REQUEST FOR PROPOSALS (RFP) PUR 21-034
DWTP GROUNDWATER RECHARGE IMPROVEMENTS PROJECT
GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARACTERIZATION REPORT

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, MARCH 10, 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)
DWTP GROUNDWATER RECHARGE IMPROVEMENTS PROJECT
GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARACTERIZATION REPORT

*Dates and Times are Subject to Change*

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| **RFP Submittal Mailing, Delivery Address and Electronic Mail** | Office of the City Clerk  
425 North El Dorado Street, First Floor  
Stockton, CA, 95202-1997  
city.clerk@stocktonca.gov (if applicable) |
| **Due Date for Questions and Clarifications** | January 20, 2022; no later than 4:00 pm PST |
| **Due Date for Response to Questions/Clarifications** | February 17, 2022; no later than 5:00 pm PST |
| **RFP Submittal Due Date & Time** | March 10, 2022; no later than 2:00 pm PST |
| **Short-List Interviews (if applicable)** | N/A |
| **Bid Security & Bonds** | □ Bid Security  □ Bonds |
| **Labor Compliance**     | X  DIR Registration  □ Contractor’s License |
| **Special License**      | ☒  Civil Engineer in the State of CA |
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than Thursday, March 10, 2022, at 2:00 pm (local time) by the City of Stockton, California for DWTP Groundwater Recharge Improvements Project, Geotechnical Investigation and Hydrogeologic Characterization Report – PUR 21-034 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from Engineering firms or individuals, herein after referred to as “Proponent” to provide feasibility, planning and preliminary design services related to developing a feasibility study and preliminary design report for the Delta Water Treatment Plant Groundwater Recharge Basin Improvements Project. Stockton is in San Joaquin County approximately 45 miles south of Sacramento and has a population of approximately 317,000. The Delta Water Supply Treatment Plant is located along Lower Sacramento Road north of 8-Mile Road between the City of Stockton and the City of Lodi. The geotechnical investigations are to establish the subsurface soil characteristics that have the likelihood of supporting a successful groundwater recharge project. The next step, (in a follow up project), upon confirming this site is suitable for groundwater recharge, is to develop the feasibility, hydrologic analysis, environmental review and engineering design of construction-ready plans and specifications for the proposed DWTP Groundwater Recharge Improvements Project (GRIP).

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be mailed or delivered to the address below at or before the hour stated. Each Proponent must be licensed in accordance with applicable California State Law. Proposers are hereby notified that if applicable the successful proposer and any subconsultant under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations.

Proposal forms and specifications are available on the City’s website at www.stocktonca.gov/DEPTBIDFLASH. Sealed proposals must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202 unless electronic mail delivery to city.clerk@stocktonca.gov is applicable. Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud.

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

For questions about this project, please contact Susan Garcia at stocktonbids@stocktonca.gov or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON
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1. BACKGROUND/SUMMARY

The City of Stockton (the “City”) was incorporated on July 25, 1850, under the general laws of the State of California. Under the charter adopted in 1923, the City operates under a Council-Manager and appointed City Manager form of government. The Municipal Utilities Department (MUD) provides potable water service to City customers and wastewater collection/treatment and stormwater collection and disposal services to the greater Stockton Metropolitan Area.

In 2012, the MUD commissioned the Delta Water Supply Project (DWSP) to provide a supplemental surface water supply to its customers. The project included a river diversion and pumping station, 12 miles of 54-inch raw water pipeline, a 30 million gallon per day water treatment plant and six miles of finished water pipelines. This project, located on approximately 60 acres of a larger 130-acre parcel on Lower Sacramento Road, was designed, in part, to protect the groundwater basin through conjunctive management to improve the City’s water supply reliability portfolio.

Water Treatment Plant Site - The original Draft Environmental Impact Report (DEIR, 2005) programmaticallly evaluated the concept of an Aquifer Storage and Recovery (ASR) project as a part of a long-term water resource planning effort for the City. During the design phase of the DWSP Staged Design-Build contract effort, MUD commissioned the Design-Build team to conduct a preliminary groundwater recharge feasibility study of the approximate 70-acre site adjacent to the Delta Water Treatment Plant (DWTP). This study concluded that with available water from the Woodbridge Irrigation District (WID) and possibly City of Lodi stormwater flows, a direct groundwater recharge and recovery project was feasible and recommended additional engineering feasibility and design studies to confirm water availability, recharge infiltration rates and storage capabilities (Figure 1). That draft study, completed in 2009, is now the focus of further evaluation beginning with this geotechnical and hydrogeologic effort to inform a future project phase of implementing a groundwater recharge and recovery project.

Water Supply - The City is considering the completion of an Underground Storage Supplement through the State Water Board for Water Right Permit 21176. Pipeline infrastructure and turnouts will be needed to convey Delta water, under Permit 21176, from the incoming Intake Pump Station 54-inch raw water line to the proposed recharge basin location at the DWTP (Figure 1). If the proposed scope of work confirms the potential for the recharge project, the filing of the Supplement will be part of another effort and is not included within the current scope of work.

In 2019, WID extended the 48-inch Pixley Lateral pipeline west along the northern DWTP property boundary to convey water to the DWTP takeout facility, which provided additional capacity for WID surface water deliveries. Included in this pipeline project were three 12-inch turnouts installed to deliver water supplies from WID and possibly City of Lodi stormwater to the proposed DWTP groundwater recharge basins.
The City has collaborated with Woodbridge Irrigation District, under a Groundwater Basins Agreement (2017), on other groundwater recharge projects located near the proposed DWTP site including the Cannery Park Northwest and Northeast sites (15 acres) and the City’s La Morada Stormwater Detention Basin #2 (DB2) site (15 acres). Previous technical studies conducted by the USGS and published in 2014 provided evidence that water supplied for recharge through the WID canal to the DB2 site had a positive effect on groundwater elevation. Tracer studies indicated the basin was hydraulically connected to local municipal groundwater wells.

At the Northeast and Northwest sites recent data show the groundwater elevation has risen by approximately 14-feet (Figure 2).
PROCUREMENT OVERVIEW

As a first step in the process to develop a groundwater recharge and recovery operation adjacent to the Delta Water Treatment Plant, the City of Stockton is soliciting proposals from qualified civil engineering or geotechnical engineering firms (Consultants) to provide professional services to conduct a geotechnical investigation and hydrogeologic characterization of a portion of the DWTP site for direct groundwater recharge and recovery potential. Specifically, the purpose of this effort is to conduct a subsurface investigation at the DWTP site to determine soil profile characteristics for suitability of infiltrating surface-applied water for direct recharge; subsurface lithology, groundwater levels, potential storage volume (volume of water that can be recharged and recovered while avoiding local impacts), specific yield, hydraulic conductivity, and water quality. Data acquired and conclusions from this work effort will be used to confirm the feasibility of a direct DWTP site recharge project. Engineering design, environmental review, water rights and project funding will be the focus of a future project phase provided the results of this work confirm the suitability of this site for groundwater recharge and recovery. Generally, the schedule for project implementation is as follows:

- Geotechnical Investigation and Hydrogeologic Characterization
2. **SCOPE OF WORK**

The Consultant’s services shall include the following tasks:

**Task 1: **Project Management

The Consultant shall provide comprehensive project management services to include budget and schedule maintenance, resource allocation, communication management and quality assurance and quality control of project deliverables.

**Review of Eastern San Joaquin County Groundwater Subbasin Data**

Consultant shall establish a regional geotechnical setting for the DWTP groundwater recharge and recovery site by reviewing and referencing publicly sourced geotechnical information including existing well and groundwater monitoring locations, groundwater elevations, groundwater flow direction and groundwater quality data to be used to plan the geotechnical and hydrogeologic approach and site groundwater recharge and recovery evaluation. Existing information can be found through the following non-exhaustive list of associated resources:

- Eastern San Joaquin County Groundwater Authority Groundwater Sustainability Plan (2019)
- Department of Water Resources California Statewide Groundwater Elevation Monitoring (CASGEM) Program
- DWR’s Water Data Library
- USGS Groundwater Ambient and Monitoring and Assessment (GAMA) Program
- Eastern San Joaquin Data Management System

It will be important to know how a groundwater recharge and recovery operation will affect local groundwater extraction wells in the vicinity of the DWTP site. Local groundwater well locations and depths (if available) in the proximity of the DWTP site should be documented and considered in the hydrogeologic characterization task for potential impacts from a groundwater recharge and recovery project.

**Task 2: GIS-based Survey, Utilities Evaluation and Site Assessments**

1. **Topographic Survey**

Provide all field survey work necessary to support the subsurface investigation effort. Survey and base mapping of the project site shall be prepared in US Customary
English units by a California licensed Land Surveyor in accordance with the City guidelines in Geographical Information System (GIS) format.

- **Utilities Research**
  Coordinate the proposed geotechnical work with existing field conditions and utilities.

- **Site Assessments**
  Research property history for any prior site assessments to determine any prior site uses that may impact the geotechnical work or site suitability.

**Deliverable:** Provide a site survey in GIS format. Site assessment(s) and agrichemical impact assessment information will be provided in pdf format.

**Task 3: Preliminary Geotechnical Investigation Approach and Planning Activities**

Consultant shall provide a draft work plan and schedule demonstrating the approach to the geotechnical investigation that will document subsurface soil conditions over the site.

The preliminary geotechnical investigation approach and planning activities must provide adequate detail regarding the suitability of the soil matrix to support the hydrogeologic characterization effort and ultimately inform the potential of this site to support a groundwater recharge and recovery operation. This activity shall define the number and location of soil borings to provide a high level of detail necessary to characterize the soil conditions, groundwater levels, and other geotechnical information deemed necessary. The plan may include recommended boring depths, soil, and groundwater analysis to be conducted, screening depths, monitoring well completions, etc.

**Deliverable:** Submit a draft Work Plan for City review and comment.

**Task 4: Final Geotechnical Plan**

Upon review and approval of City staff, Consultant shall finalize the geotechnical investigation plan and schedule to project completion.

**Deliverable:** Submit a Final Geotechnical Plan & Schedule

**Task 5: Permits**

Consultant is responsible for acquiring the necessary regulatory approvals and required permits. Submit applications and pay associated fees in advance of the geotechnical investigation.

**Task 6: Geotechnical Investigation**
1. Conduct exploratory test borings in accordance with the Final Geotechnical Plan.
2. Maintain a boring log of the soils encountered for visual examination, classification, and laboratory testing.
3. Conduct field penetration tests to evaluate relative density, strength, compression, and percolation characteristics of the native soils.
4. Submit soil and groundwater samples to a certified laboratory for testing to confirm the following characteristics:
   a. Density
   b. Gradation
   c. Strength
   d. Compression
   e. Corrosion Characteristics
   f. TDS
   g. Nitrates
   h. TOC (THM potential)
   i. Other recommended analyses not listed here

Task 7: Hydrogeologic Characterization

The purpose of the hydrogeologic characterization is to assess the ability of the site to accept, store and recover stored surface water. This characterization shall include the following:

3. Expected percolation rate
4. Specific yield estimate
5. Hydraulic conductivity
6. Available storage estimate
7. Recovery well production rates (location and number of recovery wells)
8. Existing groundwater quality
9. Groundwater flow direction

Deliverable: Technical Memorandum Summarizing the Hydrogeological Characterization effort and recommendations for groundwater recharge and recovery potential.

3. SCHEDULE OF EVENTS
The dates indicated in Section titled RFP Information on page i are the anticipated milestones for this project. All dates subject to change.

4. SUBMITTAL REQUIREMENTS
4.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT
The City of Stockton uses a qualifications-based selection process in obtaining these services. For the City to properly evaluate the Proponents’ qualification to perform this work, the proposals shall include, as a minimum, the following information:
A. Evidence of the Proponent’s ability to be responsive to this project regarding 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 seven (7) copies of your proposal/qualifications. Additionally, submit one (1) USB with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.

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

F. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the Proposal 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.

G. 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.

H. 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.

I. If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal 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.

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

4.2 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.

In no more three (3) pages, the Cover Letter and Executive Summary shall include:

A. The names of the key members of the consultant team;

B. The mailing address, telephone number, and the name of the main point of contact for the consultant team;

C. A summary of the consultant’s Civil Engineering experience and qualifications related to providing feasibility, planning and preliminary design services and the significant advantages to selecting the consultant;

D. An acknowledgement of receiving any addendum(s) to the RFP document.
4.3 REFERENCES
Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant team worked on together:

A. Name of the Project/Study
B. Location of the Project
C. Name, title, and contact information for the client.
D. Project Budget
E. Date of Completion of the Project

4.4 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.

4.5 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.

4.6 PROPOSAL FEE
Submit the proposal fee under sealed, separate envelope. Do not include with the technical proposal response. Provide detailed basic fee structure and break-down of any other charges related to your firm’s proposal as specified. Finalist’s fee structure may be subject to negotiation.

5. SELECTION CRITERIA & EVALUATION
The City is interested in selecting a qualified firm with the ability to provide DWTP Groundwater Recharge Basin Improvements Project. A key component for the successful firm will be the ability to meet the performance desires of the City 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 highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks. Proposals shall be evaluated according to; demonstrated understanding of tasks required, technical approach to specified operations, qualifications of staff, experience of company, demonstrated knowledge of best practices for identified scope, financial business strength and fee schedule proposal. Proper format and demonstrated experience will merit consideration.

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

2. Proponent’s approach and schedule to provide all services as outlined in the Scope of Services and related documents;
3. Related experience with similar projects, company background and personnel qualifications;
4. Proponent’s Fee Schedule - completed and signed under separate, sealed cover;
5. Proponent’s Covenant;
6. Non-Collusion Affidavit;
7. References;
8. Financials Review;
9. Interview/Presentation, if applicable; and
10. Any other criteria as best suits the City of Stockton.

6. CITY REQUIREMENTS

6.1 CITY RESPONSIBILITIES
City will provide access to the site, all readily available plans, maps, specifications, documentation, and data necessary for completing the above tasks.

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

6.2 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)

6.3 **MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING**
N/A.

6.4 **TERM**
The Term of the awarded contract shall be for five (5) years.

6.5 **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.

6.6 **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 B.

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

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

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

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

6.7 **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.
6.8 **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.

6.9 **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.

6.10 **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.

6.11 **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.

6.11.1 All protests must be in writing and stated as a formal protest.
6.11.2 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.
6.11.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
6.11.4 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.

6.11.5 Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award.

6.11.6 Deliveries of the protest by hand, mail, email or fax are acceptable.

6.11.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines.

6.11.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

6.11.B Protest Review

6.11.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.

6.11.2 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.

6.11.3 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.

6.11.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.

6.11.5 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.

6.11.6 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).

6.11.7 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.

7.0 GENERAL REQUIREMENTS, TERMS & CONDITIONS

7.1 CONSEQUENCE OF PROPOSAL SUBMISSION
A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
B. Acceptance by the City of a proposal obligates the Proponent to enter into an agreement with the City.
C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.
D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

7.2 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.

7.3 RIGHT TO CHANGE OR AMEND REQUEST
The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Proponent of any material changes by posting on the City's website. No one is
authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make
any representation or interpretation in conflict with its provisions. If necessary, supplementary
information and/or clarifications/questions/answers will be posted on the City's website at
www.stocktonca.gov/adminbid. Failure of any Proponent to not have received such information
and/or clarifications/questions/answers shall not relieve such Proponent from any obligation
under his/her proposal as submitted.

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

7.4  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.

7.5  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.

7.6  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: Susan Garcia
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered in accordance with the
section titled RFP Information, page i. Any City response to a request for
clarifications/questions/answers will be posted on the City’s website at
www.stocktonca.gov/adminbid as indicated in the section titled RFP Information on page i, and
will become a part of the RFP. The Proponent should await responses to inquiries prior to
submitting a proposal.
7.7 **DISQUALIFICATION**

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

b. Evidence of collusion among Proponents;

c. Any attempt to improperly influence any member of the evaluation panel;

d. 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.

e. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

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

g. 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.

7.8 **CONDITIONS IF WORK IS SUBCONTRACTED**

The Proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

If Proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

7.9 **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.

7.10 **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.
7.11 **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.

7.12 **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.

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

7.14 **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.

7.15 **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.

7.16 **AWARD**
Upon conclusion of the RFP process, a contract may be awarded for a DWTP Groundwater Recharge Basin Improvements Project 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.
## 8.0 PROPOSAL DOCUMENTS

| DWTP GROUNDWATER RECHARGE IMPROVEMENT PROJECT  
| GEOTECHNICAL INVESTIGATION AND HYDROGEOLOGIC CHARACTERIZATION REPORT  
| PUR 21-034  
| SUBMITTAL DUE: THURSDAY, MARCH 10, 2022, AT 2:00 PM  
| **RFP Submittal**  
| **Mailing, Delivery Address and Electronic Mail**  
| Office of the City Clerk  
| 425 North El Dorado Street, First Floor  
| Stockton, CA, 95202-1997  
| city.clerk@stocktonca.gov (if applicable)  

| **Proponent Business Name**  
| **Proponent Contact Name**  
| **Proponent Address**  
| **Proponent Phone Number**  
| **Proponent Email Address**  
| **Department of Industrial Relations ID Number (if applicable)**
ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

THIS CHECKLIST IS FOR PROVIDED FOR YOUR CONVENIENCE ONLY. IT IS NOT REQUIRED TO BE SUBMITTED WITH PROPOENT PROPOSAL.

✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 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 a "Proponent’s Fee Schedule" form, (under separate cover).

✓ Sign the "Proponent’s Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.

✓ Include your proposal, as outlined in these specifications.

✓ Submit one (1) ORIGINAL (unbound, no staples) and SEVEN (7) COPIES of all proposal documents. Additionally, submit one (1) USB with an electronic version of the proposal or electronically to city.clerk@stocktonca.gov.

✓ Review all clarifications/questions/answers on the City’s website at www.stocktonca.gov/adminbid and sign and submit all addendums with your proposal response.

✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to city.clerk@stocktonca.gov.

✓ Include your Proponent's security, Proponents bond, certified or cashier's check. The City will NOT accept company or personal checks for proposal security. (IF APPLICABLE)

✓ Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with Proponent’s security. Please DO NOT seal your security, Proponent’s bond, certified or cashier’s check in this envelope. It is for returning the security to the Proponent AFTER project award. (IF APPLICABLE)
ATTACHMENT B- PROPOSENT’S COVENANT

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

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.
4. They have reviewed all clarifications/questions/answers on the City’s website at www.stocktonca.gov/adminbid.
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

______________________________
FIRM

______________________________
ADDRESS

______________________________
SIGNED BY & DATE

______________________________
TITLE OR AGENCY

______________________________
PHONE/FAX NUMBER

______________________________
EMAIL
ATTACHMENT C - NON-COLLUSION AFFIDAVIT

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 _________________________

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 _________________________
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 members 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 ____

8-5
9.0 PROPOSAL EXHIBITS

9.1 Appendix 1 – Draft Memo 2009-03-24 Groundwater Recharge Evaluation
9.2 Appendix 2 – DWTP – WID Approved Plan Sheets 4-6 OC1-0c4 102518
9.3 Appendix 3 – 1 La Morada Detention Basin Sampling and Analysis Plan 2008
9.4 Appendix 3-2 – City of Stockton 10-11 Annual Report Excerpt La Morada Basin
9.5 Appendix 3-3 Oleary movement recharge water
9.6 HR Directive
9.7 Fully Executed CWTA

9.8 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 Engineering/Geotechnical services.

Visit the following website to review the appropriate insurance requirements for this solicitation:


  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

9.9 **Exhibit 2 – Sample Contract**

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