

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 24-024 2025 – 2029 CONSOLIDATED PLAN

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM,
THURSDAY, APRIL 4, 2024, IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR,
CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

REQUEST FOR PROPOSALS (RFP)
2025 – 2029 CONSOLIDATED PLAN

Dates and Times are Subject to Change

RFP INFORMATION	
PUR-24-024	
Contact	Victoria Cortinas, NIGP-CPP, CPPO, CPPB, C.P.M.
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	There is no Pre-Submittal Meeting
RFP Submittal Electronic Mail	city.clerk@stocktonca.gov
Due Date for Questions and Clarifications	Wednesday, March 13, 2024
Due Date for Response to Questions/Clarifications	Tuesday, March 26, 2024
RFP Submittal Due Date & Time	Thursday, April 4, 2024 at 2:00 pm California Time
Short-List Interviews (if applicable)	TBD

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, April 4, 2024 at 2:00 pm (local time)** by the City of Stockton, California to hire a consultant to provide the 2025 – 2029 CONSOLIDATED PLAN – PUR 24-024 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from firms or individuals, herein after referred to as “Proponent” to provide the 2025 – 2029 Consolidated Plan.

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

Proposal forms and specifications are available on the City’s website at: www.stocktonca.gov/adminbid. Proposals must be electronically delivered to city.clerk@stocktonca.gov. 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 Victoria Cortinas at stocktonbids@stocktonca.gov or (209) 937-7612.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

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1.0 BACKGROUND/SUMMARY

The City of Stockton (“City”) receives Community Development Block Grant (CDBG), HOME Investment Partnerships, and Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD). As a recipient of these federal funds, the City is required to prepare a five-year strategic plan, known as the Consolidated Plan, to address community needs related to affordable housing, community, and economic development. The City is seeking a firm (“consultant”) to assist in the preparation of the 2025-2029 Consolidated Plan for submission to HUD.

Qualified proponents will be selected based on their qualifications and experience in preparation of similar documents, their knowledge of HUD requirements, and their ability to meet the mandated deadlines. The selected firm must have the ability to provide the range of services necessary to complete all phases of the project as defined in this “Scope of Work”.

1.1 Attachment and Exhibits

In addition to the Request for Proposal (RFP) document, the following Appendices and Exhibits are incorporated into the RFP.

Attachments

Attachment A – Project Submittal Checklist
Attachment B – Fee Schedule
Attachment C - Proponent’s Covenant
Attachment D – Non-Collusion Affidavit
Attachment E – Agency Reference Form
Attachment F – Certification of Financial Condition

Exhibits

Exhibit 1 – Sample Contract
Exhibit 2 – Insurance requirements.

2.0 SCOPE OF SERVICES

Under the direction of the Director of the Economic Department, the Consultant will assist in producing the following documents for the City. Each item listed below is considered a separate project. Respondents are expected to provide pricing for each individual project. The City of Stockton reserves the right to award all or a portion of the projects to more than one firm dependent on submittals and experience of consultants and availability of City funding:

- A. Conduct all activities required for the preparation and completion of the 2025-2029 Consolidated Plan and first year Annual Action Plan;
- B. Undertake planning activities related to Affirmatively Furthering Fair Housing (AFFH);
- C. Conduct the four-factor analysis and develop a Language Access Plan (LAP) compliant with State and/or Federal requirements;
- D. Conduct all activities required for the development of a Section 3 Plan; and
- E. Review the City’s Citizen Participation Plan (CPP) and advise on any required updates to meet CPP requirements as specified in 24 CFR Part 91.105.

Development of the Plans will include, but not be limited to:

- Strategic planning services;
- An analysis of local assets and community need;
- Assistance in identifying methods to meet the three statutory program goals of providing:
 - (1) decent housing
 - (2) a suitable living environment, and
 - (3) expanding economic opportunities.

- The Consultant will deliver a draft of all associated documents to City of Stockton staff for review and feedback, which will need to be incorporated into a final document.
- The Consultant will deliver a final document that is acceptable to HUD and submitted through HUD’s new eCon Planning Suite. For the complete consolidated plan regulations visit HUD’s website at: <https://www.hudexchange.info/programs/consolidated-plan/>

Consultant shall align the scope of service and deliverables with existing City of Stockton goals, including but not limited to the [Envision Stockton 2040 General Plan](#) and the [Housing Action Plan](#) and [Neighborhood Action Plans](#).

Consultant shall incorporate any and all HUD rule changes that come into effect during the term of the contract that are applicable to the scope of work.

SCOPE OF WORK TO BE PERFORMED:

A. 2025-2029 CONSOLIDATED PLAN AND FIRST YEAR ANNUAL ACTION PLAN

Consultant Expectations:

1. Data Gathering, Citizen Participation, and Consultation

- a. Develop community profile for review and approval by the City.
- b. Gather alternate data for tables where Integrated Disbursement and Information System (IDIS) does not pre-populate data or for tables where “alternate” local data is preferred by the City.
- c. Develop survey and other data collection tools and analyze information gathered from public and private organizations and the general public as part of the 5-year Con Plan and AFFH processes.
- d. Work with City staff to identify consultation partners.
- e. Prepare and distribute need assessment/market analysis resident/stakeholder surveys to gather information.
- f. Conduct consultation interview(s), document all consultations for inclusion in technical appendix to Consolidated Plan. Consultations shall meet minimum requirements as outlined in the Citizen Participation and Consultation requirements at 24 CFR 91.100.
- g. Develop and execute a communications and outreach strategy including meeting facilitation, to ensure the engagement of a representative set of community stakeholders. This strategy would preferably utilize an equity framework that accounts for disparities in race, gender, and other protected categories, as well as for persons with potential barriers to community engagement;

- h. In consultation with City staff, develop and implement an outreach strategy and facilitate Citizen/Stakeholder Participation Workshops and meetings to generate meaningful input.
- i. In consultation with City staff, conduct community meetings to solicit and gather citizen input. Consultant shall attend and facilitate a minimum of one community meeting per Council District (Council Districts 1-6). Meetings shall be held within, or nearby, HUD defined low-income Block Groups of the respective Council District; Consultant shall develop standard form to capture summary of comments; Consultant shall incorporate comments into the respective section of the Consolidated Plan.

2. Data Analysis

- a. Review default (existing) data, identify potential alternate data needs.
- b. Review tabulated data from resident/stakeholder surveys and consultations and present findings to the City and stakeholders (including the locally recognized HUD Continuum of Care (CoC)).
- c. Tabulate data from resident/stakeholder surveys and consultations.
- d. Utilize data mapping functionality of IDIS eCon Planning Suite.

3. Prepare Citizen Participation, Consultation, and Coordination Narratives.

4. Prepare recommendations and facilitate discussion on high and low priority needs with City staff for their review and comment; finalize Needs Analysis, goals, and priorities.

5. Prepare the Con Plan and AAP using the eCon Planning Suite. The plan should address each required element pursuant to Federal regulations as described in Part 91 of Chapter 24 of the Code of Federal Regulations (CFR) and follow the most current guidelines established by HUD.

6. Draft Con Plan goals and priorities (Due 45 days prior to the draft Con Plan and AAP).

7. Prepare the following components of the Draft Con Plan:

- a. Executive Summary (ES-05)
- b. Lead & Responsible Agencies (PR-05)
- c. Consultation (PR-10)
- d. Citizen Participation (PR-15)
- e. Needs Assessment (NA-05 – NA-50)
- f. Market Analysis (MA-05 – MA-65)
- g. Strategic Plan (SP-05 – SP80)

8. Draft Annual Action Plan

- a. Consultant preparation of the first year Annual Action Plan based upon recommended activities for FY 2025-2026, including all narratives and data required for submittal to City staff for review and comment. Preparation of Annual Action Plan shall consist of sections AP-15 to AP-90.

9. Prepare summary materials and presentation of Consolidated Plan and Annual Action Plan for use by staff at community meetings and public hearings. Consultant shall attend and facilitate a minimum of one community meeting per Council District (Council Districts 1-6). In addition, the Consultant must attend the public hearing before the Stockton City Council to be available for questions/comments/feedback from citizens and elected officials on the Plan.

10. Public Hearings

- a. Submit final edits/modifications of all components/sections of the Consolidated Plan and Annual Action Plan for review by City staff.
- b. Export MS Word file of draft Consolidated Plan and Annual Action Plan from eCon Planning Suite, assisting with formatting and production for public review.
- c. Prepare summary materials and presentation of Consolidated Plan and Annual Action Plan and attend the public hearing in the City of Stockton to be available for questions/comments/feedback from citizens and elected officials on the Plan.

11. Finalize Consolidated Plan and Annual Action Plan and Submit To HUD

- a. Incorporate comments based on any comments received during public review period and at public hearings.
- b. Provide one (1) resource binder to the City to include, at a minimum, a list of data sources, copy of data collected, consultations, records and any other supporting documentation used to develop the Consolidated Plan and the respective Annual Action Plan.
- c. The Consultant shall enter the final Consolidated Plan and Annual Action Plan into the IDIS system.
- d. The City shall submit the final Consolidated Plan and individual Annual Action Plan to HUD via the IDIS system.
- e. Consultant shall provide clarifications and corrections in IDIS as required by HUD during HUD’s review period of May 2025 - September 2025 and until HUD certification for each document is provided.

B. AFFIRMATIVELY FURTHER FAIR HOUSING PLAN (AFFH)

1. ASSESSMENT OF FAIR HOUSING (AFH)

The Consultant must refer to the HUD-provided checklist and worksheet to ensure they have completed the steps required for a complete Assessment of Fair Housing. The HUD-provided checklist and worksheet can be found at: <https://www.hud.gov/sites/dfiles/FHEO/documents/AFFH-Rule-Guidebook.pdf>.

The City will:

- Provide a list of primary contacts for relevant organizations operating in Stockton;
- Provide data and assessment of prior Analysis of Impediments;
- Assist identifying local data and local knowledge;
- Assist identifying stakeholders for inclusion and participation in community meetings;
- Assist identifying contributing factors, priorities, and goals for fair housing; and
- Review and analyze data findings, recommendations, and the final report.

2. ADDITIONAL CONSULTANT REQUIREMENTS

Using HUD’s Assessment of Fair Housing (AFH) User Interface, the Consultant must upload and submit the entire AFH to HUD. The AFH User Interface Quick Guide can be located at:

<https://www.hud.gov/sites/documents/HUDAFHQUICKGUIDE.PDF>.

A. Using the Assessment Tool to Complete the AFH

The Consultant will use HUD’s Assessment Tool to complete the AFH and will refer to HUD’s AFFH Rule Guidebook as a roadmap for this work. The tool is designed to identify fair housing issues, determine the factors that significantly contribute to those issues (including what data to use), and develop a plan to overcome them. The AFH must include:

1. Summary of fair housing issues and capacity;
2. Analysis of HUD-provided data, local data, and local knowledge;
3. Assessment of fair housing issues and contributing factors; and
4. Identification of fair housing priorities and goals.

B. Supplementing HUD-Provided Data with Local Data and Local Knowledge

The Consultant will work with the City to identify and supplement HUD-provided data with local data and local knowledge. This data includes, but is not limited to, the information obtained through the community participation process. The Consultant will develop an initial list of City data required prior to beginning an in-depth analysis. HUD-provided data is located at: <https://egis.hud.gov/affht/>

C. Analyzing Fair Housing Data

The Consultant will use HUD-provided data to assess fair housing issues and contributing factors to work with the City to set fair housing priorities and goals for the geographic areas covered by the City. Data must provide benchmarks to allow for the measuring of trends and changes over time.

D. Analyzing HUD-Provided Maps & Tables

HUD will provide data through maps and tables that will be available in the User Interface and the AFFH Data and Mapping Tool. The Consultant may provide additional relevant maps for attachment through the AFFH User Interface. The Consultant will analyze HUD-provided maps showing racially and ethnically concentrated areas of poverty, dot density maps showing the geographic dispersion of different racial and ethnic groups, and thematic maps showing disparities in the location of proficient schools across the jurisdiction and region. HUD maps provide census tract boundaries and the borders of the jurisdiction. The Consultant will analyze HUD-provided tables including but not

limited to, the percentages of various races in a jurisdiction and region, the number of public housing units within a jurisdiction, and the number of residents with a particular type of disability in a jurisdiction.

E. Developing Maps & Gathering Local Data

The Consultant is required to supplement HUD-provided maps with local data and knowledge. Local data refers to metrics, statistics, and other quantified information that are relevant to the City's geographic areas of analysis that can be found through a reasonable amount of search, are readily available at little or no cost, and are necessary for the completion of the AFH using the Assessment Tool. Local knowledge refers to information to be provided by the City's geographic areas of analysis and is necessary for the completion of the AFH using the Assessment Tool.

Local knowledge includes information that is gathered through the community participation process and by consulting local, state, or regional planning departments, academics, and others with knowledge of the local areas or whose work impacts on housing. The Consultant is required to consult directly with assigned City staff.

F. Facilitating a Community Participation Process – Consultation Meetings

The Consultant is required to conduct consultation meeting(s) with organizations, including but not limited to, local fair housing organizations(s), public and private housing providers, state housing coalitions, affordable housing advocates, affordable housing developers, community-based organizations, tenant organizations, faith-based organizations, social service agencies, philanthropic organizations, and realtors. The Consultant will submit a list of questions to the City for review prior to holding the consultation meetings. This list will be reviewed by the City staff and approved for use during the community participation process. The Consultant will assist the City in documenting the community participation process. This includes a summary of the effectiveness of outreach efforts and comments received. The documentation will include a summary of the comments, views, and recommendations, received in writing or orally at public hearings, during the community participation process, including a summary of any comments, views, and recommendations not accepted by the City and the reasons for nonacceptance. The community participation and consultation process must include organizations and other interested members of the public in the City, and not just those of the lead entity. The Consultant shall, at a minimum, include organizations consulted during the previous Consolidated Plan process, as well as other organizations identified by the City.

G. Facilitating a Community Participation Process – Public Meetings

The City is required to provide opportunities for community participation throughout the development of the AFH. The Consultant must also consult with the Housing Authority of San Joaquin or other resident organizations. The Consultant is expected to prepare and provide a presentation on the City's objective to affirmatively further fair housing at several community meetings (to be agreed upon) and address public comments and questions. These comments and questions are to be summarized and included in the AFH with a listing of all public recommendations accepted or not accepted, and the reasons for the acceptance or rejection of the recommendation. Local knowledge is to be

obtained from the public gatherings and utilized in the development of the AFH. The community participation process must include residents and other interested members of the public in the City.

If contracted to facilitate the Community Participation process, the Consultant must:

1. Make the HUD–provided data and any other data to be included in the AFH available to residents, public agencies, and other interested parties;
2. Conduct several public meetings (to be agreed upon);
3. Publish the proposed AFH in a manner that affords residents and other the opportunity to examine its content and submit comments;
4. Provide for at least one public hearing during the development of the AFH; and
5. Provide a period of not less than 30 calendar days to receive comments from residents of the community.

H. Identifying Fair Housing Contributing Factors

The identification and prioritization of contributing factors is a process intended to inform goal setting, and help identify strategies, actions, and policy responses to fair housing issues. The Consultant must identify fair housing issues and contributing factors, prioritizing those factors that limit or deny fair housing choice of access to opportunity, negatively impact fair housing, or violate civil rights compliance. The prioritization of the contributing factors must be justified.

I. Setting Fair Housing Priorities & Goals

The Consultant is required to identify at least one or more goal(s) (not more than four goals) to overcome the fair housing issues for which significant contributing factors have been identified. The Consultant is to guide the City in identifying goals and setting priorities based on findings and data. HUD recommends SMART goals – Specific, Measurable, Action-Oriented, Realistic, and Timebound. For each goal, the Consultant must:

1. Identify one or more contributing factors that the goal is designed to address;
2. Describe how the goal relates to overcoming the identified contributing factor(s) and related fair housing issue(s);
3. Identify the metrics and milestones for determining what fair housing results will be achieved, including the timeframes for achieving them; and
4. Identify the responsible party for each goal.

J. Preparing and Conducting Public Presentation of Draft AFH Plan

The Consultant will submit the preliminary draft AFH to the City for review and comments. The Consultant will revise the AFH according to the City’s changes, then submit drafts for the City to review. The Consultant will be required to join the City staff at public hearings to present the draft AFH to the City Council and any other elected officials from jurisdictions requesting review.

K. Ensuring Content of Draft AFH Plan Complies with AFFH Rule Guidebook

The Consultant must ensure the AFH complies with HUD’s AFFH Rule Guidebook. The Assessment Tool outlines the required prompts and questions and includes instructions for the AFH and includes the following contents:

1. Cover Sheet
2. Executive Summary
3. Community Participation Process
4. Assessment of Past Goals and Actions
5. Fair Housing Analysis
 - a. Demographic Summary
 - b. General Issues
 - i. Segregation/Integration
 - ii. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)
 - iii. Disparities in Access to Opportunity
 - iv. Disproportionate Housing Needs
 - c. Publicly Supported Housing Analysis
 - d. Disability and Access Analysis
 - e. Fair Housing Enforcement, Outreach Capacity, and Resources Analysis
6. Fair Housing Contributing Factors
7. Fair Housing Goals and Priorities (not to exceed four goals)

L. Responding to Public Comments

The Consultant will submit the draft report to the City with supporting data in electronic format. After review and acceptance of the draft report by the City, the report and supporting data will be released to the public, providing them 30 calendar days to submit their comments. The Consultant will review, and address comments received through the public comment period and prepare a revised AFH draft for approval by the City. The Consultant shall revise the document based on public comment and/or City staff feedback and return a revised document within 30 calendar days.

M. Submitting Final AFH Plan

After the approval of the AFH by the City Council, the Consultant will submit the AFH using HUD's online Assessment of Fair Housing User Interface for review and consideration by March 1, 2025. The date of submittal is subject to change based on the results of the public comment period and as required by HUD regulations.

N. Revising and Resubmitting the Final AFH Plan

The Consultant will be available for revision and resubmission of the Final AFH Plan if HUD determines the AFH is inconsistent with fair housing or civil rights requirements or if the AFH is substantially incomplete. The Consultant must also provide assistance to the City by making the revised AFH available to the public for a 30-day review and comment period. If HUD deems the revision unacceptable the Consultant will repeat the revision and resubmission process.

A public participation component, which meets the requirements of the Citizen Participation Plan, which includes the following requirements:

1. At least three public meeting to obtain citizens' views and to respond to proposals and questions, which may be held jointly with Consolidated Plan meetings;
2. Publication of a draft Consolidated Plan which shall be made available for a 30-day citizen review and comment period;
3. Consultation with other public and private agencies that provide assisted housing, health services, social services, child welfare agencies (regarding lead paint), adjacent units of local government (for non-housing community development needs), and local housing authorities.

C. FOUR FACTOR ANALYSIS & LANGUAGE ACCESS PLAN (LAP)

Consultant shall conduct a four-factor analysis to evaluate the City's ability to meet the needs of limited English proficient (LEP) persons. The analysis will adhere to [HUD's LEP Final Guidance](#) and best practices. After completing the four-factor analysis, the Consultant shall advise the City on what language assistance services are appropriate to meet the needs of LEP persons in the community. If warranted, Consultant shall develop an implementation plan or Language Access Plan (LAP) to address identified needs of the LEP populations served by the City of Stockton.

D. CITIZEN PARTICIPATION PLAN REVIEW

Consultant shall review the City's current Citizen Participation Plan and provide a summary/outline advising the City on best practices, content, or required updates to meet CPP requirements as specified in 24 CFR Part 91.105. City staff will be responsible for revising the Citizen Participation Plan based on discussions and recommendations from the Consultant.

E. SECTION 3 PLAN

Using HUD's Section 3 Sample Plan, the Consultant shall develop a Section 3 Plan, in accordance with the requirements of [HUD's Section 3 Final Rule](#).

The Consultant shall use all available resources provided by HUD on the [Section 3 Guidebook](#).

3.0 PROJECT SCHEDULE OF EVENTS

The anticipated overall schedule for this solicitation is as follows and is subject to change:

DATE	ACTION
March 1, 2024	Advertise RFP
March 13, 2024	Deadline for Questions
March 26, 2024	Clarifications/Questions/Answers Posted on Bid Flash
April 4, 2024	Due date for Receipt of Proposals
April 2024	Evaluation of Proposals and Shortlisted (if applicable)
Week of 4/29 or 5/6	Interviews, if applicable
May 2024	Notice of Intent/Negotiations
May/June 2024	Contract Formation and Mayor & Council Approval
July 2024	Notice to Proceed/Contract Execution

4.0 SUBMITTAL REQUIREMENTS

4.1 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 include, as a minimum, 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) electronic version of the proposal to city.clerk@stocktonca.gov. Proposal fee shall be submitted as a separate electronic file from the submitted proposal. Use ATTACHMENT B to submit the proposal fee schedule.
- E. 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.
- F. 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.
- G. 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.
- H. The original proposal must be signed. 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 than three (3) pages, the Cover Letter and Executive Summary shall include:

- A. Summary of the consultant's experience and qualifications as it relates to the Scope of Work of this solicitation and the significant advantages to selecting the Proponent;
- B. Describe familiarity with HUD's requirements.
- C. The names of the key members of the Proponent team;
- D. The mailing address, telephone number, and the name of the main point of contact for the Proponent team;
- E. An acknowledgement of receiving any addendum(s) to the solicitation document.

4.3 REFERENCES

Provide a list of references, preferably government agencies, currently or previously served 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 a minimum of 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. Original stated completion date and final 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.

All Proponents are required to fill out Attachment F – Certification of Financial Condition

The Proponent deemed best evaluated and which the City intends to enter into a contract may be required to 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 of all proposed staff members and sub-consultants who may perform work under this agreement. Also provide a description of the experience your firm has had with similar processes.

Statement of Qualifications to include a description of the approach the respondent will employ in carrying out the work described in the Scope of Services At least 5 current years of experience providing similar consulting services.

4.6 METHOD OF APPROACH

Describe your firm's demonstrated understanding of the tasks required, technical approach to specific operations, demonstrated knowledge of HUD requirements and best practices for identified scope. Describe how your firm will complete the requirements listed herein.

4.7 PROPOSAL FEE

Proponent must complete and submit a signed proposal fee (Attachment B) under separate electronic file. Do not include with the technical proposal response. Provide a complete breakdown of all costs and staffing contribution capacity associated with each task on the Fee Proposal page. Provide a breakdown of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.

5.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide the scope of work described in this solicitation and resulting awarded contract. 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. 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 listing in relative order of importance:

- A. Professional Experience
- B. Qualifications
- C. Industry Expertise
- D. Capacity
- E. Price
- F. Interview/Presentation, if applicable

6.0 CITY REQUIREMENTS

6.1 CITY RESPONSIBILITIES

The City will:

- Provide a list of primary contacts for relevant organizations operating in Stockton;
- Provide data and assessment of prior Analysis of Impediments;
- Assist identifying local data and local knowledge;
- Assist identifying stakeholders for inclusion and participation in community meetings;
- Assist identifying contributing factors, priorities, and goals for fair housing; and
- Review and analyze data findings, recommendations, and the final report.
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

Enter any mandatory or pre-submittal meeting details in this section.

6.4 TERM

The City intends to award a one (1) year contract with the option to renew for up to one additional (1) year option.

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.

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

6.8 METHOD OF PAYMENT

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

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.A Protest 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 solicitation 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 Solicitation, 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: Victoria Cortinas
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City in accordance with the date identified in this Solicitation. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid the date identified in this Solicitation and will become a part of the Solicitation. The Proponent should await responses to inquiries prior to submitting a proposal.

7.7 DISQUALIFICATION

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

- a. Evidence of collusion among Proponents;
- b. Any attempt to improperly influence any member of the evaluation panel;
- c. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of Proponent's proposal/Proponent's bid submittal and considered non-responsive.
- d. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- e. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.

- f. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

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

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 Solicitation process, the City may award a contract for services identified in the Solicitation. 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

2025 – 2029 CONSOLIDATED PLAN	
PUR-24-024	
SUBMITTAL DUE: THURSDAY, APRIL 4, 2024, AT 2:00 PM	
RFP Submittal Electronic Mail	Office of the City Clerk city.clerk@stocktonca.gov
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

ATTACHMENT A – 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).
- ✓ 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.
- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- ✓ Include your proposal, as outlined in these specifications.
- ✓ Please submit one (1) electronic version of the proposal to city.clerk@stocktonca.gov. Proposal fee shall be submitted as a separate electronic file from the submitted proposal. Use ATTACHMENT B to submit the proposal cost/fee schedule.
- ✓ Review and sign all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid and submit with proposal response.

ATTACHMENT B
FEE SCHEDULE

Fees must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel, and mileage, etc. Provide a complete breakdown of all costs and staffing contribution capacity associated with each task.

Task #	Description	Fee
1.0	Conduct all activities required for the preparation and completion of the 2025-2029 Consolidated Plan and first year Annual Action Plan	\$ _____
2.0	Undertake planning activities related to Affirmatively Furthering Fair Housing (AFFH)	\$ _____
3.0	Conduct the four-factor analysis and develop a Language Access Plan (LAP) compliant with State and/or Federal requirements.	\$ _____
4.0	Conduct all activities required for the development of a Section 3 Plan	\$ _____
5.0	Review the City's Citizen Participation Plan (CPP) and advise on any required updates to meet CPP requirements as specified in 24 CFR Part 91.105	\$ _____
GRAND TOTAL		\$ _____

ATTACHMENT C
PROPONENT'S COVENANT

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

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter 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 D - NON-COLLUSION AFFIDAVIT
AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF _____, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF _____, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__ by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF _____, _____)ss.

County of _____)

(insert)

_____, each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

ATTACHMENT E – AGENCY REFERENCE FORM

CITY OF STOCKTON
RFP NO.: PUR 24-024
 2025 – 2029 CONSOLIDATED PLAN

Supply three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar services during the last three (3) years:

1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

LIST OF REFERENCES

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

ATTACHMENT F – CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Vendor Name: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature: _____ Date: _____

Printed Name: _____ Title _____

9.0 PROPOSAL EXHIBITS

9.1 Exhibit 1 – Insurance Requirements

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 listed above.

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

<http://www.stocktonca.gov/government/departments/humanResources/riskServices/insurance.html>

- a. Summary - Indemnity and Insurance Requirements Checklist
- b. Block Party/Street Closure
- c. Chemical Vendor
- d. Construction Contracts
- e. Encroachment Permits
- f. Environmental Services Including Lead and Asbestos
- g. First Fill Prescription Information Sheet
- h. IT Professional Services
- i. IT Vendor Services
- j. Lessees - Not for Daily or Short-Term Rentals
- k. License and Maintenance Agreements
- l. Most Contracts - Not for Professional Services or Construction
- m. Professional Services
- n. Rental of Facilities
- o. Special Event Security Vendors
- p. Subdividers
- q. Training Instructors

9.2 [Exhibit 2 – Sample Contract](#)

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