



REQUEST FOR PROPOSALS (RFP) PUR 24-016

**DESIGN BUILD SERVICES FOR THE DELTA WATER
TREATMENT PLANT GROUNDWATER RECHARGE BASIN**

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, MARCH 28, 2024 IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, March 28, 2024, at 2:00 pm (local time)** by the City of Stockton, California for the DESIGN BUILD SERVICES FOR THE DELTA WATER TREATMENT PLANT GROUNDWATER RECHARGE BASIN – PUR 24-016 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from qualified firms or individuals, herein after referred to as “Proponent” to provide Design Build Services to the City. The City is seeking the design and construction of a Groundwater Recharge Basins to achieve at least the infiltration rates as specified.

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

Proposal forms and specifications are available on the City’s website at <https://www.stocktonca.gov/services/business/bidflash/default.html>.

A MANDATORY/ PRE-PROPOSAL MEETING AND SITE WALK is scheduled for THURSDAY, FEBRUARY 22, 2024, at 10:00 am. At the Delta Water Treatment Plant located at 11373 N. Lower Sacramento Rd Lodi, CA 95242. The site walk will be held immediately following the Pre-proposal meeting.

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 Procurement Specialist Patricia Monesi at stocktonbids@stocktonca.gov or (209) 937-8350.

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

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SECTION 1 INTRODUCTION

1.1 Overview

The City of Stockton (City) is issuing this Request for Proposals (RFP) to select a qualified design consultant / general contractor team to provide design services and construction services for the Design-Build of the Delta Water Treatment Plant Groundwater Recharge Basins (Project No. UH21005), also known as the Recharge Basins, or Project. The specific Recharge Basins encompassed by this RFP include project components identified in Appendix C - Feasibility Study/Pre-Design.

Definitions are in Appendix A.

1.2 City and MUD Organization, Goals and Objectives

Water, wastewater, and storm water utility services are provided by the City through its Municipal Utilities Department (MUD). Utility services include the production and distribution of potable water, collection and treatment of wastewater, and collection and disposal of storm water. MUD is also responsible for associated policy, planning and financial management, regulatory planning and enforcement, public education and technical assistance to individuals and businesses, and disaster planning and response for MUD functions.

The goal of the Recharge Basins Project is to design and construct groundwater recharge basins and associated infrastructure. The construction of groundwater recharge basins will improve water supply reliability and raise groundwater levels in the Eastern San Joaquin Subbasin. The recharge basins shall also be designed and constructed to provide benefits including habitat for birds, providing water, shelter, and/or breeding places during their migration along the Pacific Flyway.

A Geotechnical Investigation was performed by Geosyntech in 2022-2023 to determine the feasibility of groundwater recharge at a 70-acre site adjacent to the Delta Water Treatment Plant (DWTP) located in Lodi, California. Electrical resistivity testing, soil borings, CPT, soil characterization/sampling, groundwater water quality sampling, and modeling were performed as part of the investigation. Groundwater wells were installed, and a utility survey was also completed as part of the project. The results of the geotechnical investigation, Feasibility Study, and Pre-Design are included in Appendix C. The respondents should review this information thoroughly prior to submitting a proposal.

An additional component of this project is completion of California Environmental Quality Act (CEQA) documentation for construction of additional treatment capacity for the Delta Water Treatment Plant (DWTP) in addition to Recharge Project construction. This is needed to pursue additional Delta diversions for groundwater recharge and to meet future potable water demand. Existing and future conceptual drawings are included in Appendix C.

The objective of the Recharge Basins Design-Build procurement is to use a best value selection process to evaluate Design-Build qualifications and experience, project approach and technical solution, and pricing. The City is committed to contracting with the most qualified Design-Build team that demonstrates a creative solution and commitment to work collaboratively with the City in identifying those project elements that meet the goals of the project. The facility shall be constructed in an expedited and cost-effective manner.

1.3 Project Delivery Approach and Schedule

The overall approach for project delivery is to retain a Design-Builder for design, permitting, CEQA, and construction of the Recharge Basins using Design-Build delivery. The City will review and evaluate the Proposals to determine the most qualified Respondent for Contract negotiations. Evaluation criteria are summarized in Section 5 of this RFP. If the Contract negotiations fail, the City will terminate negotiations with the first preferred Respondent and negotiate with the next Qualified Respondent..

The anticipated overall schedule for project delivery is to complete the selection process and award a Design-Build Contract on or about August 2024.

DATE	ACTION
February 2, 2024	Advertise RFP
February 22, 2024	Mandatory Pre-Proposal Meeting and Site Walk
March 7, 2024	Deadline for Questions
March 14, 2024	Clarifications/Questions/Answers Posted on Bid Flash
March 28, 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
July 2024	Contract Formation and Mayor & Council Approval
August 2024	Notice to Proceed/Contract Execution
*July 2025	Design Complete
*August 2025	Construction Start
*August 2026	Substantial Completion
*September 2026	Final Completion

*Note – The dates listed are based upon the funding source requirements, and are subject to change

1.4 Appendices and Exhibits

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

Appendices

Appendix A – Definitions

Appendix B – QA/QC

Appendix C – Feasibility Study/Pre-Design

Appendix D – EIR Documents

- Stockton Delta Water Supply Project, Draft volume I, Program EIR, April 2005
- Stockton Delta Water Supply Project, Draft volume II, Program EIR, April 2005
- Stockton Delta Water Supply Project, Final Program EIR, October 2005

Appendix E – SB 854 Requirements

Appendix G – Non-Collusion Affidavit

Appendix H – Proponent’s Covenant

Appendix I – Fee Proposal

Appendix J - Reference Sheets

Appendix K – Certification of Financial Condition

Exhibits

Exhibit 1 – Sample Contract

Exhibit 2 – Insurance requirements.

1.5 City Contact Person

The City Contact Person for this RFP is:

City of Stockton
Attn: Patricia Monesi
Procurement Specialist
Administration Services Department, Procurement Division
400 E. Main, 3rd Floor
Stockton, CA 95202
stocktonbids@stocktonca.gov

The designated Contract Person for each Respondent may request RFP clarifications from the City Contact Person in writing, as further described in Section 1.5 of this RFP, or by email to: stocktonbids@stocktonca.gov.

The City Contact Person is the exclusive City representative for Respondents in regard to this RFP.

1.6 Requests for Clarification and RFP Addenda

Requests for clarification or additional information must be submitted in writing (email or letter) to the City Contact Person no later than the date specified in Section 4 of this RFP. Requests must contain the RFP name, Respondent's name, address, telephone number, and email address.

The City will issue responses to inquiries and any other corrections or changes it deems necessary in written addenda in advance of the Submission Due Date. Requests for an interpretation shall be made in writing per the schedule listed in Section 1.3. Such addenda will constitute a part of this RFP. Respondents may not rely on any representations, statements, or explanations other than those made in this RFP and written addenda to this RFP. Where there appears to be a conflict between the RFP and any addenda, the last issued addendum that addresses the specific issue will prevail.

Acknowledgement of addenda receipt is required in the Respondent's Proposal.

1.7 Contract

A sample Contract, which will serve as a basis for negotiations, is provided as separately bound Exhibit 1. Respondents may suggest alternative Contract terms and conditions in their Proposals, together with any associated scope and fee adjustments, but must also provide the requested Proposal content, price and fees based on the terms and conditions of the sample Contract (Exhibit 1) and this RFP.

1.8 Accuracy of RFP and Related Documents

Except as otherwise required by law, the City assumes no responsibility and disclaims any warranty for the completeness or accuracy of information presented in this RFP, the reference documents on the City website, and any other reports, studies, or investigations, including but not limited to those concerning surface or subsurface site conditions or otherwise distributed or made available during the selection process. Without limiting the generality of the foregoing statement, the City is not bound by or responsible for any explanation or interpretation of the documents other than those prepared in writing by the City. In no event may a Respondent rely on any oral statement made by any of the City's agents, employees, advisors, or consultants.

1.9 Mandatory Pre-proposal Meeting & Site Walk

A mandatory pre-proposal meeting and site visit will be held at the Delta Water Treatment Plant located at 11373 N. Lower Sacramento Rd Lodi, CA 95242 at 10:00 AM on Thursday, February 22, 2024. The site walk will be held immediately following the Pre-proposal meeting.

Respondents are solely responsible for conducting independent research and due diligence for the preparation of Proposals in response to this RFP, the negotiation of a Contract, and the subsequent project delivery under the terms and conditions of the Contract. No information derived from any part of this RFP, or from the City or any of its agents, employees, advisors, or consultants shall relieve the selected Respondent from any risk or from fulfilling all obligations under the terms of the Contract.

1.10 Cost of Proposal Preparation

The costs and expenses associated with the preparation of a Proposal, meeting attendance with City representatives, and preparation of other information required pursuant to this RFP will be at the sole cost and expense of the Respondent. In no event will a Respondent have a claim against the City, its staff, or its consultants or agents for reimbursement of any such costs or expenses.

1.11 City Rights and Options

Included within, but not limited to, the City's rights and conditions in regards to the Respondent selection process, the City reserves, holds and may exercise, at its sole discretion, the following rights:

- To change or alter the schedule for any events associated with this selection process upon notice to the Respondents.
- To reject, for any reason, any Proposal and components thereof; to eliminate any and all Respondents from further consideration; to abandon this selection process at the City's convenience at any time.
- To eliminate any Respondent who submits an incomplete or inadequate Proposal or is not responsive to the requirements of this RFP.
- To require Respondents to send representatives to the City for interviews and presentations.
- To conduct clarification discussions, at any time, with one or more Respondents and to discontinue discussions with any Respondent.
- To receive written questions concerning this RFP from Respondents and to provide such questions and the City's written responses, if any, to all Respondents.
- To supplement, amend or otherwise modify this RFP without prior notice and at the City's sole discretion.
- To conduct investigations of a Respondent and their Proposal, request additional evidence to support the submitted information, and visit reference projects.
- To reject a Proposal or discontinue consideration of any Respondent if the City is in litigation with any such Respondent.
- To negotiate with one or more Respondent at any time.

Furthermore, the Proposal's shall become the property of the City and will not be returned to the Respondents, except Proposals that are not received by the Submission Due Date, which shall be rejected and returned unopened to those Respondents.

All activities related to the Respondent selection and project delivery processes are subject to Applicable Law.

Neither the City, its staff, representatives, nor any of its consultants, attorneys or agents is liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of the Proposals.

1.12 Legal Authority for Transaction

This project delivery is authorized and governed by the provisions of law set forth herein.

Article XX of the Charter of the City of Stockton (Charter) establishes the underlying authority relating to the award of public contracts. The Charter provides that the City Council, by ordinance, shall provide for a competitive method of awarding contracts for public works, services, and the purchase of material and supplies (Section 2000). The provisions of the Charter authorize exceptions to the general rule of competitive bidding. "Those circumstances may include but are not limited to... (b) Negotiated contracts following solicitation of competitive proposals instead of sealed bids" (Section 2001).

Ordinances authorized by the Charter are set forth in Section 3.68.070 A.2: "Public Works construction contracts for design build projects" and 3.68.070 A.3: "Negotiated Contracts following solicitation of competitive proposals". This RFP is in compliance with Citywide Policy and Procedure 17.05, section 17.05.020 titled, "Formal Procurement."

Note: By statement of legal authority, the City has identified the basic legal authority for the intended project delivery of the Recharge Basins. Such statement does not prevent, and is not intended to limit, the City from identifying and asserting other authority for project delivery in the event of litigation or other adversarial proceeding.

*****END OF SECTION*****

SECTION 2 PROJECT DESCRIPTION

2.1 Background

The City of Stockton (City) plans to construct a groundwater banking project at the Delta Water Treatment Plant (DWTP) site to optimize the beneficial use of available water supplies through increased conjunctive use activities. The City of Stockton – 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 Treatment Plant (DWTP) 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 (Mgd) surface water treatment plant, and six miles of finished water pipelines.

This groundwater recharge project, located on an approximately 70-acre parcel (45 acres of effective groundwater recharge area) adjacent to the DWTP on Lower Sacramento Road between the City of Stockton and the City of Lodi, is to be designed, in part, to protect the groundwater basin through conjunctive management to improve the City's water supply reliability portfolio. During the design phase of the DWTP, MUD commissioned the Design-Build team to conduct a preliminary groundwater recharge feasibility study of the approximate 70-acre site adjacent to the DWTP. This study, completed in 2009, concluded that with available water from the City's Delta diversion (via Permit 21176) and from Woodbridge Irrigation District (WID) (via contract) 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. In 2019, WID extended the 48-inch Pixley Lateral pipeline west along the northern DWTP property boundary to convey water to the DWTP. This pipeline provides additional capacity for WID surface water deliveries. Included in this pipeline conveyance project were three 12-inch turnout structures designed to provide water supply diversions to the proposed groundwater recharge basin at the DWTP. This project has been identified in the ESJ Subbasin Groundwater Sustainability Plan (GSP).

Recently, the Eastern San Joaquin Groundwater Authority (ESJGWA) received a 2022 SGMA Implementation Round 1 grant which included \$300,000 in grant funding for the City to conduct a geotechnical and hydrogeologic study at the project site. The geotechnical and hydrogeologic study included a groundwater recharge feasibility report and predesign of the recharge basin. The City performed a geotechnical/hydrogeologic study, feasibility study, and predesign, which was completed in 2023. The additional geotechnical study includes an Electrical Resistivity (ERP) survey, Cone Penetration Testing (CPT), soil borings, and monitoring wells. The Geotech Feasibility Study defines the groundwater recharge, banking/storage, and recovery potential, and outlines the permitting and CEQA approach for

the design and construction phase of the project. The 70-acre site for the recharge basin is located adjacent to the Delta Water Treatment Plant DWTP) at 11373 N. Lower Sacramento Road, Lodi, CA (APN 05902003). The site is already owned by the City; therefore, no land purchase is required. The Recharge Basin Project will include all design and construction work for the recharge basin, conveyance systems, and monitoring/extraction systems (wells, pumps, etc.).

Reference documents including the Feasibility Study are included in Appendix C.

THE CITY DOES NOT WARRANT THE SOILS, UNDERGROUND OR OTHER SITE CONDITIONS AT THE PROJECT SITE. ALL REPORTS, STUDIES AND INVESTIGATIONS PROVIDED TO OR AVAILABLE TO RESPONDENTS, INCLUDING REFERENCE DOCUMENTS IN THE CITY'S WEBSITE, ARE PROVIDED FOR RESPONDENT INFORMATION ONLY.

2.2 Basin Infiltration Rate

It is estimated that there will be approximately 45 acres of actual groundwater recharge area out of the total 70-acre site. The infiltration rate, based on the geotechnical investigation, should range from approximately 15,000 AF to 30,000 AF/year (1-2 AF/day) assuming the basins are used 335 days/year.

2.3 Proposed Project Goals

The Recharge Basins shall be designed and constructed to achieve at least the infiltration rates specified in Section 2.2. The design should consider operational needs and flexibility and the required maintenance of the basins. The design must also conform to Applicable Law, the Contract, and the Performance Requirements.

Furthermore, the City desires Recharge Basins that:

- Are safe to operate and maintain by the City.
- Effectively recharge the volume of water specified in Section 2.2.
- Utilize automatic controls, fail safe, feedback loops, cameras, and alarming that optimize operator and maintenance efficiency.
- Meet industry design and construction standards (i.e. AWWA, ASTM, etc.).
- Are equipped to provide reliable operation and economical equipment renewal intervals, and constructed to achieve longevity of structures and pipelines in accordance with industry standards.
- Consider future regulatory perspectives and allow for opportunity to meet these future perspectives.
- All permitting and CEQA completed prior to construction.
- Enhanced environmental benefits including wildlife habitat.

2.4 Environmental Permitting

The selected Proponent shall be responsible for completing environmental documentation for compliance with the California Environmental Quality Act (CEQA) and all permitting requirements prior to construction.

An Underground Storage Supplement will be filed with the State Water Resources Control Board by the City for the City's existing water right (Permit 21176, application 30531A) from the San Joaquin River. The Proponent shall obtain all other permits and approvals necessary for the Project.

Project-level CEQA documentation shall also be completed for the future capacity expansion of the DWTP from 30 MGD to 60 MGD. This must be done as part of this project as it is key to securing additional water to supply the groundwater recharge basins. There is an existing Program Environmental Impact Report (EIR), however an addendum or supplement will be needed for the DWTP capacity increase. The available documents are listed below and included as Appendix D. The actual water right permit efforts will be performed under a separate contract.

- Stockton Delta Water Supply Project, Draft volume I, Program EIR, April 2005
- Stockton Delta Water Supply Project, Draft volume II, Program EIR, April 2005
- Stockton Delta Water Supply Project, Final Program EIR, October 2005,

*****END OF SECTION*****

SECTION 3 DESIGN-BUILD SERVICES

3.1 General

The selected Proponent shall provide engineering services including validation of pre-design conclusions contained in the Feasibility Study and preparation of sufficient plans, specifications, and other supporting documents to construct the Recharge Basins. Services are to include, but are not limited to: final design, permitting, equipment and materials procurement, physical construction of the Recharge Basins, engineering design support during construction, construction management, record drawings, start-up, and acceptance testing as described in Section 3.5 of this RFP and any additional contracted services for the duration of the project.

3.2 Scope of Services

The Proponent shall provide all services for successful design, permitting, CEQA, and start-up of the Recharge Basins.

In summary Design-Build services and work products shall include:

- Project management for the duration of project.
- Topographic survey.
- Review of pre-design and recommending any changes that could benefit the project.
- Project specific CEQA analysis for the Recharge Basins Project.
- Project specific CEQA for DWTP expansion.
- Preparation of Piping and Instrumentation Diagrams (P&IDs), Recharge Basins plans, specifications, and other supporting documents.
- Visitor area signage design including grant funding details, groundwater recharge goals, graphic display of recharge, migrant bird information, etc.
- Advising the City and facilitating City participation in all material decision making about the Recharge Basins as such decision making may affect the project scope and timeline, including City participation in select meetings and communications.
- Preparation of the Supervisory Controls and Data Acquisition (SCADA) system design for the Recharge Basins and integration with the City's WTP SCADA system.
- Consideration of, and mitigation for, local community impacts of Recharge Basins operation that result in environmental nuisances (e.g. noise, odors, traffic), landscaping and lighting systems.
- Preliminary identification and preparation of all necessary permit applications and facilitation of regulatory agency approval of all permits that are Design-Builder's responsibility (City will sign permit applications, furnish permit application fees, and

attend permitting coordination and review meetings with regulatory agencies as necessary).

- Preparation of unified sets of plans and specifications.
- 100% design
- Cost control and change order documentation.
- Design services during construction
- Development of a startup, commissioning and testing plans that will demonstrate facility compliance with design parameters. These plans shall, at a minimum, consist of:
 - O&M Manuals available prior to startup
 - Written Standard Operating Procedures (SOPs)
 - Training agenda or checklist
 - Operator engagement and training
 - Equipment data sheets to be included in the City's computerized maintenance management system.

The Proponent shall furnish equipment data sheet to be included in the City's computerized maintenance management system.

In summary construction services and work products will include:

- Construction management
- Surveying
- Utility location
- Clearing and grubbing
- Staging area
- Compliance with stormwater permit requirements
- Excavation, grading, and sitework
- Soil stockpiling
- Structural work
- Fence installation
- Piping and pumps
- Electrical, process mechanical, and instrumentation
- Landscaping
- Visitor area construction
- Informational groundwater recharge signage at visitors' area
- Startup and testing

Additional description of services is provided in the following subsections.

3.2.1 Project Management

Project management shall include preparing and submitting a project management approach to the City, coordinating all work of the proponents team members, providing quality assurance/quality control (QA/QC), advance-scheduling of the work and then adhering to the project schedule, providing routine communications, cost controls, invoices, and progress reports, and conducting weekly or biweekly progress review meetings with the City.

Progress review meetings: Schedule and conduct weekly or bi-weekly progress review meetings with City and City's representatives at MUD offices or via MS Teams. Meeting frequency will be determined on the work status and level of activity. Generate and distribute draft meeting minutes within one business day of each meeting for review by attendees, and final minutes that incorporate review comments. Distribute meeting agendas at least one business day prior to each meeting date. Other documents requiring City review prior to the meeting shall be submitted at least two business days in advance. The City also requires the Proponent to present PowerPoint updates at the City's Water Advisory Group, Council Water Committee, and City Council meetings twice each.

Schedule updates: Update the schedule, comparing actual progress to the originally proposed schedule, performing critical path analysis, and identifying any necessary corrective measures.

Monthly payment requests and progress reports: Prepare monthly invoices in accordance with actual progress and drawdown schedule and a monthly progress report to accompany each invoice for the previous month's work. Progress reports shall review major work activities and budget and schedule status by task, summarizing work hours by task and job title and person assigned for the invoice period, and document progress made during the past month, accomplishments, and a look-ahead to the next month's progress goals.

QA/QC program: Institute and maintain QA/QC program for the project.

Coordination: Coordinate with permitting agencies and other consultants as necessary. Proponent shall provide meetings minutes to City within five business days of each meeting other consultants.

3.2.2 Startup, Commissioning and Acceptance Testing Plan

The Recharge Basins must pass two Acceptance Tests as part of and as a condition of Substantial and Final Completion. The Proponent shall prepare this Plan and submit it to the City for approval. The Proponent shall conduct the Acceptance Tests certifying to the City that the Contractor is ready for the test, and the Contractor is in compliance with the applicable terms of the Contract. All training shall be completed before start of the Acceptance Test.

3.2.3 Field Investigations

Topographic surveying: Provide topographic surveying services as necessary for design of the Recharge Basins.

The horizontal and vertical coordinate system and datums will be based on the North American Datum of 1983 (NAD83) converted to the California Grid Coordinate System of 1983, Zone 3 (CA83111-F) as referenced by the City of Stockton Horizontal Control System. The vertical datum will be based on the National Vertical Datum of 1929 (NGVD29) as referenced by available City of Stockton 1996 Local Adjustment (COS96) benchmarks.

Subsurface investigation: Conduct research to identify existing utilities, verify as-built locations, and determine utility locations throughout the project site as needed.

Proponent shall conduct potholing if necessary to locate buried infrastructure, and drill borings to characterize subsurface conditions, to supplement the background documents as necessary for the design. Proponent shall also evaluate pertinent engineering properties of the subsurface materials from the geotechnical study.

Corrosion protection analysis: Provide Cathodic Protection for pipelines and equipment as required.

3.2.4 Permitting Services

The Proponent shall perform all permitting identified in Section 2.4 and any other permitting efforts needed. The Proponent shall coordinate with the appropriate regulatory agencies, resolve permitting issues, and prepare a schedule and action plan for obtaining all permits that are required to construct and operate the Recharge Basins.

3.2.5 Design Packages

At least one validation workshop is anticipated to review the Proponents findings and achieve consensus with the City with regard to the evaluation of the Feasibility Study/Pre-Design included in Appendix C. Any recommendations for incorporation changes into the design to be submitted no later than 30 days after the NTP. This should include any value engineering recommendations.

Proponent shall prepare design packages to facilitate permitting and construction of the Recharge Basins. City shall review the design packages and construction/procurement submittals to confirm such conformance within 14 days after receipt.

Proponent shall prepare drawings generally in accordance with City standards and using the latest edition of AutoCAD after submitting templates that demonstrate compliance with the City standards. Design packages will contain plans, sections, elevations, and applicable details including:

- Drawing index(ices)
- Design Criteria
- Standard details for each discipline
- Civil site layouts and grading, paving, and outside piping plans and sections
- Pipeline plans and profiles
- Landscape, irrigation, and exterior lighting plans
- Structural and architectural plans, sections and elevations
- Process schematics and mechanical plans and sections
- Single-line diagrams
- SCADA system architecture, P&IDs and block diagrams
- Reference drawings

3.2.6 Major Milestones

The cost estimate for the work shall be totaled for each component and sufficiently detailed. Major milestones and related work products for the project are summarized in Table 3-1.

Table 3-1 Milestones

Milestone	Work Products
30 days from NTP	Schedule, pre-design evaluation and recommendations
30% design completion	30% design (Section 3.2) and permitting (Section 3.2.6)
60% design completion	Startup, Commissioning and Testing Plan (Section 3.2.3), and complete 60% design package (Section 3.2.7)
90% design completion	Typical 90% Design package
100% design completion	Typical 100% Design package
Construction start/mobilization	All permitting and approvals obtained
Substantial completion	Initial acceptance testing
Final completion/demobilization	Final acceptance testing

The listing of major milestones and related work products in Table 3-1 does not preclude the Proponent from scheduling and submitting additional and/or interim equipment procurement or early work packages to achieve an overall cost and schedule benefit.

3.3 Other Services

The following additional activities shall be addressed in the proposal:

- Procurement of equipment and materials separately from construction phase as necessary to achieve project delivery schedule.
- Integration with the City's SCADA system.
- Compliance with all permitting terms and conditions.
- Compliance with all environmental mitigation requirements if required.
- Completion of all construction per the approved drawings and specifications.
- Site safety and security during construction including coordination of site visits.
- Completion of start-up and all required acceptance tests, SOP development, training, and including provision of chemicals during start-up.
- Provision of an operations and maintenance (O&M) manual, as-built drawings and other project documentation in searchable Adobe Acrobat format; as-built drawings also provided on Mylar sheets and AutoCAD files.
- Training of the City staff.
- Completion of the project within the bid Price and contract time and in accordance with all Contract requirements.

Proponent shall use the preliminary permitting information from the pre-design and supplemental documentation to prepare complete applications for all necessary permits for construction and operation of the Recharge Basins. Proponent shall track the permitting applications and proactively work with the permitting agencies to facilitate approval, respond to agency questions, and provide supplemental information as requested by the permitting entities.

The City and its agents will conduct regular inspections throughout construction to ensure that the work is completed in accordance with the approved work products and final design packages.

Proponent shall prepare and deliver conformed as-built drawings in both electronic and hard copy formats.

The Recharge Basins must pass two acceptance tests: an Initial Acceptance Test as part of and as a condition of Substantial Completion, demonstrating the ability to apply water to the Recharge Basin(s) at the designated application rates determined in the Feasibility Study, and a Final Acceptance Test as part of and as a condition for Final Acceptance and Completion. The Design-Builder shall demonstrate this ability after certifying to the City that the Design-Builder is ready for the test, and the Design-Builder is in compliance with the applicable terms of the Contract. Readiness means that the equipment manufacturers have certified that the equipment was properly installed and tested in accordance with manufacturer recommendations.

It is recognized that construction to the point of final completion and acceptance is not necessary prior to conducting the Acceptance Test. For example, non-operating components such as landscaping are not critical to Substantial Completion and the Acceptance Test.

Therefore, continued construction to the point of final completion is acceptable after the Acceptance Test, as long as such construction does not affect compliance with the Performance Requirements.

Proponent shall perform all acceptance testing for the Recharge Basins and prepare and submit acceptance test reports (potentially by third-party consultant(s) as specified in the Contract. The City will not accept the Recharge Basins until the Contractor furnishes an acceptable Acceptance Test report.

Proponent shall complete all repairs and replacements to equipment, materials, structures, and other improvements constituting the Recharge Basins as necessary after the Acceptance Test and prior to Final Completion.

Except as excused by City fault, Proponent shall design and construct Recharge Basins that can continuously operate (uninterrupted 24 hours per day, seven days per week) in accordance with the Performance Requirements as specified in the Contract.

*****END OF SECTION*****

SECTION 4 PROPOSAL CONTENT

4.1 General

Respondents are invited to submit Proposals comprising of three elements: qualifications information, technical proposal, and fee proposal.

The City will require the Design-Builder to provide qualifications information about their own firms, proposed subconsultants, and subcontractors in the Proposal.

4.2 Proprietary/Confidential Information

The City will, to the extent permitted by Applicable Law, not voluntarily disclose information submitted by Respondents as part of, or in support of their Proposals, to persons other than City elected officials and employees, directors, members of an evaluation committee, and consultants involved in the evaluation of the Proposals.

Information collected by the City including responses to this RFP, is subject to public disclosure under provisions of the California Public Records Act. If a Proposal contains any information that may be considered a trade secret, which the Respondent does not want disclosed to the public or used by the City for any purpose other than the evaluation of Proposals, each sheet of such information must be marked with the designation "Confidential." The City agrees that if a Public Records Act request is made for disclosure of "Confidential" information, the City will take reasonable efforts to avoid disclosure and notify Respondent of the opportunity to challenge the City's obligation to disclose such information. However, the City makes no warranty as to whether any particular information, whether or not it is marked "Confidential", will be withheld from disclosure, and specifically disclaims any and all responsibility for any damage or injury that may arise from the City's failure to notify Respondent as provided herein or from the disclosure of "Confidential" information, or part thereof. Please note that fee information will not be withheld or considered confidential/propriety information.

4.3 General Instructions

4.3.1 Submission of Proposals

One electronic copy/USB and 3 paper copies of the Proposal must be received by Thursday, February 22, 2024, no later than 2:00 p.m. local time (Submission Due Date and Time). The entire Proposal (electronic/USB and 3 paper copies) should be placed in a package (or set of packages marked 1 of _, 2 of _, etc.), labeled on the outside with the Respondent's name, address, telephone number, Proposal title, and Submission Due Date and Time. The cost proposal shall be placed in a separate sealed envelope, similarly labeled, as the Fee/Cost

Proposal. Fee/Cost proposals will be not be opened until after the Selection Committee has initially scored the Proposals.

Proposals shall be submitted to the attention of the City Contact Person. Hand-delivered Proposals are acceptable only between the hours of 8:30 a.m. and 2:00 p.m. local time, Monday through Thursday, excluding holidays, until and including the Submission Due Date and Time. Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required labeling information appears on the outer wrapper or envelope used by such service. The City is not responsible for Proposals that are delinquent, lost, mislabeled, sent to an incorrect address, or sent by mail or courier service and not received by the City.

The completed official sealed Proposal package must be delivered to the Office of City Clerk, City Hall, 425 North El Dorado Street, Stockton, California 95202, up to, but not later than 2:00 p.m. on Thursday, March 28, 2024.

4.3.2 Modified Submissions

Proponent may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until and including the Submission Due Date and Time. Only the latest version of the Proposal will be considered and evaluated by the City.

4.3.3 Late Submissions

Proposals and/or modifications received after the Submission Due Date and Time shall not be accepted or evaluated.

4.3.4 Withdrawal from Selection Process

Respondents may withdraw a submitted Proposal prior to the Submission Due Date and Time by delivering a written request to the City Contact Person by the Submission Due Date and Time. Such withdrawal will not prejudice the City against the Respondent as regards future opportunities to work with the City.

4.3.5 Postponement/Cancellation of RFP

The City may, at its sole and absolute discretion, re-advertise the RFP, postpone or cancel the Respondent selection process at any time, waive any minor irregularities in this RFP or in the Proposals, or reject any and all or parts of any and all Proposals.

4.4 Requests for Clarification and Addenda

Respondent may request clarification and additional information by submitting such requests in writing (email or letter) to the City Contact Person. Requests must contain the RFP name, Respondent's name, address, telephone number, facsimile number, and email address.

The City will issue responses to inquiries and any other corrections or changes it deems necessary in written addenda in advance of the Submission Due Date. Requests for an interpretation shall be made in writing and delivered at least fourteen (14) days before the Submission Due Date. Such addenda will constitute a part of this RFP. Proponents may not rely on any representations, statements, or explanations other than those made in this RFP and written addenda to this RFP. Where there appears to be a conflict between the RFP and any addenda, the last issued addendum that addresses the specific issue will prevail.

The City will endeavor to issue responses to inquiries and any other corrections or changes it deems necessary in written addenda.

Respondent should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addenda to this RFP. In case of conflicts between the RFP and any addenda, the last addendum that addresses that specific issue will prevail.

Proponent shall monitor City's website/bid flash for any project addenda or updates:

http://www.stocktongov.com/services/business/bidflash/mud.html?dept=Municipal_Uilities

4.5 Proposal Content and Format

The City prefers clear and concise Proposals without excessive or irrelevant information. To ensure submission of a complete and responsive Proposal, Respondents are encouraged to include the content and use the format described in the following subsections.

4.5.1 Cover Letter

- a. Proponent shall include a cover letter limited to 2 pages. Submit a letter on your company letterhead addressing the SOQ and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the solicitation response, 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:

- The names, address, e-mail address and phone number of the key members of the firm's team.

- The mailing address, telephone number, and the name of the main point of contact for the firm’s team.
 - A summary of the consultant’s experience and qualifications as it pertains to this Solicitation’s Scope of Work and requirements, and the significant advantages to selecting the firm.
 - An acknowledgement of receiving any addendum(s) to the solicitation response document.
- b) Non-Collusion Affidavit (Appendix G) – Respondent must submit a signed and notarized 4 Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.

4.5.2 Qualifications Information

The City seeks information about potential Respondents to determine:

- Design-Build team organization and structure.
- History of meeting budgets and schedules.
- Specialized knowledge of similar projects and delivery method.
- Self-performance capabilities.
- Client references. – provide at least 3 projects in comparable size and scope as described in this solicitation.
- Design-Build team experience working together.
- Key personnel experience and project commitment.
- Basic financial and bonding capacity.
- Demonstrated commitment to quality.
- Ability to meet licensing requirements and insurance requirements.

Respondents shall delineate Key Personnel positions committed to the Project as well as an organizational chart for project team members and Key personnel.

Resumes are not included in the page count and shall be included as an exhibit to the Proposal.

4.5.3 Technical Proposal

The technical proposal shall

- a) Demonstrate the Respondent’s understanding of the RFP, describing how the Respondent intends to satisfy the requirements of the RFP and the Contract.
- b) Describe Respondent’s understanding of the project objectives and desired outcomes.
- c) Describe the Respondent’s intended approach toward providing the Scope of Services described in Section 3 of this RFP and otherwise achieving the City’s goals for the project.
- d) City review of work products is an essential part of the working relationship with the Design-Builder. Technical proposal shall describe communications methods and tools

- to facilitate City review of work products at key milestones to ensure that the completed Recharge Basins meet the City's requirements for performance and quality.
- e) Present the technical aspects of the proposed plan to complete the project. It shall contain sufficient technical information to convey a clear understanding of the Scope of Services and the proposed approach toward developing Recharge Basins design criteria for the City to ascertain the Respondent's ability to perform under Contract. Technical proposal shall explain the rationale behind the Respondent's intended approach to accomplish the project.
 - f) Describe Respondent's approach toward defining components of the Recharge Basins including but not limited to civil/site work, structural design, mechanical, electrical, SCADA, CMMS.
 - g) Detailed design and construction services, including approach to developing the design, cost model, preconstruction services, construction, start up and commissioning, and project closeout.
 - h) Detailed approach to evaluate the Feasibility Study and make any recommended changes.
 - i) Innovative ideas to reduce schedule, cost, improved O&M, enhance project performance, or other benefits.
 - j) Approach to Quality Control and Quality Assurance.
 - k) Understanding of site conditions.
 - l) Risk identification and mitigation plan.
 - m) Development of a definitive project schedule, clearly defining all major tasks, milestones, interdependencies, and critical path.
 - n) Approach to cost control through the use of early procurement and work packages.
 - o) Detailed internal and external communication plans.
 - p) Approach to managing cost escalation.
 - q) Approach to selecting and managing subconsultants and subcontractors.
 - r) Approach to cost control and change management.
 - s) Approach to operator engagement and training.
 - t) Procedures to develop the design, project management, QA/QC, permitting, key risk factors, and other services described in Section 3 as follows:
 - i. Procurement of equipment and materials separately from construction phase as necessary to achieve project delivery schedule.
 - ii. Integration with the City's SCADA system.
 - iii. Compliance with all permitting terms and conditions.
 - iv. Compliance with all environmental mitigation requirements if required.
 - v. Completion of all construction per the approved drawings and specifications.
 - vi. Site safety and security during construction including coordination of site visits.
 - vii. Completion of start-up and all required acceptance tests, SOP development, training, and including provision of chemicals during start-up.

- viii. Provision of an operations and maintenance (O&M) manual, as-built drawings and other project documentation in searchable Adobe Acrobat format; as-built drawings also provided on Mylar sheets and AutoCAD files.
- ix. Training of the City staff.
- x. Completion of the project within the bid Price and contract time and in accordance with all Contract requirements.
- u) Provide a definitive schedule for the project and a preliminary schedule, clearly defining all major tasks, milestones, and interdependencies. The schedule shall clearly identify all milestones (Section 3.2.8).
- v) Provide a single summary sheet which must indicate the proposed contract time for the project in calendar days from Notice to Proceed to the point of completion.

Technical proposal is limited to 40 single sided, 8-1/2" by 11" narrative pages excluding resumes, schedule, and stand-alone graphics, which may fold out to 11" by 17" in length. Modifications or changes to the pre-design made be recommended in the Proposal.

4.5.4 Fee Proposal

Respondent shall submit 3 paper copies and 1 electronic copy/USB of the fee proposal for the design and construction services in a separate sealed envelope together with the Proposal package.

A fee schedule shall define the names, job classifications, and billable hourly rates of all proposed team members including subcontractors that will perform services. The hourly rates shall incorporate costs of accounting, taxes, overhead, profit, subcontractor markups, and other administrative costs.

Fee proposal shall provide a detailed breakdown of the proposed services by subtask in accordance with the proposed Scope of Services (Section 3), including additional recommended subtasks at Respondent's discretion. The fee proposal shall identify the proposed labor hours for each subtask by job classification and the corresponding cost, labor hour and cost subtotals by subtask and task, and overall totals for all proposed services.

Fee proposal shall contain:

1. A lump sum price shall apply to the design components as described in the Scope of Services in Section 3 and elsewhere in this RFP.
2. A lump sum fee for the construction phase of the project expressed as a percentage of construction cost including overhead and profit, necessary QA/QC, engineering, and environmental oversight/management.
3. A lump sum price for the construction costs for the Project.

Other components of the fee proposal shall include: a compensable delay daily rate; a construction phase engineering fee as a fixed percentage of construction cost; and a construction management fee as a fixed percentage of construction cost.

Fee proposal components are summarized in Table 4-1.

Table 4-1 Fee Proposal Components

Component	Description	Form
A	Engineering Price (including labor rates and hours)	Total dollar amount
B	Construction management fee (including overhead and profit)	Total Construction dollar amount & Percentage cost
C	Construction Price (including labor rates and hours)	Total dollar amount

4.5.5 Contract Bonds

The successful bidder will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of 100% and shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

4.5.6 References

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

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. Contact Person
- B. Telephone:
- C. Email Address:
- D. Description of Service
- E. Dates when service provided

4.5.7 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 Appendix K – Certification of Financial Condition

The Proponent deemed best evaluated and which the City intends to enter into a contract will 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.

*****END OF SECTION*****

SECTION 5 PROPOSAL EVALUATION

5.1 General

The City's Professional Service Selection Committee (PSSC) will evaluate the Proposals with due consideration for schedule, cost, and quality factors as listed below. The PSSC will balance schedule, cost, and quality considerations in determining the preferred Qualified Respondent with whom to negotiate the Contract.

The purpose of this Section 5 is to give Respondents a general indication of the Proposal evaluation criteria. The respondents will be evaluated based on the following criteria, which are listed in relative order of importance:

- | | |
|--|-----|
| A. Qualification/Experience/Capabilities | |
| o Design/Builder | 25% |
| o Key Personnel | 25% |
| B. Project Approach and Schedule | 20% |
| C. Organization, Management and Safety | 15% |
| D. Cost Proposal | 15% |

The PSSC may in its sole discretion issue a written request for clarification to some or all Respondents for the purpose of clarifying any ambiguities in the Proposal(s) and additional information which the PSSC deems necessary to complete the Proposal evaluation. Furthermore, the PSSC may in its sole discretion conduct additional due diligence investigations as regards any information contained in the Proposals. Confidential Interviews may also be conducted if the PSSC deems they are necessary.

5.2 Proposal Evaluation Criteria

The following Proposal evaluation criteria will apply. The respondents are encouraged to consider the listed criteria in preparing their Proposals.

Proposal evaluation criteria include but are not limited to:

- Respondent/team qualifications. The City is interested in the project staff members who demonstrate:
 - o Qualifications and experience with design, construction, and operation of groundwater recharge systems.
 - o Collaborative project delivery.

- Technical qualifications
- Financial qualifications
- Conformance to RFP requirements, clarity, and completeness
- Respondent's ability to provide the required service.
- Respondent's knowledge and understanding of City goals and expectations for the design, construction, and operation of the recharge basin(s)
- Respondent's approach toward developing design criteria, defining the Recharge Basins performance, and performing construction.
- Respondent's approach and Scope of Services for execution of project in consideration of schedule, cost, environmental, regulatory, and other technical and non-technical issues
- Respondent's knowledge and understanding of potential hurdles in successfully executing the project and strategies to overcome such hurdles.
- Respondent's proposed costs, fees, contract time, and schedules
- Respondent's acceptance of sample Contract terms and conditions as provided in Exhibit 1.
- Provide details on your firm's safety program, assigned safety personnel, etc.

5.3 Proposal Evaluation Process and Schedule

The PSSC will review and evaluate the Proposals to determine the preferred Respondent for Contract negotiations based on the evaluation criteria. If negotiations fail, the City will terminate negotiations with the preferred Qualified Respondent and negotiate with the next preferred Respondent.

Proposal evaluation will commence the business day after the Submission Due Date and Time and conclude within approximately two weeks unless the PSSC in its sole discretion extends the schedule to request clarifications or conduct additional due diligence.

It is anticipated the PSSC will conduct at least one half-day workshop to evaluate the Proposals, after individually reviewing the information, to share opinions and achieve consensus as regards the identification of a preferred Respondent as well as any issues of concern to address during Contract negotiations. The PSSC also may choose to call upon or visit a reference project(s) and may require in-person presentation(s) by Respondent(s) to gain a better understanding of the Proposal(s) and to address any issues of concern.

*****END OF SECTION*****

SECTION 6 CITY REQUIREMENTS

6.1 CITY RESPONSIBILITIES

The City will provide all readily available plans, 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 INSURANCE REQUIREMENTS

Proponent at Proponent'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 the insurance requirements listed in attached Exhibit 1.

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

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

The Proponent shall assert that these insurance requirements will be met as part of their proposal response. Failure to comply with these insurance requirements may result in

a proposal being deemed unresponsive. Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.

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

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 PROTEST POLICY

Protest and Appeal Procedures. To maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

6.8.1. Protest Procedure

6.8.1.1 All protests must be in writing and stated as a formal protest.

6.8.1.2 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.

6.8.1.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.

6.8.1.4 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.

6.8.1.5 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.

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

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

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

6.8.2. Protest Review

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

6.8.2.2 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.

- 6.8.2.3 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.
- 6.8.2.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 6.8.2.5 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.
- 6.8.2.6 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).
- 6.8.2.7 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.

*****END OF SECTION*****

APPENDIX A

Definitions

City (COS): The City of Stockton, California

Contract: The legal agreement executed between the City and the Contractor/Contractor.

Contractor: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Design-Build: A construction project delivery method that combines architectural and engineering design services with construction performance under one contract.

May: Indicates something that is not mandatory but permissible.

Proponent: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

APPENDIX B

QA/QC

PROJECT QUALITY CONTROL (QC) PROGRAM

Contractor shall be responsible for QA/QC.

Contractor shall employ and pay for the services of an independent testing laboratory and inspector to perform QA/QC inspections, and tests during the project. The Contractor shall be responsible for any additional testing and inspection if any component fails to meet quality assurance requirements, and additional inspection, testing or approvals are necessary.

APPENDIX C

Feasibility Study / Pre-Design

See Exhibit 3

See Exhibit 4

APPENDIX E

SB 854 Requirements

Senate Bill 854, signed into law June 20, 2014, became effectively immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. This is a DIR fee paid to the State. The District will not register a contractor, nor collect funds.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000, applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered

Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds. For a more detailed explanation of public works projects, refer to California Labor Code 1720 - 1720.6.

This memo is being sent to all vendors currently contracted with the District's Plant Operations and/or Construction Department. What are we asking you to do? If the services you are providing the District, or may provide the District in the future, fall under the definition of "public works", please ensure you are registered with the DIR prior to March 1, 2015. Effective immediately, the District will be required to fill out a form alerting the DIR of the services you are providing the District. Detailed information is required to complete this form. If the services you are currently providing the District fall under "public works" you may be asked to provide information needed to complete the DIR form. We ask that you complete this in a timely manner to avoid interruption in the services you are providing.

More information can be found at The Department of Industrial Relations website; <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. If you have questions regarding the internal procedures for Clovis Unified School District, as they relate to this new statute, please contact the Facilities Services Division to have your call routed appropriately; (559) 327-9260.

APPENDIX F

Insurance

See Exhibit 2

APPENDIX G

Non-Collusion Affidavit

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

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

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

(Signature Individual Proponent)

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

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

Seal _____

Signature _____

No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

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

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

(Signature Corporation Proponent)

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

Seal _____

Signature _____

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 _____

APPENDIX H

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 have submitted all required information and documents.
3. They will enter into contract negotiations and furnish the services specified.
4. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
5. They have reviewed all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
6. 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

NAME OF AUTHORIZED PERSON

TITLE

PHONE NUMBER

EMAIL ADDRESS

SIGNATURE

DATE

APPENDIX I

Proponent's Fee Schedule

	Description	Total Cost
1.	<p>Engineering Price (including labor rates and hours)</p> <p>Provide a breakdown of all costs associated with the fee provided.</p>	\$ _____
2.	<p>Construction management fee (including overhead and profit)</p> <p>Percentage of Cost</p> <p>Provide a breakdown of all costs associated with the fee provided.</p>	\$ _____ _____ %
3.	<p>Construction Price (including labor rates and hours)</p> <p>Provide a breakdown of all costs associated with the fee provided.</p>	\$ _____
4.	Grand Total	\$ _____

APPENDIX J

AGENCY REFERENCE FORM

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

LIST OF REFERENCES

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	

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	

APPENDIX K

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 _____