



CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET STREET AND WEBER AVE
THE CITY OF STOCKTON, CALIFORNIA
(PUR 16-002)**

**A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON
THURSDAY, MAY 26, 2016, 2 P.M. PROMPTLY,
AT 22 E. MARKET ST., FRONT OF BUILDING**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, JUNE 16, 2016,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**

**REQUEST FOR PROPOSALS (RFP)
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CITY OF STOCKTON, CA
(PUR 16-002)**

TABLE OF CONTENTS

NOTICE INVITING PROPOSALS	1
PROPONENT'S CHECKLIST	2
1.0 GENERAL INFORMATION	3
1.1 REQUEST FOR ARCHITECTURAL AND ENGINEERING SERVICES	3
1.2 INVITATION TO SUBMIT A PROPOSAL	3
1.3 LOCAL BUSINESS PREFERENCE	3
1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL	4
1.5 ACCEPTANCE OR REJECTION OF PROPOSAL	4
1.6 RIGHT TO CHANGE OR AMEND REQUEST	4
1.7 CANCELLATION	5
1.8 EXAMINATION OF PROPOSAL MATERIALS	5
1.9 ADDENDA AND INTERPRETATION	5
1.10 DISQUALIFICATION	6
1.11 INFORMAL PROPOSAL REJECTED	6
1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED	7
1.13 LICENSING REQUIREMENTS	7
1.14 INSURANCE REQUIREMENTS	7
1.15 HOLD HARMLESS DEFENSE CLAUSE	8
1.16 APPLICABLE LAW	9
1.17 METHOD OF PAYMENT	9
1.18 NOTICE TO OUT-OF-STATE VENDOR	9
1.19 TERM	9
1.20 COMPETITIVE PRICING	9
1.21 FUNDING	10
1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE	10
1.23 AUDITING OF CHARGES AND SERVICES	10
1.24 CHANGES	10
1.25 AWARD	10
1.26 PRODUCT OWNERSHIP	10
1.27 CONFIDENTIALITY	11
1.28 OTHER GOVERNMENTAL AGENCIES	11
1.29 MANDATORY PRE-PROPOSAL CONFERENCE	11

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

1.30	PREVAILING WAGES & REGISTRATION REQUIREMENTS.....	11
2.0	SPECIFICATIONS/BACKGROUND	13
3.0	PROPOSAL GUIDELINES, CONTENT AND FORMAT.....	15
3.1	EVALUATION PROCEDURE AND CRITERIA	17
3.2	PROPOSED DEVELOPMENT COSTS	18
3.3	PROPONENT CONTACT	18
3.4	CITY’S USE OF PROPOSAL MATERIAL.....	18
3.5	REJECTION OF PROPOSAL.....	19
	PROPOSAL DOCUMENTS	20
	PROPONENT’S AGREEMENT	21
	NON-COLLUSION AFFIDAVIT	22
	EXHIBIT ‘A’ – INSURANCE REQUIREMENTS	23

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for Architectural and Engineering Services for facilities located at 22 E. Market Street and 1st and 3rd Floor of 22 E. Weber Avenue, in strict accordance with the specifications.

The City requests responses from qualifying consulting firms to provide architectural, engineering, and other specialized services for preparation of tenant improvement design plans and specifications for the purposes of submission of project for public bid for the facility at 22 E. Market Street and 1st and 3rd Floor of 22 E. Weber Avenue, Stockton, California. The qualifying consultant will also assist in the preparation of bid packages that will be sent to qualified contractors.

A mandatory pre-proposal conference will be held on MAY 26, 2016, 2:00 p.m. promptly, at 22 E. Market Street, Stockton, CA 95202.

Proposal forms and specifications are available on the City's website at www.stockton.gov/bidflash and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, **Thursday, June 16, 2016, at 2:00 p.m.**

The City reserves the right to reject any and/or all proposals received.

Information on Technical Data

Florence Low, City Manager's Office

(209) 937-8279

e-mail: Florence.Low@stocktonca.gov

Information on Bid Process/Clarification

Concepcion Gayotin, Purchasing Division

(209) 937-8712

e-mail: Concepcion.Gayotin@stocktonca.gov

DISCLAIMER: The City does not assume any liability of responsibility for errors/omissions in any document transmitted electronically.

Dated: May 21, 2016

BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

**REQUEST FOR PROPOSALS (RFP)
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CITY OF STOCKTON, CA
(PUR 16-002)**

**PROPONENT'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION**

Did You:

- * ___ Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 20 to 22 AND PLACE IN THE FRONT OF YOUR PROPOSAL):
 - * ___ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * ___ Complete and sign the "Proponent's Fee Schedule" form, (under separate cover).
 - * ___ Sign a "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatory.**
 - * ___ Include your proposal, as outlined in these specifications.
 - * ___ Include your firm's DIR (Dept of Industrial Relations) registration.
 - * ___ Submit one (1) ORIGINAL and five (5) COPIES of all proposal documents (unbound, no staples). Additionally, submit one (1) CD with an electronic version of the proposal.

- * ___ Review all clarifications/questions/answers on the City's website at www.stocktongov.com/bidflash .

- * ___ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **JUNE 16, 2016, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal (in the same format below). 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.
 - A) RFP – TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES**
 - B) (PUR 16-002)**
 - C) JUNE 16, 2016**

CONTACT INFORMATION:

Information on Technical Data	Information on Bid Process/Clarification
Florence Low City Manager's Office (209) 937-8279 e-mail: Florence.Low@stocktonca.gov	Concepcion Gayotin, Purchasing Agent (209) 937-8712 e-mail: Concepcion.Gayotin@stocktonca.gov

*If not completed as required, your proposal may be rejected.

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ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

1.0 GENERAL INFORMATION

1.1 REQUEST FOR ARCHITECTURAL AND ENGINEERING SERVICES

The purpose of this request for proposal is to request bidders to present their qualifications and capabilities to provide Architectural and Engineering Services for the purpose of relocating, repurpose and maximize space capacity at 22 E. Market Street and the 1st and 3rd floor of 22 E. Weber Avenue for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, JUNE 16, 2016, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and Five (5) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "**ARCHITECTURAL AND ENGINEERING SERVICES**" for the City of Stockton (PUR 16-002)." Additionally, submit one (1) CD with an electronic version of the bid documents. Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

1.3 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](#),

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

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)

1.4 CONSEQUENCE OF SUBMISSION OF PROPOSAL

- 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.

1.5 ACCEPTANCE OR REJECTION OF PROPOSAL

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(s) whose proposal(s) is/are 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 Request 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(s) as a result of this Request.

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 Request.

1.6 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

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 @ www.stocktongov.com/bidflash . 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.

1.7 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.

1.8 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 Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. 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 Request 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.

1.9 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/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: FLORENCE LOW
CITY MANAGER'S OFFICE
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Florence.Low@stocktonca.gov

CITY OF STOCKTON
ATTN: CONCEPCION GAYOTIN
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Concepcion.Gayotin@stocktonca.gov

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

Such request for clarifications/questions/answers shall be delivered to the City by June 2, 2016. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktongov.com/bidflash by June 9, 2016, and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.10 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/bid 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.

1.11 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request 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.

REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)

1.12 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. 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.

1.13 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required 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.

1.14 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 A.

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*

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

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.

1.15 HOLD HARMLESS DEFENSE CLAUSE

With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify and hold harmless City, its Mayor, Council, officials, and employees from and against any and all claims and causes of action which result in liabilities, judgments, awards, losses, damages, expenses, and costs (including reasonable attorneys' fees, expert and consultant fees, and other expenses of litigation) including, but not limited to, death or injury to persons, or damage to property, which arise out of any violation of federal, state, or municipal law or ordinance, to the extent damages are caused by the Consultant's negligent services provided under this Agreement, or are in any way caused by the negligent performance of work by the Consultant or Consultant's officers, agents, employees, or sub-consultants. Consultant shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Consultant to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Consultant under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Consultant shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, and employees from and against claims, losses, expenses, and costs including, but not limited to, reasonable attorneys' fees, arising out of any claim brought against the City by an employee of Consultant, regardless of whether such claim may be covered by any applicable workers compensation insurance. Consultant's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability acts, or other employee benefit acts.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

1.16 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.

1.17 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.

1.18 NOTICE TO OUT-OF-STATE VENDOR

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 vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California 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 Purchasing Division at (209) 937-8357.

1.19 TERM

To be negotiated.

1.20 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.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

1.21 FUNDING

Any contract which results from this Request 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.

1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

1.23 AUDITING OF 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.

1.24 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.

1.25 AWARD

Upon conclusion of the Request process, a contract may be awarded for Architectural and Engineering Services for two City facilities on Market Street and Weber Avenue for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are 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.

1.26 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

1.27 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.**

1.28 OTHER GOVERNMENTAL 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.

1.29 MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be held on MAY 26, 2016, 2:00 p.m. promptly, at 22 E. Market Street, Stockton, CA 95202. Interested proponents arriving at 2:01 p.m. or later will not be admitted. Failure to attend will result in your proposal being rejected.

1.30 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

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,

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

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 Proponents shall include with their Proposal 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.

1.31 PROPONENT'S SAFETY RESPONSIBILITY

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

2.0 SPECIFICATIONS/BACKGROUND

The City facility at 22 E. Market Street was constructed in 1970. Since its construction, there has been minimum improvements made to the building. With the passage of Measure A, the Department personnel will be expanding its operations. The other location of the Department is at 22 E. Weber Ave. With the expansion of operations, it has become necessary to review the layout of the existing office spaces to maximize the usage of these spaces.

The majority of the departmental services is located at 22 E. Market Street. In the near future, several divisions will be relocating to 22 E. Weber Ave. As relocation occurs, the vacated offices/floor spaces will need to be revisited to ensure that the reuse of the space is appropriate and efficient.

Prior to staff relocating into the 22 E. Weber Ave, the office space may need to be revisited to ensure maximum and efficient use for Stockton Police Department.

2.1 SCOPE OF WORK

In general, the City of Stockton is seeking architectural, engineering and technological design services to maximize space capacity to relocate, redesign and repurpose the offices of the Department at their main facility at 22 E. Market Street and 2 floors of 22 E. Weber Ave.

2.2 PROPOSAL REQUIREMENTS

Proposals shall include a minimum of the following information:

1. The legal name of the person or firm submitting the Proposal. The Proposal must be signed by a person authorized to sign on behalf of the proponent. If the Proponent is a corporation then the full name of the corporation should be included together with the names of authorized signatories. If the Proponent is a partnership or joint venture, the name of each partner or joint venture must be included and the proposal must be signed by an authorized signatory of each party named in the proposal.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

2. An Executive Summary of the individual firm's relevant work and experience. A written description of similar projects undertaken by the firm.
3. A description of the proposed staff team that will be assigned to the project and the role of each staff member. On site staff may be required to have fingerprinting and background check prior to working on site.
4. A summary of all work tasks and professional services to be provided by the Proponent. Deliverable should include delivery of a full set of floor plans and designs detailing the relocation, redesign and repurpose of office space.
5. Fee Proposal. This portion of the proposal must include a "not-to-exceed" price quotation, along with current fee schedules and other costs. The fee proposal should include a schedule for delivery of a full set of drawings and building plans in a bid package ready for distribution to potential bidders and for submittal to the City Building Division for permitting purposes.
6. Compliance with insurance requirements.
7. Conflict of Interest Statement.
8. A mandatory job walk will be held on May 26, 2016, 2:00 p.m. promptly, in front of 22 E. Market Street, Stockton, CA. Interested proponents arriving at 2:01 p.m. or later will not be admitted. Failure to attend will result in your bid being rejected. Note that parties in attendance will be required to sign a Confidentiality Agreement.

The City reserves the right to reject any and/or all proposals received.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall also include the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and FIVE (5) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

3.0.1 Cover Letter

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

3.0.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability is required. Please include relevant public safety planning experience your company has and specific role of your company in the project.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

3.0.3 Management/Method of Operation

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

3.0.4 References

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

3.0.5 Financial Statement

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's 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 who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.0.6 Corporate Structure, Organization

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

3.0.7 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

3.0.8 The proposal must be submitted, typewritten on 8½” X 11” white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an “Additional Data” section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and
Supplementary graphic material

3.0.10 All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

3.0.11 When proposals 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 proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide Architectural and Engineering Services for Two City facilities on Market Street and Weber Avenue. A key component for the successful firm will be the ability to meet the City’s performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

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

1. Proponent's ability to provide all services as outlined in the Scope of Services;
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 Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

PROPOSAL DOCUMENTS

- A) RFP – ARCHITECTURAL AND ENGINEERING SERVICES
- B) PUR 16-002
- C) June 16, 2016

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

**REQUEST FOR PROPOSALS (RFP)
FOR ARCHITECTURAL AND ENGINEERING SERVICES
ON TWO CITY FACILITIES AT MARKET ST AND WEBER AVE
CITY OF STOCKTON, CA
(PUR 16-002)**

PROPONENT'S AGREEMENT

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 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.stocktongov.com/bidlfash .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton 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

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

**NON-COLLUSION AFFIDAVIT
FOR INDIVIDUAL PROPONENT**

No. 1
STATE OF CALIFORNIA, _____)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 CALIFORNIA, _____)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 _____

No. 3 **AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**
STATE OF CALIFORNIA, _____)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 _____

Signature _____

EXHIBIT 'A' – INSURANCE REQUIREMENTS

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be endorsed as **primary** insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.