services

Submit detailed basic fee structures and breakdowns of any other charges related to the vision proposal as specified, including but not limited to:

- Operating Supplies
- Equipment Rentals
- Monthly Utility and Waste Disposal Costs
- Insurance
- Food, Beverages, Hygiene supplies, etc.

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5.0 SELECTION CRITERIA AND EVALUATION

The City is interested in selecting one or more non-governmental agencies, faith-based organizations, community-based organizations, and/or other vendors with the abilities to provide Safe Camping or Safe Parking operations and related homeless support services.

The City uses a Best-Value selection process in obtaining these services. Submissions shall be evaluated according to qualifications, approach, references, clarity of response, and cost.

Technical Proposal

Qualifications of the organization, overall experience, experience conducting similar work, ability to manage budget and expenses of the project on a cost reimbursement basis – up to 30 points

Approach, vision, and strategic fit consistent with the objectives of the City of Stockton – up to 20 points

References/Community Reputation – up to 20 points

Clarity of response – up to 10 points

Cost Proposal – up to 20 points

Cost associated with proposed plan / completeness and reasonableness of cost proposal
[The Cost Proposal is submitted separately from the Technical Proposal]

Oral Presentations/Interviews

The City reserves the right to conduct oral presentations/interviews as deemed necessary by the City for clarity or explanation; to view demonstrations of the systems or solutions; and/or to obtain additional information. Results of the oral presentations will be pass/fail; no points will be assigned.

Item	Maximum Points Available
Technical Proposal	80
Qualifications	30
Approach	20
References	20
Clarity of response	10
Cost Proposal	20
Total	100

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the submissions, the Panel may invite Respondents within a competitive range for oral presentations/interviews. During these presentations, the City will seek clarity or explanation and/or obtain additional information.

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

1. Respondent's qualifications and approach to provide all services as outlined in this RFSQ;
2. Respondent's Fee Schedule - completed and signed under separate, sealed cover;
3. Respondent's Covenant;
4. References;
5. Financials Review;
6. Interview/Oral Presentation, if applicable; and
7. Any other criteria as best suits the City of Stockton.

6.0 ADDITIONAL CONSIDERATIONS

All responsive submissions will be reviewed and considered as the City of Stockton identifies and procures sites suitable for safe camping and parking. Further considerations for contracting with the City of Stockton include:

6.1 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, agencies, or non-governmental entities, quality and price being equal. Local merchants or agencies 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 or agencies 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)

6.2 FORMS REQUIRED AT CONTRACT

If the respondent is awarded a contract as a result of this RFSQ, the awarded firm will be required to complete an ARPA Subaward Agreement.

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

6.3 INSURANCE REQUIREMENTS

Respondent/Bidder, at Respondent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit B and listed on the City's website at: <http://www.stocktonca.gov/government/departments/humanResources/riskServices/insurance.html> It is your responsibility to review the insurance requirements, submission of a qualifications package serves as an agreement to obtain and maintain all necessary insurance.

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 for the services provide 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 Respondent 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. Respondent 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 Respondent'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.

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly, unless prescribed differently per contract.

6.4 CONFIDENTIALITY

If Respondent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Respondent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the Respondent believes to be protected from disclosure. The Respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Respondent 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 Respondent 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.

6.5 PROTEST POLICY

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

Protest Procedures

- 6.10.1 All protests must be in writing and stated as a formal protest.
- 6.10.2 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.
- 6.10.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.10.4 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.
- 6.10.5 Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award.
- 6.10.6 Deliveries of the protest by hand, mail, email or fax are acceptable.
- 6.10.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
- 6.10.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

Protest Review

- 6.10.9 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 6.10.10 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.
- 6.10.11 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.
- 6.10.12 Each party shall bear its own costs and expenses involved in the protest and appeal process, including

any subsequent litigation.

- 6.10.13 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.
- 6.10.14 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).
- 6.10.15 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, Respondents, 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 qualifications submitted nor be legally bound in any manner by the submission of a proposal, cost rate, or qualifications package.
- B. Acceptance by the City of a proposal obligates the Respondent 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 Respondent.
- 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 RFSQ 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 Respondent 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 RFSQ 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 RFSQ.

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 RFSQ.

7.3 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFSQ. The City will notify potential Respondent of any material changes by posting on the City's website. No one is authorized to amend any of the RFSQ 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 Respondent to not have received such information and/or clarifications/questions/answers shall not relieve such Respondent 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 Respondent 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 letter of interest and qualifications package shall be deemed a representation and warranty by the Respondent that it has investigated all aspects of the RFSQ, that it is aware of the applicable facts pertaining to the RFSQ process and its procedures and requirements, and that it has read and understands the RFSQ. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Respondent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFSQ 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 RFSQ shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202

Or, send an e-mail to: stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by April 14, 2022 at 5:00 pm (Pacific Time). Any City response to a request for clarifications/questions/answers will be posted on the City's website at <http://www.stocktonca.gov/eddbid> on or around April 21, 2022, and will become a part of the RFSQ. The Respondent 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 Respondent without further consideration:
- b. Evidence of collusion among Respondents;
- 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 RFSQ process will, and shall be, just cause for disqualification/rejection of Respondent's submittal and considered non-responsive.
- e. A Respondent'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 Respondent 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 Respondent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

If Respondent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the respondent 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 Respondent.

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 at its own expense, and indemnify the City of Stockton and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. 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 SPECIAL FUNDING TERMS AND CONDITIONS – ARPA SUBAWARDS

Contractor is classified as a Subrecipient under ARPA, which is an entity that receives a subaward from the CITY to carry out a program on behalf of the CITY using SLFRF funds. As a beneficiary of SLFRF funds from the CITY, CONTRACTOR must comply with the ARPA guidelines in order to be eligible for a grant. The guidelines, titled Compliance and Reporting Guidelines: State and Local Fiscal Recovery Funds, as amended by Treasury (the "Guidelines"), are incorporated into this AGREEMENT by reference. The Guidelines can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>. In ensuring compliance with these Guidelines, CONTRACTOR serves as a first line of defense against fraud, waste, and abuse of federal money.

As further described in the Guidelines, CONTRACTOR will generally be subject to the requirements of the

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards, 2 CFR Part 200.

7.12 COMPETITIVE PRICING

Respondent 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 Respondent. If Respondent enters into any arrangements with another customer of Respondent to provide product under more favorable charges, economic or product terms or warranties, Respondent 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.

7.13 AVAILABLE FUNDING

Any contract which results from this RFSQ 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.

7.14 TERMINATION FOR CONVENIENCE

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

7.15 AUDITING CHARGES AND SERVICES

The City reserves the right to periodically audit all charges and services made by the successful Respondent to the City for services provided under the contract. Upon request, the Respondent agrees to furnish the City with necessary information and assistance.

7.16 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the Respondent or as recommended by the Respondent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

7.17 AWARD

Upon conclusion of the RFSQ process, a contract may be awarded for the services described in this solicitation. The City reserves the right to select the successful Respondent and to negotiate terms of a contract with the Respondent 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.

[The remainder of this page intentionally left blank]

8.0 SUBMISSION DOCUMENTS

SUBMISSION COVER PAGE

SAFE CAMPING <u>or</u> PARKING OPERATOR and HOMELESS SERVICE PROVIDER	
PUR 22-008	
SUBMITTAL DUE: THURSDAY, MAY 5, 2022 AT 3:00 PM (PACIFIC TIME)	
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997
Respondent Business Name	
Respondent Contact Name	
Respondent Contact <i>Signature</i>	
Respondent Address	
Respondent Phone Number	
Respondent Email Address	
Department of Industrial Relations ID Number (if applicable)	

ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

This checklist is provided for your convenience to help you ensure that all items are submitted. It is not required to be submitted with your submission.

Response Submission Order

Respondents are asked to submit their Proposals in the following order:

Technical Proposal

1. **Completed and signed** Submission Cover Page (Section 8.0)
2. **Completed and signed** Respondent's Covenant (Attachment B)
3. **Completed, signed, and notarized** Non-Collusion Affidavit (Attachment D)
4. **Completed and signed** Certification Against Lobbying form (Exhibit G)
5. Submission Guidelines, Content, and Format (Section 4.1)
6. Letter of Interest (Section 4.2)
7. Resumes (Section 4.3)
8. References (Section 4.4)
9. Financial Capacity (Section 4.5)
10. Qualifications Summary (Section 4.6)
11. (Optional) Site Location Plan (Section 4.7)
12. Additional information the Respondent chooses to submit (won't factor in evaluation/scoring)

Cost Proposal (under separate, sealed cover)

1. **Completed and signed** Respondent's Cost Rate (Section 4.8) – using your preferred format

ATTACHMENT B – RESPONDENT’S COVENANT

In submitting this submission, as herein described, the Respondent agrees:

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 Respondent 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 – INSURANCE LIMITS

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

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

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

This project is subject to Insurance Requirements for all services provided by Contractors as a result of this RFSQ.

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

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

- a. Summary - Indemnity and Insurance Requirements Checklist
- b. Block Party/Street Closure
- c. Chemical Vendor
- d. Construction Contracts
- e. Encroachment Permits
- f. Environmental Services Including Lead and Asbestos
- g. First Fill Prescription Information Sheet
- h. IT Professional Services
- i. IT Vendor Services
- j. Lessees - Not for Daily or Short-Term Rentals
- k. License and Maintenance Agreements
- l. Most Contracts - Not for Professional Services or Construction
- m. Professional Services
- n. Rental of Facilities
- o. Special Event Security Vendors
- p. Subdividers
- q. Training Instructors

ATTACHMENT D – NON-COLLUSION AFFIDAVIT

No. 1 AFFIDAVIT FOR INDIVIDUAL RESPONDENT

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

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Respondent 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 Respondent.

(Signature Individual Respondent)

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 RESPONDENT

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 Respondent 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 Respondent.

(Signature Corporation Respondent)

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 _____

ATTACHMENT D – NON-COLLUSION AFFIDAVIT (cont.)

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 Respondent 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 Respondent.

(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:

Signature _____

Exhibit G
SUBAWARD AGREEMENT
Special Funding Terms and Conditions

The City of Stockton has entered into this agreement using funds governed by the American Rescue Plan Act, distributed by the U.S. Department of the Treasury (“Treasury”). The funding available is governed under sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”). The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (the “SLFRF statute”) for eligible recipients to address the economic and health consequences of the pandemic. Under ARPA, the SLFRF statute is to be used for payments for specified uses to certain non-entitlement units of local government. In consideration of the mutual promises contained in this AGREEMENT to carry out the purposes of the subaward on behalf of the City, the CITY and CONTRACTOR agree as follows:

1. SURVIVAL OF PROMISES. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the AGREEMENT expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.
2. SEPARATE ACCOUNTING. The CONTRACTOR will establish a separate account for all funds specified in this AGREEMENT and will use the funds to purchase necessary supplies, defray travel, and will employ the necessary personnel to perform the Work specified in this AGREEMENT. The CONTRACTOR shall also establish and maintain, if applicable, such accounting and documentation of matching expenditures of the CONTRACTOR to satisfy the requirements of the PROJECT.
3. AUDIT. The CITY, and any other appropriate government agency authorized by law, or their duly authorized representatives shall, until five (5) years after final payment under this AGREEMENT, have access to any of the CONTRACTOR’s records related to this AGREEMENT, at the CONTRACTOR’s regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this AGREEMENT, or c) costs and expenses of this AGREEMENT to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
4. AUTHORIZED USE OF FUNDS. The CONTRACTOR shall use or expend the funds provided by this AGREEMENT only for the purposes for which they were appropriated. Further, the funds provided by the CITY shall be used by the CONTRACTOR only for the purpose and activities specified in the AGREEMENT, including associated attachments and exhibits which is attached hereto and incorporated herein by reference as if fully set forth here.
5. COMPLIANCE WITH COST PRINCIPLES AND RELATED REGULATIONS. The CONTRACTOR will not be reimbursed for expenditures under this AGREEMENT that do not comply with the ARPA and Related Regulations that are incorporated.
6. PUBLICATIONS. The CONTRACTOR shall be free to publish results of the Work provided that the terms of the PROJECT are met and the review copies of materials intended for publication are submitted to the CITY’s PROJECT Director at least 45 days prior to publication.
7. CONFIDENTIAL INFORMATION. CONTRACTOR acknowledges that it may be necessary for CITY to disclose certain confidential and proprietary information to CONTRACTOR in order for CONTRACTOR to perform duties under this AGREEMENT. CONTRACTOR acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information may irreparably harm the CITY. Accordingly, CONTRACTOR will not disclose or use, either during or after the term of this AGREEMENT, any proprietary or confidential information of the CITY without the CITY’s prior written permission.
8. DELAYS. CONTRACTOR shall notify the CITY promptly of any expected delay in performance of services. However, CONTRACTOR shall not be liable for delays in performance beyond reasonable control.

9. ARPA GUIDELINES – CONTRACTOR AS SUBRECIPIENT

CONTRACTOR is classified as a Subrecipient under ARPA, which is an entity that receives a subaward from the CITY to carry out a program on behalf of the CITY using SLFRF funds. As a beneficiary of SLFRF funds from the CITY, CONTRACTOR must comply with the ARPA guidelines in order to be eligible for a grant. The guidelines, titled *Compliance and Reporting Guidelines: State and Local Fiscal Recovery Funds*, as amended by Treasury (the “Guidelines”), are incorporated into this AGREEMENT by reference.

The Guidelines can be found at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>. In ensuring compliance with these Guidelines, CONTRACTOR serves as a first line of defense against fraud, waste, and abuse of federal money.

As further described in the Guidelines, CONTRACTOR will generally be subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards, 2 CFR Part 200. This includes, but is not limited to,

- A. The implementation of internal controls and effective monitoring to ensure compliance with 2 CFR Part 200, including generally identifying direct and indirect costs and treating each cost consistently in like circumstances.
- B. Ensuring that procurements using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR § 200.317 through 2 CFR § 200.327, as applicable.
- C. If CONTRACTOR expends more than \$750,000 in Federal awards during its fiscal year, submitting to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

The CITY may request detailed expenditure information from CONTRACTOR in order for CITY to comply with its own reporting obligations. CONTRACTOR will be required to promptly provide any requested information to the CITY, even after the award term has expired. Among other things, the CITY may require information about the structure and objectives of the PROGRAM and information about how many individuals have been served by CONTRACTOR.

Exhibit G
APPENDIX II
CONTRACT PROVISIONS UNDER FEDERAL AWARD

FEDERAL FUNDS

Federal regulations (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II) require the City to include certain contract clauses in this agreement.

The US Department of Homeland Security (DHS) – Federal Emergency Management Agency (FEMA) recommends other certain contract clauses be included.

Based on the table below, any clause identified with a check mark (☑) next to it is hereby incorporated into this contract agreement. The full language of each clause can be found in this EXHIBIT G.

CONTRACT TYPES

1. Construction Contracts
 - 1.1 Equal Employment Opportunity
 - 1.2 Davis Bacon Act
 - 1.3 Copeland “Anti-Kickback” Act

2. All Contracts
 - 2.1 Contract Work Hours and Safety Standards Act
 - 2.2 Clean Air Act and Federal Water Pollution Control Act
 - 2.3 Debarment and Suspension
 - 2.4 Byrd Anti-Lobbying Amendment
 - 2.5 Procurement of Recovered Materials
 - 2.6 Access to Records
 - 2.7 DHS Seal, Logo, and Flags
 - 2.8 Compliance with Federal Law, Regulations and Executive Orders
 - 2.9 No Obligation by Federal Government
 - 2.10 Program Fraud and False or Fraudulent Statements or Related Acts

Check (✓) Applicable Clauses	
Construction	
1.1	<input type="checkbox"/>
1.2	<input type="checkbox"/>
1.3	<input type="checkbox"/>
Check (✓) Applicable Clauses	
All Contracts	
2.1	<input type="checkbox"/>
2.2	<input type="checkbox"/>
2.3	✓
2.4	✓
2.5	✓
2.6	✓
2.7	✓
2.8	✓
2.9	✓
2.10	✓

Checked provisions are hereby incorporated into the contract agreement.

Following are the FEMA requirement or recommendation clauses listed above for contract incorporation.

1.1 Equal Employment Opportunity
Requirement for construction work

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1.2 Compliance with Davis-Bacon Act ***Requirement for construction work***

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt.5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

1.3 Compliance with the Copeland "Anti-Kickback" Act ***Requirement for construction work > \$2k***

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.1 Compliance with Contract Work Hours and Safety Standards Act

Requirement for contracts > \$100k plus mechanics & laborers

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

2.2 Clean Air Act and the Federal Water Pollution Control Act

Requirement for contracts > \$150k

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Stockton and understands and agrees that the City of Stockton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City of Stockton and understands and agrees that the City of Stockton will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.3 Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Stockton. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.4 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification found at APPENDIX A, 44 C.F.R. PART 18:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date:

2.5 Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

2.6 Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City of Stockton City Manager, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Stockton and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.7 DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

2.8 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.9 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.10 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.