

APRIL 19, 2022

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 22-009

PUBLIC WI-FI PILOT 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)
PROJECT TITLE/DESCRIPTION

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

RFP INFORMATION	
PUR-22-009	
Contact	Jennifer Alford
Email Address	stocktonbids@stocktonca.gov
Mandatory Pre-Submittal Meeting	Thursday, April 28, 2022 at 8:00 am (PT) Location: 221 North Center Street Stockton, CA 95202
RFP Submittal Mailing, Delivery Address and Electronic Mail	City Clerk's Office 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov
Due Date for Questions and Clarifications	May 2, 2022 / 1:00 pm (PT)
Due Date for Response to Questions/Clarifications	On or around May 5, 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.
Short-List Interviews (if applicable)	N/A
Bid Security & Bonds	<input type="checkbox"/> Bid Security <input checked="" type="checkbox"/> Bonds
Labor Compliance	<input checked="" 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, May 26, 2022 at 2:00 pm (Pacific Time)** by the City of Stockton, California for PUBLIC WI-FI PILOT PROGRAM – PUR 22-009 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 PUBLIC WI-FI ACCESS to specific areas of the City. The City seeks to pilot a program that will provide free, outdoor accessible, Wi-Fi in gathering places in the downtown core, key neighborhood business districts, and high-traffic parks.

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

Proponents are hereby notified that the successful proponent and any subcontractor/subconsultant under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations (DIR). The successful Proponent shall be required to furnish a Labor and Material Bond and a Faithful Performance Bond, each in the sum of one hundred percent (100%) of the contract price. Said bonds shall be furnished by a company authorized to issue surety bonds in the State of California. On official forms furnished by City, said bonds shall be executed by the surety and contractor before or concurrently with the signing of the contract.

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 digital divide/internet connectivity by providing public Wi-Fi to allow social connectivity through existing community events. 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/pwbid>.

A mandatory pre-submittal meeting is scheduled for Thursday, April 28, 2022 at 8:00 am (PT). Interested proponents will travel to and survey all five pilot locations on this day. Attendees should plan for this pre-submittal meeting to last the whole day.

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 Monday, May 2, 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/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 well into the 21st century in exciting and dynamic ways.

The American Rescue Plan Act (ARPA), which became effective in 2021, provides funds to eligible state, local, territorial, and tribal governments. The goal of these funds is to help improve the communities impacted by the COVID-19 pandemic. The City of Stockton selected to receive funding, and the funds were allocated for projects to help improve Stockton communities.

The City seeks to pilot a program that will provide free, outdoor accessible, Wi-Fi in gathering places in the downtown core, key neighborhood business districts, and high traffic parks. The goal of this program is to enhance the economic environment and quality of life for Stockton residents. The Public Wi-Fi Pilot Program will help restore the liveliness and unity of Stockton.

2.0 SCOPE OF WORK

The City seeks an all-inclusive, turnkey, full-service public Wi-Fi program for five locations. This includes the equipment, installation, configuration, testing, and ongoing maintenance and support. Services are expected to include but are not limited to the following:

- A. The Wi-Fi service should be accessible only in the target areas, as much as feasible, and should not be enticing for nearby homes and businesses to use. The five locations are included in this public Wi-Fi program:
 1. Miracle Mile (Pacific Avenue between Harding Way and Alpine Avenue)
 2. Janet Leigh Plaza (near 222 N El Dorado Street)
 3. Weber Pointe (221 N Center Street)
 4. Yosemite Village (900 N Block of Yosemite Street)
 5. Victory Park (Bounded by Pershing Avenue, Picardy Drive, and Argonne Drive)

See Section 9.14 Exhibit 3 – Pilot Sites for a location overview

- B. Identify suitable locations to mount equipment.
- C. Provide a project plan and project schedule of the wireless system design plan to the City and obtain approval to move forward prior to installation.
- D. Any necessary site preparations shall be identified and reported to the City.
- E. Install all necessary equipment including access points, antennas, power supplies, and all appurtenances.
- F. Installation of equipment includes testing, ensuring quality compliance, adjusting, and all necessary work to activate service.
 - Construction and installation for all 5 sites should be completed by November 30, 2022.
- G. Conduct testing to ensure the desired locations are provided with sufficient coverage.
 - System testing and for all 5 sites should be completed by December 30, 2022.
- H. Provide all necessary equipment, firmware, software, upgrades, testing, and system support to maintain continuous Wi-Fi coverage at all sites throughout the life of the contract.

- I. Provide and administer the manufacturer’s warranty.
- J. Full go-live for all 5 sites shall be completed by January 23, 2023.
- K. Wi-fi service including full support for software and hardware shall be provided for the initial period of 24 months (Year 1 + Year 2). Year 1 begins on full go-live date for all 5 sites.
 - In the event the City is able to obtain funding for this project beyond the final contract period, the City reserves the right to negotiate pricing with the Contractor to extend the Contract for up to two (2) additional years, totaling five (5) years if executed in this manner.
- L. The configurations shall be separate from the City’s internal network at each location, and should consist of five standalone WLAN networks, each with their own dedicated Internet connections.
- M. Coordinate with the City’s Public Works Department and other Departments to mount equipment on City owned infrastructure.
- N. Secure any necessary permits as necessary.
- O. All work shall comply with the State of California and Federal regulations including but not limited to Federal Trade Commission (FTC), Federal Communication Commission (FCC), and California Public Utilities Commission (CPUC).
- P. Upon conclusion of the awarded Contract and any extensions, all installed equipment shall become property of the City.

See Section 10.1, Exhibit 0 – Technical Specifications for additional technical, performance, and functional specifications.

The City reserves the right to add locations as needed to the Contract, as mutually agreed by the parties, provided they are similar in scope and costs are in line with the original locations. Any added locations must be completed by the end of the original contract and exercised extensions.

3.0 PROJECT SCHEDULE OF EVENTS

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

SCHEDULED DATES	PROJECT EVENTS
April 19, 2022	Project notice advertised
April 28, 2022	Pre-Submittal Meeting – MANDATORY
May 2, 2022	Project questions/clarifications due
May 5, 2022	Response to questions/clarifications
May 5, 2022	Final Addenda published, if applicable
May 26, 2022	Proposal submittals due
May 27 - June 3, 2022	Proposal evaluation
June 6-17, 2022	Interviews conducted, if applicable
June 24, 2022	Selection committee recommendation
July 26, 2022	City Council award
August 5, 2022	Contract routing and approval
August 11, 2022	Project coordination meeting

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4.0 PROPOSAL CONTENT

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 1-2 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 this campaign.

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

4.9 PROPOSAL FEE

Under separate and sealed envelope, submit the Proponent's Fee Schedule found in Section 9.15, Exhibit 4 – Proponent's Fee Schedule.

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.**

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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

Professional Experience and Qualifications – Up to 10 points

Technical Solution – 50 points

Maintenance and Support – Up to 10 points

Item	Maximum Points Available
Technical Proposal	70
Professional Experience and Qualifications	10
Technical Solution	50
Maintenance and Support	10
Total	70

EVALUATION STEP 2 - Cost Scoring

Costs will be evaluated and scored.

Cost Proposal – Up to 30 points

The Cost Proposal is submitted separately from the Technical Proposal

Item	Maximum Points Available
Technical Proposal	70
Professional Experience and Qualifications	10
Technical Solution	50
Maintenance and Support	10
Cost Proposal	30
Total	100

EVALUATION STEP 3 - Determination of 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 - Oral Presentations

Oral Presentations – Up to 20 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	70
Professional Experience and Qualifications	10
Technical Solution	50
Maintenance and Support	10
Cost Proposal	30
Total	100
Oral Presentations (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 CITY RESPONSIBILITIES

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

City will coordinate installations on City’s facilities, such as buildings, street lights.

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 PRE-SUBMITTAL MEETING

A mandatory pre-submittal meeting will include guided surveys of the five sites represented in the scope of this RFP. During these surveys, Proponents should evaluate the sites to identify any attributes that could impact proposal pricing, prerequisite site preparations, and/or site conditions that may otherwise cause difficulties with the performance of the specified scope of work, to include but not limited to electrical power requirements; antenna and access point mounting locations; and cabling pathways.

The pre-submittal meeting will be held on 4/28/2022 at 8:00 am (PT). Attendees shall meet at this day and time at 221 N. Center Street, Stockton, CA 95202.

Questions during the site survey are permitted and will be answered at the time as feasible. However, no responses to questions are final or official until all questions and answers are posted in writing on an addendum to this RFP. Additional questions may be submitted after the meeting, provided they are submitted as instructed in Section 8.6 Addenda and Interpretation.

Guided site surveys will not be accommodated at any other time prior to the proposal submission deadline. However, proponents may choose to survey the sites on their own as needed.

7.4 TERM

The awarded Contractor will receive a contract for a period of 2 years. The City reserves the right to renew the contract for 1 year upon the mutual agreement of the parties.

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/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 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 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.

7.7 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.

7.8 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.

7.9 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.

7.11.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 Clerk's Office 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.

7.11.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 prior to the due day. 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/pwbid. 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 May 2, 2022 at 1:00 pm (PT). Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/pwbid on or around May 5, 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, 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 a PUBLIC WI-FI ACCESS 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

PUBLIC WI-FI PILOT PROGRAM	
PUR-22-009	
SUBMITTAL DUE: THURSDAY, MAY 26, 2022 AT 2:00 PM (PT)	
RFP Submittal Mailing, Delivery Address and Electronic Mail	City Clerk's Office 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@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. 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 (won't 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 9.15, Exhibit 4)

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/pwbid.
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

10.1 Exhibit 0 – Technical Specifications

The Technical Proposal submitted should address the technical specifications in this section.

All specifications apply to all site locations noted in this RFP.

Technical Specifications

1. Provide all necessary equipment, firmware, software, upgrades, testing, and system support to maintain continuous Wi-Fi coverage at all sites throughout the life of the contract.
2. List the quantity, make, and model of equipment proposed, and discuss what equipment would be located at each site.
3. Provide the technical specifications for the proposed equipment, including physical dimensions and power requirements.
4. Provide the network configurations and wireless heat maps.
5. Discuss how the Contractor plans to test and prove the specifications listed in the technical proposal upon system implementation.
6. Describe network management system capabilities, configurations, and how these will be used to provide reliable service and support.
7. Include a timeline defining key milestones, resources, and estimated time requirements. The awarded contractor shall be expected to adhere to the proposed timeline, which shall be mutually agreed upon, finalized, and stipulated as terms within an awarded contract.
8. The Contractor shall provide ongoing maintenance and technical support for the installed WLAN systems. This shall include ongoing, real-time status monitoring of the WLAN equipment, as well as remote or onsite technical support, as required to keep the systems fully operational with continuous Wi-Fi coverage at the sites. System monitoring shall encompass hardware failures detected by the WLAN management system, including for all managed wireless access points, as well as basic operational status of the Internet connection (i.e., via periodic ping tests to, or heartbeat signals from, the WLAN management system).
9. The Contractor shall alert City staff in the event of a detected outage and shall begin diagnostics within 2 hours.
 - a. The City prefers the outages last no more than 4 hours. We want to know how you resolve outages (and other issues) and how quickly you bring systems back online.
10. The Contractor is responsible for replacing and installing damaged equipment at no extra cost to the City.
11. The Contractor shall provide the City with a Service Level Agreement (SLA) when they are addressing issues.
12. The wireless access points should have a RJ-45 Gigabit Ethernet port that supports IEEE 802.3af power over Ethernet.
13. Speeds: 100Mb minimum download speed and 25Mb minimum upload speed at each access point.
14. The wireless system should prompt users to accept a City of Stockton terms and conditions splash page prior to using the Wi-Fi network.
15. The City should have the ability to restrict internet access for certain periods of time as required by the City.
16. Open to Smart City applications.

Other

1. The City has the right to inspect and test all services, equipment, and materials during the term of the contract. The City shall perform inspections and tests in a manner that will not excessively delay the work. If any of the services, equipment, or materials do not conform to contract specifications, the City may require the Contractor to perform the service again or provide a replacement product/service in conformity with contract specifications, at no increase in contract amount.
2. The Contractor is responsible for the timely replacement of damaged equipment. Damaged equipment should be replaced and installed within 5 business days to maintain full working order of the system.
3. City staff or its authorized representatives reserve the right to inspect the installed and operational Wi-Fi system to ensure that the network meets the technical specifications stated in this Proposal.
4. Testing will include successful login as a public user; obtaining access to the Internet; Wi-Fi coverage testing; and speed testing.

10.2 Exhibit 1 – 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 IT Vendor 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

9.13 Exhibit 2 – 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

9.14 Exhibit 3 – Pilot Sites



- 1 VICTORY PARK
- 2 YOSEMITE VILLAGE
- 3 MIRACLE MILE
- 4 WEBER POINT
- 5 JANET LEIGH PLAZA

CITY OF STOCKTON PUBLIC WI-FI PILOT PROJECT	
SCALE: N.T.S.	02/08/22

