

REQUEST FOR PROPOSALS FOR ROOF MAINTENANCE AND ON-CALL LEAK RESPONSE PROJECT NO. OM-22-040

Issued by:

City of Stockton

Public Works Department, Operations and Maintenance
1465 South Lincoln Street
Stockton, CA 95206

Date Issued: February 24, 2022

Date Proposals Due: Thursday, March 24, 2022, by 3:00 pm

LATE SUBMITTALS WILL NOT BE ACCEPTED

1.0 INTRODUCTION

The City of Stockton (City) is requesting proposals from licensed roofing contractors (Contractor) to provide annual roof maintenance, repair services and on-call leak response at various City facilities. Service locations include administrative buildings, public recreation facilities, libraries, fire stations and pump stations. The City intends to select a Contractor who is registered and licensed in the State of California to provide annual roof maintenance and on-call leak response services and to administer the duties and responsibilities set forth in this Request for Proposals (RFP). The Contractor will be required to have qualified staff with demonstrated experience in roof maintenance, repair and inspection. Proposals will be reviewed and ranked on company experience, staff qualifications, communication, references, cost proposal and other relevant information. Once negotiated, the City will award a Service Contract for a term of five (5) years.

2.0 BACKGROUND INFORMATION

The City's Public Works Department is responsible for the maintenance of roofs on various City owned buildings. The City maintains approximately 850,000 square feet of roofs and is seeking a qualified roofing contractor to perform services that include an annual roof inspection, winterizing, timely leak response and the furnishing of all labor, materials, tools, equipment, supplies, transportation, incidental and customary work necessary to competently perform the duties set forth in this RFP at the listed facilities and additional sites if required and/or requested.

3.0 RFP INFORMATION

3.1 Description

They City of Stockton is soliciting proposals for Roof Maintenance and On-Call Leak Response, Project No. OM-22-040. Selection of a Contractor involves a competitive negotiation process. Qualified firms, contractors, companies, or entities meeting the requirements set forth in this RFP are encouraged to participate.

3.2 Tentative Schedule

The following is the tentative schedule for this RFP. Any changes in the scheduled dates for the Deadline for Final Questions or Proposal Submission will be advertised on Bid Flash in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Release by the City	2/24/2022
Deadline for Final Questions	3/4/2022
City Reponses to Questions	3/9/2022
Proposal Submission Deadline	3/17/2022

Contractor Interviews as Needed	Week of 3/24/2022
Contract Approval and Execution by City Council and City Manager	Summer 2022

3.3 Selection Process

Contractors that have submitted the best and most complete proposals may be invited to an interview. The number of Contractors invited to an interview may vary depending upon the number of proposals submitted. The Contractor's proposed supervisor(s) of work to be performed may be required to attend.

The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Contractor might propose.

A Service Contract will be negotiated with the Contractor considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Contractor considered next best in meeting the City's needs for this particular project.

The selected Contractor will be required to execute a City-prepared contract. The contract may further refine the scope of work and will provide for the terms and conditions of employment.

The award of any contract is expressly contingent upon City Council approval and the availability of funds.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Contractor(s). In the case of a difference in unit price versus the extended figure, the unit price shall govern.

4.0 CONTRACTOR QUALIFICATIONS

Contractor shall have adequate equipment and employ adequate staff to perform the described work.

4.1 Minimum Age Requirement

All employees of the Contractor must be a minimum of 18 years of age.

4.2 Conflict of Interest

The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

4.3 Contractor Responsibilities

The Contractor shall employ only workers who are competent and skilled for work under this contract. The City shall, throughout the term of the contract or any extension thereof, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

The Contractor shall appoint a Project Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City along with contact information. For this work, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative/s to discuss any problem areas. The Project Manager shall have a telephone to permit timely contact by the City. The Project Manager must respond to a call within 30 minutes.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of this RFP that all work is to be performed by Contractor's forces.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Wherever work is being performed, Contractor shall have a designated person at the work site that has the authority to respond to the Contract Administrator and/or any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any essential information.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees. Personal supervision is not required provided that equipment or other means are given enabling the work crews to communicate with the Contractor at all times.

4.4 Standards of Performance

Contractor is expected to provide the highest level of quality compatible with practices and modern techniques accepted by the industry. The Public Works Director or designee(s) shall be the sole judge as to whether Contractor's work conforms to the specifications.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, vehicles, hauling, dumping, proper protection and all other items needed, or as directed to perform the work described in this RFP.

Contractor is expected to be familiar with all areas and locations of the work and if they are not, shall have those questions answered before commencing work on this contract.

5.0 SCOPE OF WORK: See Attachment A

6.0 CONTRACT ADMINISTRATION

6.1 Contract Administrator

During the performance of the Contract the City will be represented by the Facilities Manager, (209) 937-5069, and/or Contract Administrator, (209) 937-8954.

6.2 Term of Service

The term of the Service Contract shall be effective from date of award and shall remain in full force and effect for a period of five (5) years, beginning July 1, 2022, through June 30, 2027. The City may terminate this Service Contract at any time if the Contractor fails to perform in accordance with the Scope of Work and terms and conditions of the contract, provided that thirty (30) day prior written notice is given to the Contractor.

6.3 Additions and Deletions to the Contract

The City currently requires the provisions of this RFP for the roofing systems listed in Attachment B. The City reserves the right to either add or delete roofing systems as conditions and funding considerations warrant. The proposer shall provide a per-square-footage rate for each roofing type which shall be used as the basis for adding or deleting roofing systems to the scope of this Contract. Additions and deletions to this contract will be submitted as a change order to the original Contract.

6.4 Price Adjustment

No price adjustments will be made to the proposed contract amount during the initial term of the Contract unless to match a published change in the applicable wage determination made by the California Department of Industrial Relations (DIR). Price adjustments made based on a new, applicable DIR wage determination(s) shall be made to exactly match the increased wage difference and shall only take place during the specified effective period. DIR wage determination-based price adjustment requests must be submitted and approved as a Change Order to the original Contract. This increase request may be in accordance with consumer price index (CPI) for other services in Stockton, California according to the current, applicable year's Bureau of Labor Statistics and shall not exceed 3% in any one year.

6.5 Invoicing

Invoices in the amount of 25% of the agreed to Annual Price shall be submitted to the Contract Administrator quarterly for the prior 3 months of work performed, unless otherwise mutually agreed upon in writing.

Example: First term of Contract will not be 12 calendar months but will require the complete annual scope of work to be completed. Full amount of quarterly price will be permitted to be invoiced for the first partial quarter to ensure full payment for the complete annual scope of work.

6.6 Billable Work

The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by Contractor staff not conducting maintenance and repair work or are unqualified to complete needed repairs.

6.7 Tools and Equipment

The Contractor shall furnish and maintain all equipment, and vehicles necessary for properly executing the provisions of this Contract. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for Contract termination.

6.8 Parts and Materials

Contractor shall have adequate inventory of and shall furnish all parts and materials used in the performance of this contract. Mark-up on parts and materials may not exceed 10% of Contractor's cost as determined by supplier invoice or other evidence of actual cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

Materials shall be selected, procured, and provided by the Contractor. All materials furnished shall be new and free of defects in material and workmanship at the time of installation. Damaged materials will be replaced at the expense and effort of the Contractor. The City will not be held responsible for damaged materials furnished by the Contractor prior to or during installation.

6.9 Roofing Systems to be Serviced: See Attachment B

6.10 Staffing, Workmanship and Quality Level

The Contractor shall provide a staffing level to perform roof maintenance and leak response services in a thorough and professional manner. All personnel performing work under this Contract shall be directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for skills, methods, and actions of all employees, subcontractors and for all work done.

Contractor is expected to respect all parties they encounter. Contractor shall perform work to the satisfaction of the Public Works Director or Designee/s. The Contractor shall cooperate with the Public Works Director or Designee/s to enable determination of contract compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Public Works Director or Designee/s. Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

6.11 Inspections, Discrepancies and Unsatisfactory Performance

So as to ensure consistent quality of the work being performed, a City designee will perform periodic inspections of roofing systems affected by the Contractor's work to ensure compliance with the Contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. The City reserves the right to retain independent consultation for the evaluation of work conducted to include: workmanship, safety practices, application of industry techniques, or efforts to mitigate disruption to operations and property damage. Upon the discovery of unsatisfactory results, the City may issue in writing a notice of unsatisfactory performance. If corrective work is required, the City will provide a written list of discrepancies to the Contractor to correct at no additional cost to the City. If discrepancies are not addressed within five business days, the City may perform the work using others and deduct the cost from the Contractor's payment either through invoice deduction, or back-charges withheld from the soonest month's payment.

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than two written notices of unsatisfactory performance in any calendar year. In the event two such notices of unsatisfactory performance are given in any calendar year, the City may thereupon terminate this contract immediately.

6.12 Quality Assurance/Quality Control Program

Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. Proposer shall submit a copy of their quality control program as part of their proposal.

6.13 Hours and Days of Work

Scheduled maintenance and repairs shall typically occur during normal business hours. The City's normal business hours are 7am – 5pm Monday through Friday with alternating closed Fridays. All legal holidays and alternate closed Fridays are observed as non- business hours.

Contractor must provide at least 24 hours advance notice to City prior to commencing routine, scheduled work. Contractor shall diligently prosecute work to minimize the time the property is open to the street/sidewalk. Contractor shall start work so it is completed before a weekend and shall not leave the property open to the street/sidewalk over a weekend.

Should the Contractor choose to work on a Saturday, Sunday, on a holiday recognized by the labor unions, outside of the designated work hours defined in this contract, and that work requires inspection or supervision by a designated City representative, the Contractor shall reimburse the actual costs of inspection and supervision and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

6.14 Safety

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county and local laws, ordinances, codes and regulations in performing the work under this contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein. Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. Contractor is solely responsible for advising and educating all potentially affected personnel to the health hazards associated with this work prior to personnel commencing work under this contract.

The Contractor shall develop and maintain for the duration of the Contract a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program. Contractor shall have an injury and illness prevention program (IIPP) in accordance with applicable Local, State, and Federal Laws, and shall provide a copy of the program within 30 days of entering into this contract.

All work shall be performed with the utmost concern for safety of City staff, the workers, and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas where work is being performed.

6.15 Response Time

The Contractor shall have leak response service available on a basis of twenty-four hours a day, seven days a week with a response time not to exceed 4 hours from the time of the Contract Administrator's initial call. All non-urgent communications shall be returned within the same working day.

Contractor supervision shall be immediately available at all times Contractor employees are working onsite and must be available 24 hours a day via telephone.

6.16 Contractor's Employees

The Contractor and its employees represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. At all times, personnel shall wear uniforms. Contractor's employees and subcontractors shall not smoke tobacco in any City park and within 20 feet of any public building.

6.17 Emergency Situations

For medical or public safety emergencies occurring at City facilities, call 911. For all building maintenance emergencies (water leaks, etc.) contact the Public Works Supervisor or designated staff to report the issue immediately (24 hours/day).

6.18 Continued Use of Facilities

The facilities being serviced by this contract will continue to be occupied during the contract. Work shall be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit its personnel to only those areas required in performing the work.

6.19 Lane Closures and Traffic Control

Any contemplated lane closures must have prior approval by the City. The Contractor shall provide the City Representative a work schedule and schedule of

any contemplated lane closures. All traffic control shall conform to the Work Area Traffic Control handbook, a.k.a. the WATCH Manual.

6.20 Damage to Improvements and Protection of Property

Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area, and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations so that steps can be taken to protect the personal property. Contractor shall notify City within 24-hours of any damage to any City or private amenities/improvements/property caused by Contractor.

Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

7.0 PROJECT GENERAL INFORMATION

7.1 Proposal Submissions

Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted become the property of the City.

An electronic copy of the proposal shall be submitted no later than <u>3:00 pm on Thursday, March 17, 2022</u>, to the following email addresses:

Keegan.Rauzi@stocktonca.gov Katrina.Cooper@stocktonca.gov

The cost proposal must be a separate electronic document labeled "Cost Proposal," with project name and number.

The subject line of the email shall include: **ROOF MAINTENANCE AND ON-CALL LEAK RESPONSE**, **Project No. OM-22-040**. Late proposals will not be accepted.

7.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate an agreement with the firm submitting the highest-ranking proposal. Also, the City reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds for rejection of the proposal.

7.3 Proposal Questions and Requests for Clarification

Any questions or requests for clarification shall be submitted via email to:

Cristina.Pfeffer@stocktonca.gov

Requests for clarification shall be submitted by **Friday**, **March 4**, **2022**, **at 3:00 pm**. If a response warrants an addendum to the RFP, such addendum will be posted on Bid Flash at least two days prior to the proposal due date. It is the proposer's responsibility to check the website for any addendums or responses to questions. The website address is as follows:

http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public Works

7.4 <u>Causes for Disqualification</u>

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 of proponent's proposal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement.
- 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.
- G. Any exceptions to the insurance requirements may result in declaring a proposal non-responsive.

7.5 <u>Licensing Requirements</u>

A C-39 license issued by the California Contractors State License Board is required for this project. Any proposer must have and furnish a copy of a State of California Roofing Contractor's License (C-39) at the time of proposal submission. Professional certifications or licenses required are the sole cost and responsibility of the successful proposer.

Contractor is not required to have a business license to submit a proposal. The Contractor selected to perform this work must obtain a City of Stockton business license prior to a purchase order being issued and maintain this license throughout the duration of the Contract.

The successful proposer and any subcontractor(s) shall provide copies of all valid licenses and certificates required for performance of the services being bid upon. The copies shall be emailed or delivered to the City of Stockton no later than ten (10) days after the Contractor receives notice of award from the City of Stockton. Current copies of licenses and certificates shall be provided to the City of Stockton within 24 hours of demand at any time during the contract term.

City of Stockton Business License Customer Service can be reached at (209) 937-8313, or business.license@stocktonca.gov.

7.6 <u>Insurance Requirements</u>

The proposer must obtain and maintain the required insurance. Proposer should review Attachment C, Instructions to Proposers, for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Proposers may be grounds for rejection.

7.7 Local Business Preference

Stockton Municipal Code Section 3.68.090 applies to this project.

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) point 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) point preference.

7.8 <u>Department of Industrial Relations</u>

Registration with the California Department of Industrial Relations is required for this project. Please refer to Attachment C, Instructions to Proposers, for registration requirements.

7.9 Start of Work

The selected firm shall be expected to begin work within 30 days of contract signing and complete services according to the Scope of Work (Attachment A) at the roof locations listed in the Roof Systems to be Serviced (Attachment B).

7.10 Product Ownership

Any documents resulting from the performance of work in the contract will become property of the City, including all work performed by subcontractors.

8.0 REQUIRED PROPOSAL CONTENT

The proposal shall be no more than twenty (20) pages, with a minimum font size of 12. Proposer shall submit one electronic copy of the proposal and a separate electronic document with the cost proposal.

Proposals must include narrative responses to the following:

8.1 Introduction

Briefly introduce the proposal, including a statement of the contractor's approach to providing the services listed in this RFP. Provide the name of the company submitting the proposal, mailing address, email address, telephone number and name of the appropriate contact person. Describe any subcontract arrangements or licensing agreements.

8.2 <u>Statement of Qualifications/Responsiveness</u>

Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. Include a detailed description of your company, employee position categories and current number of employees in each category. Include an outline of any experience your company has had in meeting the needs of other similarly sized organizations. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled or not extended. State any and all instances of being disqualified, removed or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Provide names, street addresses, and phone numbers and explain the circumstances.

8.3 Resources and Service Methodology

Include a comprehensive description of the resources and methodology that will be used to complete the requested services, with full consideration of the number and locations of all buildings listed in Attachment B, Roof Systems to be Serviced.

8.4 Quality Control

Include a comprehensive description of how your organization administers quality assurance and quality control for the work being proposed.

8.5 Staff Process

Include a work plan describing how you will regularly staff and supervise the contracted services.

- a. List the full or part-time status of each employee that will be assigned to this Contract as well as a complete organizational chart for your company. Provide information on the training and certifications maintained by each individual.
- b. Describe the designated Project Manager's role in the supervision and delivery of contract services as well as the availability of a supervisor and contingency plan when unavailable.
- c. Demonstrate the ability of the project team to perform the proposed work within the time limits of the required services, considering their current and projected workload and assignments.

8.6 <u>Liability Issues</u>

Describe how your company handles damage and theft claims.

8.7 Logistics

Describe how your company will make available the equipment and materials needed to perform all work.

8.8 **Billing/Invoicing**

Describe your company's billing and accounting system, as it will relate to this Contract. Describe your capability to customize invoices to meet the City's needs. Attach samples of your company's billing forms and invoices.

8.9 Reports

Discuss management reports and quality assurance methods and their frequency. Emphasize how you would customize reports for the City that will show work accomplished, labor hours and materials consumed by each site. Attach sample reports.

8.10 Computerized Maintenance Management System

Describe how your company has worked within a customer-provided computerized maintenance management system for tracking assigned work orders and resource reporting.

8.11 Cost Proposal

The total cost proposal for the provisions of this Contract shall include all wages, payroll taxes, fringe benefits, insurance, vehicles, transportation, equipment, materials, supplies, overhead and profit. The time and cost expended on leak response shall be included in the total cost proposed. See Attachment D for Cost Proposal Sheet.

The cost proposal must be in the form of a separate, electronic document from the proposal.

9.0 PROPOSAL EVALUATION

The Contractor selection process will follow the estimated timeline below:

<u>Event</u>	<u>Date</u>
Post Request for Proposals	February 24, 2022
Deadline for Final Questions	March 4, 2022
City Responses to Questions	March 9, 2022
Proposal Submission Deadline	March 17, 2022
Contractor Interviews	Week of March 24, 2022
Contract Approval & Execution by City	Summer 2022
Council & City Manager	
Council & City Manager	

9.1 Proposal Scoring Criteria

Proposals will be selected using a "best value" methodology based on the following categories:

- **A. Cost Proposal (25 points).** Points will be weighted with regard to the rate anticipated to be utilized most by the City.
- **B. Experience (25 points).** Previous experience in providing a superior level of service to like-sized public and/or private entities.
- C. Quality of Work (20 points). Assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness.
- **D. Qualifications of Staff (10 points).** Qualifications of proposed staff to be assigned to the project.

- **E. Communications Capabilities (10 points).** Well organized communications systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.
- **F.** Reports and Invoices (5 points). Effectiveness and clarity of sample reports and invoices utilized by the company.
- **G. Local Business Preference (5 points).** A maximum of 5 points will be given for local preference in accordance with Stockton Municipal Code Section 3.68.090.

The selection committee will evaluate all proposals. This is a qualifications and cost-based selection, so ranking will be in accordance with the attached Evaluation Scoring Worksheet (See Attachment E). Cost is a factor in evaluation, but selection is predominately qualifications based. Cost proposals will not be opened until after other categories have been evaluated. Local preference will also be a factor, so Stockton firms are encouraged to propose. Also, non-Stockton firms should make an effort to use Stockton subcontractors whenever possible. Points will be weighted based on the amount of work being performed by local companies and/or businesses.

9.2 Negotiations

City staff will begin negotiations with the highest ranked firm. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranked firm. The compensation discussed with one prospective Contractor will not be disclosed or discussed with another Contractor.

The selected contractor will be expected to enter into a Professional Services Contract with the City. Proposers should direct their attention to Attachment C, Instructions to Proposers, for the most current insurance and indemnification language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in force until approved by City Council and signed by the City Manager. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS:

Attachment A – Scope of Work

Attachment B - Roof Systems to be Serviced

Attachment C – Instructions to Proposers

Attachment D - Cost Proposal Sheet

Attachment E – Evaluation Scoring Sheet