

JANUARY 24, 2023

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 23-010

ENVIRONMENTAL SUPPORT SERVICES

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY,
MARCH 02, 2023, IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL,
425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

**REQUEST FOR PROPOSALS (RFP)
ENVIRONMENTAL SUPPORT SERVICES**

Dates and Times are Subject to Change

RFP INFORMATION	
PUR-23-010	
Contact	Alexandria De Lashmutt
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	Does not apply to this solicitation.
MANDATORY/OPTIONAL Site Tour	Does not apply to this solicitation.
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	February 6, 2023; 5:00 PM (Local Time)
Due Date for Response to Questions/Clarifications	February 17, 2023
RFP Submittal Due Date & Time	March 2, 2023; 2:00 PM (Local Time) 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.
Short-List Interviews (if applicable)	TBD
Bid Security & Bonds	<input type="checkbox"/> Bid Security <input type="checkbox"/> Bonds
Labor Compliance	<input type="checkbox"/> DIR Registration <input checked="" type="checkbox"/> Contractor's License

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, March 02, 2023, at 2:00 pm (Local Time)** by the City of Stockton, California for ENVIRONMENTAL SUPPORT SERVICES – PUR 23-010 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from firms or individuals, herein after referred to as “Proponent” to provide ENVIRONMENTAL SUPPORT SERVICES for three different tasks, including a Site-Specific Work Plan and Closeouts, On-Call Housing Environmental Review Support, and On-Call Environmental Advisory Support.

Each Proponent must be licensed in accordance with applicable California State Law. A “Certified Environmental Professional” designation may be a necessary qualification for the performance of specific Tasks. Proponents are hereby notified that the successful Proponent and any subconsultant under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations (DIR).

Proposal forms and specifications are available on the City’s website at www.stocktonca.gov/services/business/bidFlash/default.html.

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be received on or before the hour stated at the address below.

Sealed proposals must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202 unless electronic mail delivery to city.clerk@stocktonca.gov is applicable. 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 February 6, 2023, at 5:00 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/SUMMARY

Stockton, California is a large urban center, rich in heritage and diversity. Stockton is the 13th largest city in the State of California. With Stockton's continued growth comes new residents, new businesses, new opportunities, and new construction projects. Today's urban redevelopment is helping to advance the City of Stockton (City) well into the 21st century in exciting and dynamic ways.

The City seeks to establish contracts with one or more proponents who can provide Environmental Support Services to the City for three different tasks, including a Site-Specific Work Plan and Closeouts, On-Call Housing Environmental Review Support, and On-Call Environmental Advisory Support. Each Task will be evaluated and awarded separately.

2.0 SCOPE OF WORK

Proponent shall provide environmental support services to the City, which involves site-specific Work Plan and Closeout services, on-call support for the review of housing development environmental clearance documentation, and on-call advisory support as City staff advance Downtown and waterfront redevelopment.

2.1 TASK 1: Site-Specific Work Plan and Closeouts

- 2.1.1 Provide technical support, coordination, and completion of requested site-specific Work Plan and Closeout activities. Sites include:
- 216 N. California Street
 - 130 N. Hunter Street
 - 404 W. Fremont Street
 - 504 W. Weber Avenue
- 2.1.2 Work collaboratively with Economic Development Department (EDD) staff and representatives from an assortment of State and local agencies that may include, but are not limited to, the State of California Water Resources Control Board and the Central Valley Regional Water Quality Control Board.

Site-specific information related to Task 1 can be found on the [GeoTracker website](#)

2.2 TASK 2: On-Call Housing Environmental Review Support

EDD includes the Housing Division, which coordinates with local, regional, State, and Federal partners on the development of housing projects throughout the City of Stockton. As a funding partner, the City is responsible for reviewing and signing off on environmental clearance documentation prepared by external partners, including housing developers and other public agencies. All projects or programs approved for funding must meet the requirements of the National Environmental Policy Act and 24 CFR Part 58, HUD Environmental Review Regulations, before staff can enter into an agreement to provide funding. The projects fall into four (4) categories:

- Exempt per 24 CFR 58.34
- Categorically Excluded not subject to statutes per 24 CFR 58.35(b)
- Categorically Excluded subject to statutes per 24 CFR 58.35(a)
- Environmental Assessment per 24 CFR 58.36

The Proponent shall accomplish the following on an as-needed and/or on-call basis:

- 2.2.1 Review and provide technical guidance and compliance checks on up to eight (8) environmental clearance documents prepared by local housing developers. Documentation will likely follow actions covered by the National Environmental Policy Act (NEPA) but may also include California Environmental Quality Act (CEQA) clearance.
- 2.2.2 The Proponent shall review the project descriptions and provide EDD staff with guidance on the suitability of the environmental review documentation for the applicable project. Proponent shall advise the City if the environmental review is adequate for certification by City staff prior to disbursing funds. Alternatively, the Proponent shall advise if additional information is required from the subrecipient/developer. EDD staff will serve as a liaison between the Proponent and subrecipient/developer, as needed.
- 2.2.3 Technical assistance for environmental review documents developed by City staff for the single-family rehabilitation program. Services to be provided on an as-needed and/or on-call basis to verify that projects are properly designed as Categorical Excluded not subject to statutes per 24 CFR 58.35(b), as well as Categorical Excluded subject to statutes per 24 CFR 58.35(a).

2.3 TASK 3: On-Call Environmental Advisory Support

The City is prioritizing the activation of Downtown and waterfront properties through the ongoing Stockton Coalition Site Reuse & Revitalization Program. While this work is being completed through an existing contract, the City is requesting on-call advisory support for general environmental strategies related to redevelopment in the greater Downtown and surrounding areas, including along the waterfront.

The Proponent shall accomplish the following on an as-needed and/or on-call basis:

- 2.3.1 Provide advisory support to EDD on general brownfield, site reuse, and redevelopment strategies. Activities will focus on providing insight to City staff on strategies related to Downtown and waterfront redevelopment. Examples of on-call activities include, but are not limited to:
 - Reviewing of documentation, including RFPs, related to brownfields, site reuse, and redevelopment, with a focus on accuracy and long-term strategies.
 - Participation in internal meetings with EDD staff to provide technical support and guidance.

3.0 PROJECT SCHEDULE OF EVENTS

The dates indicated on page i of this RFP are the anticipated milestones for this project. All dates are subject to change.

4.0 PROPOSAL CONTENT

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

TECHNICAL PROPOSAL CONTENT

4.1 COVER LETTER/EXECUTIVE SUMMARY

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

Cover Letter with the following information (2-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. Cover letter signed by an officer of the firm authorized to bind the firm to all comments made in the proposal

Executive Summary with the following information (1-page limit)

- A. The name and title of the Proponent's main point of contact, along with the mailing address, the email address, and the telephone number.
- B. An acknowledgement of receiving any addendum(s) to the RFP document.

4.2 REFERENCES

Submit three (3) references of previous clients for which you provided similar services of size and scope.

Provide the following for each reference:

- Brief overview of the project
- Project location
- Dates of project
- 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 project team 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 each Task.

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.

COST PROPOSAL CONTENT

4.5 PROPOSAL FEE

Under separate and sealed envelope, submit and sign the Proponent's Fee Schedule found in Section 10.4, Exhibit 3 – Proponent's Fee Schedule. Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.

5.0 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 city.clerk@stocktonca.gov.

6.0 SELECTION CRITERIA AND EVALUATION

EVALUATION STEP 1 - Technical Scoring

The City uses a Best-Value selection process in obtaining these services. The Evaluation Panel will consist of City 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, at a minimum, detailed information addressing the following information. Following are the criteria that will be scored.

Technical Proposal

- Qualifications – Up to 20 points
- Professional Experience – Up to 25 points
- Industry Expertise – Up to 20 points
- Capacity – Up to 15 points

Item	Maximum Points Available
Technical Proposal	80
Qualifications	20
Professional Experience	25
Industry Expertise	20
Capacity	15
Total	80

EVALUATION STEP 2 - Cost Scoring

Costs will be evaluated and scored.

Cost Proposal – Up to 10 points

The Cost Proposal is submitted separately from the Technical Proposal

Item	Maximum Points Available
Technical Proposal	80
Qualifications	20
Professional Experience	25
Industry Expertise	20
Capacity	15
Cost Proposal	10
Total	90

EVALUATION STEP 3 - Determination of Interview/Oral Presentations

Upon evaluating technical and cost scores, the City will determine if Oral Presentations are necessary. If so, please see Evaluation Step 4 below. If Oral Presentations are not necessary, the City will consider the total scores above along with all information submitted by the Proponent’s to determine if an award can be made.

EVALUATION STEP 4 – Interview/Oral Presentations

Interview/Oral Presentations – Up to 10 points

The City may choose to hold in-person or virtual Oral Presentations. These are intended to gain clarity or explanation; to view demonstrations of the systems or solutions; and/or to obtain additional information.

Item	Maximum Points Available
Technical Proposal	80
Qualifications	20
Professional Experience	25
Industry Expertise	20
Capacity	15
Cost Proposal	10
Interview/Oral Presentation	10
Total	100

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

1. Proponent's qualifications, experience with similar projects, company background and personnel qualifications;
2. Proponent's capacity to perform the services outlined in the Scope of Work;
3. Proponent's Cost Proposal/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 CITY RESPONSIBILITIES

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

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

7.2 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

7.3 MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING

Does not apply to this solicitation.

7.4 TERM

It is the intent of the City to award one (1) or more contract(s) for an estimated time of five (5) years with the possibility of renewal options.

7.5 OTHER GOVERNMENT AGENCIES

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

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

7.6 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

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 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 non-responsive. 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.

7.7 APPLICABLE LAW

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

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

7.8 METHOD OF PAYMENT

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

7.9 NOTICE TO OUT OF STATE BUSINESS

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state business, unless documentation is provided by Proponent evidencing the business is registered with the state of California.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California, not registered with the state and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

7.10 CONFIDENTIALITY

If Proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proponent must so specify by, at

a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the Proponent believes to be protected from disclosure. The Proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

7.11 PROTEST POLICY

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

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.

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 & 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. Acceptance by the City of a proposal obligates the Proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

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/adminbid. Failure of any Proponent to not have received such information and/or clarifications/questions/answers shall not relieve such Proponent from any obligation under his/her proposal as submitted.

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

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: ALEXANDRIA DE LASHMUTT
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR

STOCKTON, CA 95202
stocktonbids@stocktonca.gov

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

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.

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

Successful proponent must be a certified environmental professional. 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 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates may be required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link:
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

8.11 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

8.12 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.

8.13 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.

8.14 TERMINATION FOR CONVENIENCE

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

8.15 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.

8.16 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.

8.17 AWARD

Upon conclusion of the RFP process, a contract may be awarded for a PROJECT DESCRIPTION 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.

9.0 PROPOSAL DOCUMENTS

PROPOSAL COVER PAGE

Environmental Support Services / Task No. 1 / 2 / 3 (Attach one sheet for each Task applied for.)	
PUR-23-010	
SUBMITTAL DUE: THURSDAY, MARCH 02, 2023 AT 2:00 PM	
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
Proponent Business Name	
Proponent Contact Name	
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. Executive Summary (Section 4.1)
6. References (Section 4.2)
7. Financial Statement (Section 4.3)
8. Corporate Structure, Organization (Section 4.4)
9. Assurance of Required Insurance (Section 10.2, Exhibit 1)
10. Additional information the Proponent chooses to submit (will not factor in evaluation/scoring, but may be considered during negotiations)

Cost Proposal (under separate, sealed cover)

1. **Completed and signed** Proponent's Fee Schedule (Section 10.4, Exhibit 3)

ATTACHMENT B- PROPONENT’S COVENANT

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

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter 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:

10.0 PROPOSAL EXHIBITS

Exhibits can be found on the City's Bid Flash Website:

<http://www.stocktonca.gov/services/business/bidflash/default.html>

10.1 Exhibit 1 – Insurance Limits

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

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

This project is subject to Insurance Requirements.

10.2 Exhibit 2 – Sample Contract

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

10.3 Exhibit 3 – Proponent’s Fee Schedule

A Fee Schedule should be prepared and signed for each Task the Proponent is submitting a response for identified in the RFP.

The Proposer shall fill out the Proponent’s Fee Schedule in its entirety and shall include it in the Cost Proposal. All hourly rate blanks in Proponent’s Fee Schedule must be filled in and no changes shall be made to the job classification title listed. If any part of the Cost Proposal Template is:

- Left blank;
- Multiple prices are proposed for any hourly rate or unit cost; or
- Any changes are made to wording in the Cost Templates,

THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

Hourly Rate Labor Costs (10 points)

The proposed hourly rate for each job classification title will be multiplied by the weighting factor to determine the weighted hourly rate for each job classification title. The weighted hourly rate identified for each job classification title will be added together to determine the total weighted hourly rate which will be used to determine the cost score for the proposal. Note that weighted hourly rates are used only for the purpose of grading the proposal. Actual hourly rates proposed in the table below, or lower negotiated rates, if applicable, will be paid under the resulting contract(s). The hourly rates proposed in response to this RFP shall be guaranteed for the term of the contract(s). The City requires the proposed or lower negotiated rates for the entire contract term and any option period.