

APRIL 21, 2022

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 22-013

ADMINISTRATION OF BUSINESS FAÇADE IMPROVEMENT PROGRAM

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM (PT), THURSDAY,
MAY 26, 2022 IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425
NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

REQUEST FOR PROPOSALS (RFP)
ADMINISTRATION OF BUSINESS FAÇADE IMPROVEMENT PROGRAM

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

RFP INFORMATION	
PUR 22-013	
Contact	Jennifer Alford
Email Address	stocktonbids@stocktonca.gov
Mandatory/Optional Pre-Submittal Meeting	N/A
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov
Due Date for Questions and Clarifications	May 5, 2022 / 1:00 pm (PT)
Posted Responses to Questions/Clarifications	On or around May 12, 2022
RFP Submittal Due Date & Time	May 26, 2022 / 2:00 pm (PT) Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
Bid Security & Bonds	<input type="checkbox"/> Bid Security <input type="checkbox"/> Bonds
Labor Compliance	<input checked="" type="checkbox"/> DIR Registration* <input checked="" type="checkbox"/> Contractor's License

**May be applicable for subcontractors performing work.*

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than Thursday, May 26, 2022 at 2:00 pm (Pacific Time) by the City of Stockton, California for ADMINISTRATION OF BUSINESS FAÇADE IMPROVEMENT PROGRAM – PUR 22-013 in strict accordance with the specifications.

The City of Stockton, hereinafter referred to as the “City”, is requesting proposals (RFP) from firms or individuals, hereinafter referred to as “Proponent,” to provide program administration services to the City.

The City has developed a Business Façade Improvement Program, enabling commercial property owners and small businesses to request grant funding for a wide range of façade and outdoor dining improvements. The Program will initially focus on the Downtown but will be expanded to include the rest of the City of Stockton. The City intends to award to one Proponent, but, if necessary, reserves the right to award to multiple Proponents.

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be mailed or delivered to the address below at or before the hour stated. Each Proponent must be licensed in accordance with applicable California State Law.

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 providing assistance to small businesses and entrepreneurs to improve their business façades, through a business façade improvement program. For a full description of the City’s planned ARPA allocations please see: <https://www.stocktonca.gov/government/departments/manager/ARP/default.html>

Proposal forms and specifications are available on the City’s website at <https://www.stocktonca.gov/eddbid>.

Sealed proposals must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202. 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 email stocktonbids@stocktonca.gov. Questions are due by Thursday, May 5, 2022 at 1:00 pm (PT).

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

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The following terms are used interchangeably throughout this solicitation:
Proponent, Contractor, Vendor, Firm

1.0 BACKGROUND

The City of Stockton, hereinafter referred to as the “City”, is requesting proposals (RFP) from firms or individuals, hereinafter referred to as “Proponent,” to provide program administration services to the City. As part of the American Rescue Plan Act (ARPA) of 2021, the City anticipates receiving additional funding to address local needs generated by the COVID- 19 pandemic.

The City has apportioned funding for small business support and economic recovery. Since funds will be received directly from the U.S. Treasury, the City is seeking experienced individuals or organizations to oversee the administration of the City’s Business Façade Improvement Program that is being funded through ARPA. As part of the 2020-2021 amended Annual Action Plan for Community Development Block Grant (CDBG), the City also received CARES Act (CDBG-CV3) funds to assist small businesses and entrepreneurs. The selected individual or organization will be expected to oversee the administration of the CDBG-CV3 funded portion of the City’s Business Façade Improvement Program.

The City has developed a Business Façade Improvement Program, enabling commercial property owners and small businesses to request grant funding for a wide range of façade and outdoor dining improvements. The City will grant, on a one-time basis, up to \$25,000, unsecured, per building on behalf of property owners and/or business owners to enhance the exterior and/or enable outdoor dining at commercial, nonresidential properties located in the Stockton city limits, and for which private funds are not readily available. The Program will initially focus on the Downtown but will be expanded to include the rest of the City of Stockton, as funds are made available. The City intends to award to one Proponent to administer the program but reserves the right to award to multiple Proponents if necessary.

APRA funds up to \$1,350,000 have been allocated for the Business Façade Improvement Program for grant distribution and program administration. CDBG-CV3 funds have allocated \$100,000 for the Outdoor Dining Program.

2.0 SCOPE OF WORK

Proponent shall provide administrative oversight for the launch, implementation, and management of the City’s American Plan Rescue Act (ARPA) and CDBG-CV3 funded Business Façade Improvement Program.

2.1 TASK 1: Finalization of Program Guidelines

- 2.1.1 Provide insight and support to City staff in the development and finalization of Program Guidelines.
- 2.1.2 Work collaboratively with Economic Development, Community Development, and, as needed, Public Works, to ensure Program Guidelines align with City processes, procedures, and municipal codes.

2.2 TASK 2: Curation and Management of On-Call Subcontractor/Vendor List

The successful implementation of the Program will require a comprehensive and robust list of on-call subcontractors/vendors that are licensed and qualified to conduct the façade improvement work.

The Proponent shall accomplish the following:

- 2.2.1 Assist the Economic Development Department in curating and developing a list

of licensed and qualified vendors for the range of eligible activities under the Program. Examples of eligible activities include, but are not limited to:

- Paint
- Signage
- Exterior lighting
- Awnings/canopies
- Window and/or door replacement
- Landscaping
- Restoration of historical façade features
- Architectural review
- General outdoor cleaning activities

2.2.2 Execute on-call subcontractor agreements with licensed vendors as identified in the Program guidelines for use during Program implementation.

2.2.3 Ensure ongoing compliance with vendor licenses and registrations through the Department of Industrial Relations, if applicable.

2.3 TASK 3: Program Launch/Oversight

The Proponent will be responsible for launching, overseeing, and managing the ARPA-funded Business Façade Improvement Program. The Proponent will be required to comply with all guidance outlined in the ARPA Final Rule, which can be located on the U.S. Department of the Treasury website. As part of this, the Proponent shall accomplish the following tasks and processes:

2.3.1 Utilize the City's application software, Neighborly, or equivalent platform, to accept and review applications for eligibility.

2.3.2 Provide case management support for prospective and existing Program applicants.

2.3.3 Serve as a liaison between Program applicants and the on-call vendors, dispatching vendors strategically to complete the approved scope of work.

2.3.4 Develop and execute sub-agreements with Program applicants and on-call vendors, documenting the work completed and the costs incurred.

2.3.5 Provide payment to on-call vendors for work completed; prepare and submit the necessary reconciliation reports to the City to process reimbursements, utilize software platform identified in the Program guidelines when applicable.

2.3.6 Submit monthly reports to the City on Program accomplishments, including the number of businesses supported, activities completed, amount of funding expended, and location of activities.

2.3.7 Analyze applicants for eligibility under the CDBG-CV program for outdoor dining support in low-income areas of Stockton and obtain proper supporting documentation.

- 2.3.8 Ensure compliance with prevailing wage certification under CDBG-CV funded activities for outdoor dining support.
- 2.3.9 Adhere to the [Stockton Citywide Design Guidelines](#).
- 2.3.10 Compliance with the ARPA Final Rule, as published by the U.S. Department of the Treasury.
- 2.3.11 Coordinate with the City's Community Development Department and/or Cultural Heritage Board for all façade improvements to buildings with historical significance.
- 2.3.12 Coordinate with the State Historic Preservation Office for CDBG-CV3 funded façade improvement projects as applicable.
- 2.3.13 Coordinate with the City throughout the process to ensure Program compliance.
- 2.3.14 Maintain records of all on-call vendors, sub-agreements, scopes of work, invoices, payments, and accomplishments for submittal to City upon request.
- 2.3.15 Maintain separate lists for ARPA and CDBG-CV3 grantees.
- 2.3.16 Issue 1099 forms to approved applicable applicants.

2.4 TASK 4: Reporting

The Proponent will be responsible for conducting, compiling, and submitting financial and performance reports for this project.

- 2.4.1 Utilizing a mutually agreed format, the Proponent will be expected to compile and provide final performance reports to the City.
- 2.4.2 It is expected that these reports will be required quarterly, but the reporting schedule and required content will be solidified with the awarded provider during contract negotiations.

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3.0 PROJECT SCHEDULE OF EVENTS

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

SCHEDULED DATES	PROJECT EVENTS
4/21/2022	RFP notice advertised
5/5/2022	Project questions/clarifications due
5/12/2022	Response to questions/clarifications
5/12/2022	Final Addenda published, if applicable
5/26/2022	Proposal submittals due
5/26/2022 – 6/3/2022	Proposal evaluation
6/13/2022 – 6/17/2022	Interviews conducted, if applicable
6/24/2022	Selection committee recommendation
TBD	City Council award
TBD	Contract routing and approval
TBD	Project coordination meeting

SCHEDULED DATES	PROJECT MILESTONES
July - August 2022	Task 1 – Development of Program Guidelines
July 2022 (Ongoing)	Task 2 – Curation and Management of On-Call Subcontractor/Vendor List
July 2022 (Ongoing)	Task 3 – Program Launch/Oversight

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4.0 PROPOSAL CONTENT

TECHNICAL PROPOSAL CONTENT

4.1 COVER LETTER

Submit a cover letter and executive summary on your company letterhead.

Cover Letter with the following information (3-page limit)

- A. Address the solicitation and your proposal.
- B. A brief description of the firm's approach, management techniques, and proposal.
- C. The significant advantages of selecting the Proponent.
- D. The name and title of the Proponent's main point of contact, along with the mailing address, the email address, and the telephone number.
- E. An acknowledgement of receiving any addendum(s) to the RFP document.
- F. Cover letter signed by an officer of the firm authorized to bind the firm to all comments made in the proposal

4.2 REFERENCES

Submit 3 references of previous clients for which you provided similar services of size and scope. Provide the following for each reference:

- A. Brief overview of the client/project/study
- B. Project location
- C. Dates of project
- D. Project budget
- E. Name and title of a current contact person, email address, and phone number

4.3 FINANCIAL STATEMENT

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

Proponent shall submit a full and detailed presentation of the true condition of the Proponent's and its subcontractors' 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 or its subcontractors who, at the time of submission, are involved in ongoing bankruptcies as debtors, or in reorganizations, liquidations, or dissolution proceedings, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent or subcontractor under federal bankruptcy law or any state insolvency, may be declared non-responsive.

4.4 CORPORATE STRUCTURE / ORGANIZATION

Describe how your firm is organized, noting major divisions, any parent/holding companies, and any subcontractors. Include a brief history of the firm and all personnel potentially to be involved in the project, including all subcontractors. Designate the Principal in Charge and other key personnel. Include the names, titles, and resumes of the key members of the Proponent's team, especially those who will be assigned to work with the City on this project.

Note: During the effective period of an awarded contract, any requested personnel changes on the Proponent's team must be submitted to the City for approval prior to making the changes; except in the case of an emergency. Contact the City as soon as possible after emergency situations that may necessitate changing team members.

4.5 QUALIFICATIONS

Describe the firm's ability to meet the following qualifications (A-F).

- A. Two years' experience working together on projects of a similar or related nature.
- B. Experience coordinating with government agencies on the development and implementation of programs with citywide impacts.
- C. Knowledge of local building codes and design guidelines.
- D. Familiarity engaging with and understanding the needs of the business community and the ability to coordinate across multiple stakeholders.
- E. An understanding of the processes and protocols to accept, review, and award applications of assistance.
- F. Experience conducting, compiling, and submitting financial and performance reports for projects of a similar or related nature. Please provide samples related to this type of project.

4.6 OTHER QUALIFICATIONS

Describe any additional information that would assist the review team in understanding the proponent team's capacity to complete the project efficiently and effectively.

4.7 DELIVERABLES

Describe how your firm intends to achieve the deliverables listed in Section 2.0 Scope of Work:

Section 2.1, TASK 1: Finalization of Program Guidelines

Section 2.2, TASK 2: Curation and Management of On-Call Subcontractor/Vendor List

Section 2.3, TASK 3: Program Launch/Oversight

Section 2.4, TASK 4: Reporting

COST PROPOSAL CONTENT

4.9 PROPOSAL FEE

Under separate and sealed envelope, please provide your Cost Proposal for services **through December 31, 2024**. Please see Section 10, Exhibit C - Cost Proposal.

There is not a mandatory format for the Cost Proposal. **You are encouraged to propose a detailed cost structure that demonstrates your understanding of the program, and that provides a clear picture of your costs to the City.**

Following are a couple examples:

1. The Proponent could estimate an anticipated number of hours/rates needed to develop on-call vendor lists for the full spectrum of activities (e.g., painters, window installation, etc.). The Proponent could then estimate the time it would take to review a set number of applications, determine eligibility, coordinate with the business/confirm the scope, and then ‘triage’ the project based on the scope. Once critical mass is reached, such as “10 businesses who only want painting,” the administrator would provide the list of 10 projects to the pre-qualified list of painters for them to bid on. As part of the price proposal, the respondent could extrapolate these costs across the life of the program.
2. Alternatively, it wouldn’t be unreasonable to set a flat fee per application processed or a fixed monthly fee, but we would like to see some creativity in how its presented.

A fee schedule template is provided for your convenience in Section 10, Exhibit C - Cost Proposal. You may use this as-is or as a starting point and restructure it as you prefer. If this template is used, please replace “Item 1,” for example, with the specified activity.

The Cost Proposal should be signed and dated by an authorized representative of the firm.

The Cost Proposal is subject to negotiation.

5.0 SUBMISSION GUIDELINES

- 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 according to Attachment A – Proposal Submission Order.**
- 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, along with any electronic media and/or links to media to stocktonbids@stocktonca.gov. Enter into the Subject Line: PUR 22-013, Business Façade Response.

6.0 SELECTION CRITERIA AND EVALUATION

EVALUATION STEP 1 - Technical Scoring

The City of Stockton uses a Best-Value selection process in obtaining these services. The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. For the City to properly evaluate the Proponents' qualifications and ability to perform this work, proposals should include, as a minimum, detailed information addressing the following information. Following are the criteria that will be scored.

Technical Proposal

- Qualifications of the organization, overall experience, recent public sector experience conducting similar work – Up to 30 points
- Approach and strategic fit consistent with the objectives of the City of Stockton – Up to 20 points
- References – Up to 20 points
- Quality and clarity of Proposal – Up to 10 points

Item	Maximum Points Available
Qualifications and Experience	30
Approach	20
References	20
Quality and Clarity of Proposal	10
Total	80

EVALUATION STEP 2 - Cost Scoring

The Cost Proposal is signed and submitted separately from the Technical Proposal.

Costs will be evaluated and scored.

Cost Proposal/Fee Schedule – Up to 20 points

Item	Maximum Points Available
Cost Proposal	20
Total	20

EVALUATION STEP 3 - Best Value Scoring (if Oral Presentations are not necessary)

Proponents' Technical Proposal and Cost Proposal scores will be combined.

Item	Maximum Points Available
Technical Proposal	80
Cost Proposal	20
Total	100

EVALUATION STEP 4 - Oral Presentations (if necessary)

The Evaluation Panel may invite one or more Proponents within a competitive range to make oral presentations. If conducted, the Oral Presentation is worth 20 points. During the presentations, Proponents will be asked to present information so the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Firms are strongly encouraged to bring their assigned personnel who would be working with the City on the project, especially the firm's daily contact for the City. Sales pitches will not be necessary, so we expressly request that salespeople not attend.

Each firm will be supplied with an agenda and a scoring rubric for the Interview, which will be developed at a later time. The City will assign points for each item on the scoring rubric as appropriate.

The City will supply the firms with adequate notice the agenda, scoring rubric, and any additional preparation recommendations.

EVALUATION STEP 5 - Best Value Scoring (with Oral Presentations)

All points combined will determine the winning Vendor. The City will negotiate pricing as needed and then move to the contract development phase.

Item	Maximum Points Available
Technical Proposal	80
Cost Proposal	20
Total	100
Oral Presentation (if necessary)	20
Total	120

All said, the Evaluation Panel will evaluate the proposals as a whole based on, but not limited to, the following:

1. Proponent's approach to provide all services as outlined in the Scope of Work and Technical Specifications;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule - completed and signed under separate, sealed cover;

4. Proponent's Covenant;
5. Non-Collusion Affidavit;
6. References;
7. Financials Review;
8. Interview/Presentation, if applicable; and
9. Any other criteria as best suits the City of Stockton.

7.0 CITY REQUIREMENTS

7.1 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, 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)

7.2 TERM

The awarded Contractor will receive a contract effective from execution date through December 31, 2024. Upon availability of funding, the City reserves the right to renew the contract for up to 2 (two) 1-year periods upon the mutual agreement of the parties.

7.3 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.

7.4 INSURANCE REQUIREMENTS

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

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

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

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

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

7.5 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.

7.6 METHOD OF PAYMENT

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.

7.7 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.

7.8 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.

7.9 PROTEST POLICY

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

7.9.A Protest Procedure

1. All protests must be in writing and stated as a formal protest.
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.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
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.
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. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

7.9.B Protest Review

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's, the decision is mailed to the protesting party.
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.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
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. 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).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, Proponents, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist by emailing stocktonbids@stocktonca.gov.

8.0 GENERAL REQUIREMENTS, TERMS AND CONDITIONS

8.1 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. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.
- C. 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, upon mutual agreement of the parties.

8.2 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 RFP 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.

8.3 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Proponent of any material changes by posting on the City's website. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/eddbid.

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.

8.4 CANCELLATION

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

8.5 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 RFP 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.

8.6 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: JENNIFER ALFORD
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by 1:00 pm (PT), May 5, 2022. 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 May 12, 2022 and will become a part of the RFP. The Proponent should await responses to inquiries prior to submitting a proposal.

8.7 DISQUALIFICATION

Any of the following may be considered cause to disqualify a Proponent without further consideration:

- A. Evidence of collusion among Proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. 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.
- D. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

- E. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- F. 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.

8.8 CONDITIONS IF WORK IS SUBCONTRACTED

The Proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed. The Proponent shall ensure subcontractors are properly licensed (as applicable), and meet all deliverables, terms, and conditions of the awarded contract.

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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 TERMINATION FOR CONVENIENCE

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

8.14 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.

8.15 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.

8.16 AWARD

Upon conclusion of the RFP process, a contract may be awarded for the Administration of the Business Façade Improvement Program for the City. 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.

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9 PROPOSAL DOCUMENTS/ATTACHMENTS

PROPOSAL COVER PAGE

ADMINISTRATION OF BUSINESS FAÇADE IMPROVEMENT PROGRAM	
PUR 22-013	
SUBMITTAL DUE: THURSDAY, MAY 26, 2022 AT 2:00 PM (PT)	
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 stocktonbids@stocktonca.gov
Proponent Business Name	
Proponent Contact Name	
Proponent Contact <i>Signature</i>	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

ATTACHMENT A – PROPOSAL SUBMISSION ORDER

Proposal Submission Order

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

Technical Proposal

1. **Completed and signed** Proposal Cover Page (Section 9)
2. **Completed and signed** Proponent's Covenant (Section 9, Attachment B)
3. **Completed, signed, and notarized** Non-Collusion Affidavits that correspond with your business (Section 9, Attachment C)
4. Cover Letter (Section 4.1)
5. References (Section 4.2)
6. Financial Statement (Section 4.3)
7. Corporate Structure, Organization (Section 4.4)
8. Minimum Qualifications (Section 4.5)
9. (Optional) Other Qualifications (Section 4.6)
10. Deliverables (Section 4.7)
11. Assurance of Required Insurance (Section 10, Exhibit B)
12. Additional information the Proponent chooses to submit (won't factor in evaluation/scoring but may be considered during negotiations)

Cost Proposal (under separate, sealed cover)

1. **Completed and signed** Cost Proposal (Section 10, Exhibit C)
 - Include the full fee schedule and detailed cost structure for the program through December 31, 2024.

ATTACHMENT B – PROPONENT’S COVENANT

In submitting this proposal, as herein described, the Proponent 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 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

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

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 _____

ATTACHMENT C – 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 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:

10 PROPOSAL EXHIBITS

Exhibit A – Sample Contract

Linked below is a City of Stockton *sample* contract.

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



Sample Contract
4-7-22.pdf

[The remainder of this page intentionally left blank.]

Exhibit B – 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 Professional Services.

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

Exhibit C – Cost Proposal

Under separate and sealed envelope, please provide your Cost Proposal for services **through December 31, 2024**.

There is not a mandatory format for the Cost Proposal. **You are encouraged to propose a detailed cost structure that demonstrates your understanding of the program, and that provides a clear picture of your costs to the City.**

Following are a couple examples:

1. The Proponent could estimate an anticipated number of hours/rates needed to develop on-call vendor lists for the full spectrum of activities (e.g., painters, window installation, etc.). The Proponent could then estimate the time it would take to review a set number of applications, determine eligibility, coordinate with the business/confirm the scope, and then ‘triage’ the project based on the scope. Once critical mass is reached, such as “10 businesses who only want painting,” the administrator would provide the list of 10 projects to the pre-qualified list of painters for them to bid on. As part of the price proposal, the respondent could extrapolate these costs across the life of the program.
2. Alternatively, it wouldn’t be unreasonable to set a flat fee per application processed or a fixed monthly fee, but we would like to see some creativity in how its presented.

A fee schedule template is provided for your convenience on the following page. You may use this as-is or as a starting point and restructure it as you prefer. If this template is used, please replace “Item 1,” for example, with the specified activity.

The Cost Proposal should be signed and dated by an authorized representative of the firm.

The Cost Proposal is subject to negotiation.

[The remainder of this page intentionally left blank.]

FEE SCHEDULE TEMPLATE

Reference	Deliverable	Cost
Scope of Work, 2.1 – Task 1	Finalization of Program Guidelines	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Item 4	\$
	Item 5	\$
	Sub-Total	\$
Scope of Work, 2.2 – Task 2	Curation and Management of On-Call Subcontractor/Vendor List	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Item 4	\$
	Item 5	\$
	Sub-Total	\$
Scope of Work, 2.3 – Task 3	Program Launch/Oversight	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Item 4	\$
	Item 5	\$
	Sub-Total	\$
Other	Other Fees	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
	Other Suggested Items	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
	GRAND TOTAL	\$

Copy/Paste as needed, and add rows/pages to provide your full implementation fee schedule, showing cost breakdowns.

I hereby approve this Fee Schedule submitted as our cost proposal for PUR 22-013, RFP for Administration of Business Façade Improvement Program.

Authorized Representative / Title – Print

Authorized Representative – *Signature*

Firm

Date