

# CITY OF STOCKTON



## REQUEST FOR PROPOSALS (RFP) PUR 24-030 CONSULTANT FOR THE DEVELOPMENT OF A NEW COMPREHENSIVE CLIMATE ACTION AND ADAPTATION PLAN

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM (PST),  
THURSDAY, APRIL, 18, 2024; IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR,  
CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202

## REQUEST FOR PROPOSALS (RFP)

*\*Dates and Times are Subject to Change\**

<b>RFP INFORMATION</b>	
<b>PUR-24-030</b>	
Contact	Josh Mireles
Email Address	<a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a>
Pre-Submittal Meeting	TBD
MANDATORY/OPTIONAL Site Tour	There is no site tour for this solicitation
RFP Submittal Electronic Mail	<a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
Due Date for Questions and Clarifications	April 2, 2024 ; 2:00 pm(PST)
Due Date for Response to Questions/Clarifications	April 9, 2024
RFP Submittal Due Date & Time	April 18, 2024; 2:00 pm  Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Short-List Interviews (if applicable)	TBD
Notification of Intent to Award	TBD
Anticipated Date for Council Approval	TBD

## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, April 18, 2024 at 2:00 pm (PST)** by the City of Stockton, California for Consultant for the Development of a new Comprehensive Climate Action & Adaptation Plan – PUR 24-030, 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 to the City. The City is seeking a consultant to help the City develop and create a new Comprehensive Climate Action & Adaptation 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](http://www.stocktonca.gov/adminbid).** Proposals must be electronically delivered to [city.clerk@stocktonca.gov](mailto: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 Josh Mireles at [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov) or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

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## 1.0 BACKGROUND/SUMMARY

The City of Stockton (City) through its Environmental & Sustainability Division, is seeking a Consultant or Consultant Team (Consultant), hereafter to be referred to as Proponent, to provide environmental planning services related to the development of a city-wide Comprehensive Climate Action and Adaptation Plan (CCAAP). The CCAAP will serve as a comprehensive strategy for addressing climate change in Stockton, including the greater Stockton Metropolitan Statistical Area (MSA) with the goal of further reducing greenhouse gas emissions by 2050 and preparing Stockton MSA for the unavoidable impacts of climate change.

The objective of the Comprehensive Climate Action and Adaptation Plan (CCAAP) is to create a new comprehensive strategy replacing the City of Stockton's 2014 Climate Action Plan (CAP) through the development of climate resilient projects and prepare communities for future funding opportunities that align with the City's objectives. With the new CCAAP, the City of Stockton intends to organize efforts to identify new strategic measures to improve public health, environmental efficiency, air quality, and lessen the impact of commercial and residential operations through environmental planning activities and measures which will examine GHG reduction progress and respond to current climate impacts. The development of a new Comprehensive Climate Action & Adaptation Plan for post 2020 will also evaluate the effectiveness of past actions to evolve future for: Garbage Truck Operations; Organic Waste Processing; Wastewater Treatment; Upgraded Regional Wastewater Control Facility; Installation of Solar Lights; Economic Development.

In 2008, the City of Stockton entered into a Memorandum of Agreement (Settlement Agreement) with the California Attorney General's Office and the Sierra Club to address potential impacts of the 2035 General Plan adopted in 2007. In 2014 the City Council adopted the Stockton Climate Action Plan (CAP) and implemented strategies from 2014-2020. The CAP outlines public and private efforts to reduce Greenhouse Gas (GHG) emissions of the 2005 baseline year by 15% by 2020. The City of Stockton has implemented all phases of the 2014 CAP plan with Phase 3 actions completed in 2020 and since then the 2014 CAP has not been updated to reflect current legislation or State GHG reduction goals.

### **Project Objectives, Plan Content and Structure**

To develop a strategic Comprehensive Climate Action and Adaptation Plan (CCAAP) which will serve as the framework for GHG reduction and current climate impacts for the City of Stockton and the Stockton MSA. The process will engage a diverse group of stakeholders and the City will work closely with the consultant to administer and facilitate this effort.

The goal of the CCAAP is to identify the highest priority and most feasible solutions to ensure alignment with Stockton's long-term climate goals. The plan will be structured to

address actionable solutions for emissions reduction and improved resilience to climate change.

The City expects the plan will include individual and integrated solutions. These solutions will be developed through an assessment of the stakeholders which include, the Climate Action Plan Advisory Committee, inter agency departments, municipal partners, residents of the community, city non-profit partners, businesses, local and regional government.

The City expects the plan to include policies, programs, and/or resources outside of Stockton, for example at the state level, for which the City of Stockton can be an advocate.

The City expects that the plan will identify a timeline of steps, costs, and potential funding mechanisms for implementation of priority solutions.

The City also expects that the plan will include individual and integrated strategies and solutions that will positively impact the Stockton metropolitan statistical area (MSA) which includes Lodi, Lathrop, Manteca and Tracy.

The City encourages Proponents to think creatively about their approach and welcomes recommendations for additional ways of achieving the project goals.

## 2.0 SCOPE OF SERVICES

The Proponent shall assemble a team that can provide technical expertise in all the topics and tasks identified in the project scope. The Proponent shall have the ability to adjust its team and workloads as the project develops.

The Proponent shall engage with stakeholder groups identified in the project scope and others. Shalilah Bess, Program Manager III and Grant Kirkpatrick, Environmental & Sustainability Officer, will serve as the main points of contact for the City of Stockton and will assist in coordinating meetings with other City of Stockton staff, committees, and community groups.

The specific tasks for an individual project will be authorized through a separate Professional Service Agreement prepared prior to the start of work, which will include a timeline and compensation for such services.

The Proponent shall provide comprehensive consulting services including, but not limited to, the following:

### 2.1 Project Start-Up Meeting

Proponent shall conduct a project start-up meeting with the City to review goals, work plan and schedule. The following items shall be addressed:

2.1.1 Define the roles and responsibilities of the Proponent, non-profit partner(s) and the City, and finalize the vision for the planning process.

2.1.2 Establish methods for communication, coordination, and other administrative items.

- 2.1.3 Review grant requirements and deliverables.
- 2.1.4 Finalize the schedule as needed based on information and timeline for executing grant and deliverables.
- 2.1.5 Identify key stakeholders.
- 2.1.6 Discuss key elements of the community participation efforts to build community capacity for participation.

## **2.2 Project Collaboration Meetings**

- 2.2.1 Proponent shall prepare for, facilitate, and meet with City throughout the process, including regular collaboration meetings in-person or virtual with the City's Climate Pollution Reduction Committee, inter agency departments, and municipal partners to identify and finalize goals and review progress and findings.
- 2.2.2 Proponent shall be available for regular phone calls, emails, and face-to-face meetings with City staff on an as needed basis.
- 2.2.3 Proponent shall prepare and keep meeting notes detailing a summary of each meeting. Consultant shall email a copy of these notes to the City within (3) days of the meeting date.

## **2.3 Baseline Assessment & Goal Setting**

- 2.3.1 Proponent shall complete a thorough baseline assessment and evaluation of the City of Stockton's existing/previous plans, policies, resources. This work may include, but is not limited to the following:
  - 2.3.1.1 City of Stockton 2014 Climate Action Plan.
  - 2.3.1.2 City's General Plan 2040.
  - 2.3.1.3 2008 Settlement Agreement with the Attorney General of California, and the Sierra Club (Settlement Agreement).
  - 2.3.1.4 Cultural resource maps and assessments.
- 2.3.2 Proponent shall review underlying data to identify any gaps within policies an reports that have direct climate or sustainability value relevant to Stockton MSA.

## **2.4 Stakeholder & Community Engagement Plan**

Proponent shall perform community-at-large workshops, community events, online surveys, and updates to fully understand potential climate impacts, vulnerabilities, and strengths and to determine the status of efforts to address these through the development of a stakeholder engagement plan.



- 2.4.1 Proponent shall facilitate at least three **(3)** collaboration meetings in-person or virtual to work with City staff and non-profit partner(s) to prepare and facilitate a Community Engagement Plan (CEP) tailored specifically to this project that seeks to involve all members of the community leveraging existing efforts and organizations in collaboration with the City's non-profit partners. This task includes the following sub tasks:
- 2.4.2 Proponent shall prepare the following information that will be used at stakeholder meetings, public meetings and on the project website.
  - 2.4.2.1 Agendas, meeting notices, materials, and summaries.
  - 2.4.2.2 Presentation materials including PowerPoint presentations, maps, illustrations/ graphics to be used in project communications.
  - 2.4.2.3 Objectives, goals, and formats for each meeting/event, including tentative schedules and prospective locations of all public meetings.
  - 2.4.2.4 Timeline for execution of communication/marketing tactics.
  - 2.4.2.5 Coordination with City staff to identify key stakeholders. (i.e. Public Works, Municipal Utilities District, Community Development Department, Economic Development Department).
  - 2.4.2.6 Working with City staff and non-profit partners to develop specific communication/marketing tactics to drive meeting attendance, public participation, and robust community engagement. This includes press releases for submittal to local media with carefully crafted messages, including proposed quotations to be attributed to key staff and officials.
    - 2.4.2.6.1 Acceptable outreach methods include social media, community meetings, email, and surveys.
- 2.4.3 Upon request from the City, the Proponent shall develop a project website tailored specifically to this planning effort. This will allow the public to access project information and participate in on-line surveys.
- 2.4.4 Proponent shall use a combination of invitational meetings and "open house" meetings.
  - 2.4.4.1 Proponent shall work with City staff and non-profit partner(s) to determine the appropriate locations and make the necessary arrangements to accommodate special physical or language translation needs. These special language needs may include but are not limited to Spanish and/or sign language interpreters for those who may attend the meeting.

- 2.4.5 Proponent shall schedule informal interview early in the planning process to listen to their thoughts on the areas, opportunities, and challenges. Consultant shall:
- 2.4.5.1 Meet with residents and homeowners.
  - 2.4.5.2 Meet with local schools, educational organizations, youth group representatives and local after-school program leaders.
  - 2.4.5.3 Meet with environmental and social justice groups, urban farmers, local food co-ops, public health advocates and community engagement groups.
  - 2.4.5.4 Meet with staff from Stockton MSA municipal partners such as Lodi, Lathrop, Manteca, and Tracy.
  - 2.4.5.5 Meet with staff from agencies such as the San Joaquin Council of Governments (SJCOG), the Regional Climate Collaborative (RCC), San Joaquin Area Flood Control Agency (SJAFCA), FEMA, Planning Commission, San Joaquin Air Pollution Control District (SJAPCD); and City departments such as Public Works, Municipal Utilities District, Community Development Department and Economic Development Department.
  - 2.4.5.6 Meet with potential public/private partnerships such as non-profit organizations, businesses, government agencies, partner organizations and other critical stakeholders who are vital to the success of the consultant led plan.
- 2.4.6 Proponent shall establish a 'Review of Authority to Implement' and include a summary of the process in the Priority and Comprehensive plan.

## **2.5 Community Workshops**

Proponent shall host a series of Community Workshops for input on identifying climate action strategies.

- 2.5.1 During the development of the climate vulnerability assessment the Proponent shall work with non-profit partner(s) in publishing a community survey for additional input on climate action strategies that have direct sustainability value. The goal is to reach at least 500 residents via meeting attendance and/or completing a survey.
- 2.5.2 During the creation of the comprehensive climate action plan, the goal is to engage at least 50,000 residents via mail, email, or in-person to solicit feedback on CAP strategies and priorities. Including the goal of engaging at least 2,000 residents to attend a meeting and/or responding to a survey during the creation of the final plan.

- 2.5.3 Proponent shall provide the City with a written summary for each workshop. The summary shall be emailed to the City in PDF form no later than three (3) business days after each workshop.
- 2.5.4 Upon request from the City, Proponent shall provide presentation materials and support City staff with presenting the CAAP to the City Council.

## **2.6 Climate Vulnerability Assessment & Risk Assessment**

Proponent shall conduct a climate vulnerability assessment in review of existing climate vulnerability data and reports and provide the City with a Climate Vulnerability Assessment Report which describes the degree to which natural, built and human systems are at risk of exposure to climate change impacts, documenting the top areas of need based on findings.

- 2.6.1 Proponent shall provide a climate vulnerability assessment or suite of assessments that identifies and characterizes the climate hazards and other climate effects faced by the community and Stockton, including identification of exposure and sensitivity to climate hazards, assessment of potential impact and adaptive capacity, and then identification of vulnerability to climate impacts, including social conditions.

- 2.6.1.1 Proponent must use at least two (2) of the tools from the list below, among other tools and resources to identify Stockton climate vulnerable communities:

CalEnviroScreen 4.0 (CES); California Health Places Index (HPI); Climate Change & Health Vulnerability Indicators for California (CCHVI); Access and Functional Needs (AFN) Web Map; The Social Vulnerability Scores from the Federal Emergency Management Agency's (FEMA) National Risk Index.

- 2.6.2 Proponent shall analyze Vehicles Miles Traveled (VMT) to establish best management practices BMP's and strategic planning initiatives to reduce per capita VMT.
    - 2.6.3 Proponent shall analyze the Transit Plan and evaluate current strategies for the development of best management practices BMP's.
    - 2.6.4 Proponent shall provide a risk assessment that includes information of previous occurrences of hazard events and the probability of future hazard events, and an overall summary of each hazard and its impact on a community, housing and mobile homes, and critical infrastructure.

## **2.7 GHG Inventory, Emissions Projections & Measures**

- 2.7.1 GHG Inventory: Proponent shall analyze and provide inventory of Stockton & the Stockton MSA GHGs covered by the AB 32 categories through the

examination of emissions associated within eight sectors responsible for emitting and absorbing GHG (building, energy use, transportation and land use, waste generation, water consumption, wastewater treatment, urban forestry, high global warming potential GHGs and off-road vehicles). These data will reflect annual emissions by sector and subsector through 2022.

2.7.2 GHG Emissions Projections: Proponent shall refer to methods used in the Stockton's 2014 Climate Action Plan to assess GHG emissions to develop a business as usual (BAU) scenario to determine 2050 emissions projections based on expected growth in City/ MSA population, employment, and housing.

2.7.3 GHG Reduction Targets: Proponent shall analyze GHG emissions reduction potential, adaptation, and other co-benefits of potential climate actions for the City of Stockton & Stockton MSA to develop and report on GHG reduction targets for 2050 with an interim emissions target in 2030.

2.7.4 Quantified GHG Reduction Measures: Proponent shall identify GHG reduction measures. Proponent shall utilize and update the measures listed in the 2014 Climate Action Plan as well as those in existing and forthcoming plans from across County and State agencies and as elevated in Stockton's planned stakeholder coordination. Proponent shall develop forecast modeling and assess the adequacy of previous measures. Particular attention will be paid to the actions and measures that are a priority for entities not otherwise involved in any other PCAP. In addition, actions and measures included will be those that best achieve the most significant GHG reductions, the greatest reduction of co-pollutants, the greatest benefit to low-income and disadvantaged communities, address existing environmental and health inequities, are cost effective, technologically feasible, support a growing workforce, and more.

## **2.8 Benefits Analysis**

2.8.1 Proponent shall analyze inputs of the quantified emissions reductions measures to provide an in-depth analysis that will look at a range of costs and benefits associated with the complete set of climate action measures. These will rely on several health and economic models and will include assessments of the health impacts of reduced air pollution and toxins, the direct technology cost and fuel savings, costs and benefits experienced by households and across the economy.

## **2.9 Low Income/ Disadvantage Communities Benefits Analysis**

The Proponent shall provide a Low Income/ Disadvantage Communities Benefits Analysis to be included in the Comprehensive Climate Action Plan.

- 2.9.1 Proponent shall perform a thorough assessment and analysis using past and current data to understand how climate change impacts affect low income/disadvantaged communities the most, to inform the priority climate action plan on measures that will provide the highest impact. The Consultant will perform a Climate Impact Study (CIS) which includes the projected economic impacts of climate change on human welfare across eight sectors (building, energy use, transportation and land use, waste generation, water consumption, wastewater treatment, urban forestry, high global warming potential GHGs and off-road vehicles).

## **2.10 Workforce Planning Analysis**

The Proponent shall work with City departments to perform an assessment of how existing workforce programs and efforts are filling gaps in the growing clean technology and clean energy labor markets, as well as the needs of workers for training and high-quality opportunities in these sectors.

- 2.10.1 Proponent shall perform an assessment of jobs created because of the CCAAP measures, sector by sector.

## **2.11 Action Identification & Prioritization**

Proponent shall identify integrated climate adaptation and mitigation solutions to develop tailored actions for the City of Stockton & the Stockton MSA based on the prior Settlement Agreement, Climate Vulnerability Assessment, input and collaboration with City and stakeholders, feedback gathered from the Community Workshops and best practices.

- 2.11.1 Proponent shall conduct research into the best innovative and emerging practices other communities are taking.
- 2.11.2 Proponent shall, based on ideas generated and feedback received, refine the list of potential climate mitigation and adaptation strategies. This list will then be used as the foundation for the prioritized actions.
- 2.11.3 Proponent shall host a meeting with sustainability staff, stakeholders, and non-profit partner(s) to discuss the potential list of climate actions and identify additional actions.
- 2.11.4 Proponent shall host a community workshop or series in collaboration with the non-profit partner(s) to discuss potential climate mitigation and adaptation actions and identify new actions.
- 2.11.5 Proponent shall create and implement a process for prioritization of climate actions to include in the Priority Climate Action Plan.

## **2.12 Draft Plan Development (Priority Climate Action Plan)**

Proponent shall prepare a Priority Climate Action Plan (PCAP) which will serve as a draft of the final Comprehensive Climate Action & Adaptation Plan (CCAAP). The PCAP shall include a compilation of data from the following previous tasks:

- 2.12.1 GHG Inventory: Updated annual inventory of GHGs covered by AB 32 categories to reflect annual emissions by sector and subsector through 2022.
- 2.12.3 Quantified GHG Reduction Measures: Compile all input received and create a master list of all prioritized actions. These actions must be categorized separately for adaptation and mitigation.
- 2.12.4 Benefits Analysis: Identify costs, benefits, timeline to implementation, barriers, etc. for the list of potential climate actions.
- 2.12.5 Low Income/Disadvantaged Communities Benefits Analysis: Assessment on how climate change impacts affect low income/disadvantaged communities.
- 2.12.6 Review of Authority: Create and implement a process and framework to evaluate the refined list of actions.
- 2.12.7 Stakeholder Engagement Activities: Organize and host a series of community workshops to discuss the action prioritization process and finalize the list of actions for inclusion in the final CCAAP.
- 2.12.8 Prepare for and host a series of meetings with the Climate Action Plan Advisory Committee to discuss the action prioritization process and finalize the list of actions for inclusion in the final CCAAP.

### **2.13 Implementation Plan Development**

The Proponent shall develop an implementation plan for priority climate actions which includes the following:

- 2.13.1 Identify all components of the implementation plan, including steps, costs estimate to implement, financial resources needed, and equity consideration.
- 2.13.2 Create a draft implementation plan for all the prioritized actions. Share draft with Climate Action Plan Advisory Committee, municipal partners, intergovernmental agencies, and non-profit partners.
- 2.13.3 Based on feedback, revise implementation plan for all prioritized actions.
- 2.13.4 Design and set up tools (preferably online) for monitoring and evaluating progress towards goals, while also allowing for community engagement.

- 2.13.5 Lead a meeting with the Climate Action Plan Advisory Committee & stakeholders to discuss the potential list of climate actions and identify additional actions.
- 2.13.6 Launch online engagement to ensure stakeholders have a continuous way to engage with the development of the CCAAP.

## **2.14 Final Plan Development**

Upon conclusion of the action prioritization activities and after the list of actions has been finalized, Proponent shall compile all communication and report materials, including graphics, web content, plan documents, and presentations for the final Comprehensive Climate Action & Adaptation Plan (CCAAP). The Proponent shall compile and analyze data from all tasks of the project and prepare a CCAAP that is accessible and useful to the public. This CCAAP will be the final plan and must include the following:

- 2.14.1 Description of the planning process.
- 2.14.2 GHG Inventory Analysis
- 2.14.3 GHG Emissions Projections
- 2.14.4 GHG Reduction Targets
- 2.14.5 Quantified GHG Reduction Measures: Description of priority climate solutions distinguishing between adaptation and mitigation measures, including a clear set of actions with implementation details and metrics to measure progress.
- 2.14.6 Benefits Analysis
- 2.14.7 Low Income/Disadvantaged Communities Benefits Analysis
- 2.14.8 Review of Authority to Implement
- 2.14.9 Leverage/and Intersection with other Funding
- 2.14.10 Workforce Planning Analysis
- 2.14.11 Stakeholder Engagement Activities: Description of community engagement strategies for implementing the CCAAP.
- 2.14.12 Share draft plan with the Climate Action Plan Advisory Committee, City staff, key stakeholders, municipal partners, non-profit partners for review and comment.
- 2.14.13 Share draft plan with the public online, through social media, and through outreach with individuals that have attended various engagement events hosted as part of the project, for review and comment.

- 2.14.14 Check CCAAP for alignment with other City of Stockton plans; identify any misalignments.
- 2.14.15 Revise the CCAAP based on feedback.
- 2.14.16 Share revised version with Climate Action Plan Advisory Committee and City staff for additional round of review.
- 2.14.17 Finalize CCAAP based on feedback received.
- 2.14.18 Design final Comprehensive Climate Action & Adaptation Plan, ensuring it is well-organized graphically pleasing, and user friendly.
- 2.14.19 Organize and host a public event to introduce the final CCAAP and discuss the community's role in implementation.
- 2.14.20 Present the final plan for approval and adoption by the Stockton City Council.

## **2.15 STATUS REPORT**

Proponent shall prepare at least two (2) status reports on progress in implementing the policies, strategies and measures identified in the final CCAAP. The status report timing will be finalized upon contract award. Proponent shall allow at least two (2) weeks prior to the agreed internal deadline for preparation of City Council meeting packets. This shall include an electronic copy, a web-ready version and an MS PowerPoint presentation summarizing the key elements of the project status. The status reports shall include but not limited to the following:

- 2.15.1 The implementation status of the quantified GHG reduction measures included in the final plan.
- 2.15.2 Any relevant updated analyses or projections supporting the final plan implementation. Including updates to emissions analyses, GHG reduction measures, or other items as needed to reflect recent and forecasted changes in programs and emissions at the time the Status Report is prepared.
- 2.15.3 Next steps and future budget/staffing needs to continue implementation of the final plan.

## **2.16 ADD ALTERNATE #1 – BUILDING ENERGY ASSESSMENTS, ENERGY AUDITS, & BUILDING UPGRADES**

The City of Stockton would like to address the energy burden and underinvested areas within its government offices.

Proponent shall provide a separate cost line item to perform energy efficiency assessments and audits of critical municipal facilities owned by the City of Stockton. The audit shall include a written report identifying potential energy saving opportunities



including the technical and financial information required to fully evaluate and approve energy efficiency, electrification, and grid interactivity retrofits for the improvement of energy performance and operational costs of building assets including heating, cooling and ventilation systems and equipment, lighting and control systems, and the building envelope, while improving occupant control.

The City has proposed the following City owned facilities ranked by priority:

2.16.1 Tier 1:

2.16.1.2 New City Hall

2.16.1.3 Emergency Operation Center

2.16.1.4 Community Centers: Five (5) locations - Arnold Rue, Seifert, Stribley, Van Buskirk, Oak Park Senior

2.16.2 Tier 2:

2.16.2.1 Libraries: Eight (8) locations – Angelou, Arnold Rue, Cesar Chavez, Fair Oaks, Troke, Van Buskirk, Weston Ranch

2.16.2.2 Fire Stations: Fourteen (14) locations – Stations 01 thru 14

2.16.2.3 Police Department

### 3.0 MAJOR DELIVERABLES

3.01 Meeting agendas and facilitation notes.

3.02 On-site and/or virtual facilitation of staff, stakeholders, and public meetings

3.03 Weekly or bi-weekly progress updates meetings with relevant City staff.

3.04 Project timeline (updated as needed).

3.05 Organizational chart showing staff assignments and roles.

3.06 Draft goals and objectives **(within one (1) month of contract award)**

3.07 Public Engagement Plan

3.08 Climate Vulnerability Assessment

3.09 Graphics and info graphics for use on web and social media.

3.10 Community Communication materials

3.11 Community Workshop Summaries

3.12 Implementation Plan

- 3.13 Priority Climate Action Plan (**within nine (9) months of contract award**) with **separately identified adaptation and mitigation measures**.
- 3.14 Final Comprehensive Climate Action Plan (CCAP), including an Executive Summary that is user-friendly, graphically pleasing, and well organized in PDF and preferably in an editable format (i.e. Word or PowerPoint). (**within two (2) years of contract award**).
- 3.15 PowerPoint presentation summarizing the plan with graphics, statistics, etc. that match the final CCAAP.
- 3.16 Other administrative, research, analysis and communication tasks determined in the project kick-off.
- 3.17 Two (2) Status Reports

### 3.1 PROPONENT CAPABILITIES

Desired Proponent Capabilities include:

- Technical ability to analyze potential GHG reductions.
- Technical ability to perform climate vulnerability analysis.
- Experience with tactical implementation of climate action plans.
- Ability to independently find new data and combine with existing data and GHG analysis.
- Ability to develop transformational plans with bold, implementable ideas.
- Experience with communities of similar demographics.
- Experience with and knowledge of communities pursuing revitalization.

### 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](mailto:city.clerk@stocktonca.gov). Proposal fee, use Exhibit 1; shall be submitted as a separate electronic file from submitted proposal.

- 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 shall 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. The names of the key members of the Proponent team;
- B. The mailing address, telephone number, and the name of the main point of contact for the Proponent team;
- C. 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;
- D. An acknowledgement of receiving any addendum(s) to the solicitation document.
- E. Indicate that the proposal and all its contents, including fee proposal, are valid for a period of 120 days.

#### 4.3 REFERENCES

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

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

- A. Name of the Agency or Firm
- B. Location of the Project
- C. Name, title, and contact information for the client.
- D. Description of Services

## E. Dates 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 E – 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.

### 4.5 CORPORATE STRUCTURE, ORGANIZATION

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

### 4.6 PROPOSAL FEE Exhibit 1

Proponent must submit a signed proposal fee under separate electronic file. Do not include with the technical proposal response. Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.

## 5.0 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.

Proposals shall be evaluated according to; demonstrated understanding of tasks required, technical approach to specified operations, qualifications of staff, experience of company, demonstrated knowledge of best practices for identified scope, financial business strength and fee schedule proposal. Proper format and demonstrated experience will merit consideration.

To that end, the Panel will evaluate the proposals based on the following criteria:

1. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule - completed and signed under separate, sealed cover;
4. Proponent's Covenant;
5. Non-Collusion Affidavit;
6. References – Attachment D
7. Submitted and signed Addendums;
8. Financial – Certification of Financial Condition – Use Attachment E;
9. Interview/Presentation, if applicable; and

## 6.0 CITY REQUIREMENTS

### 6.1 CITY RESPONSIBILITIES

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

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

### 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

There will be no pre-submittal meeting for this solicitation.

### 6.4 TERM

The City intends to award an initial three (3) year contract with the option to renew for up to two (2) year options.

### 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, 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 of the insurance requirements listed in attached Exhibit 2.

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 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.11.3 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.
- 6.11.4 Protests must be filed with the City's Chief Financial Officer, or designee, not later than five (5) days after the date the City mails and or posts on the City's Bid Flash platform, the Letter of Intent to Award.
- 6.11.5 Deliveries of the protest by hand, mail, email are acceptable.
- 6.11.6 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines

### 6.11.B Protest Review

- 6.11.1 The Chief Financial Officer or designee shall respond in writing to material issue raised in the protest within thirty (30) days of receipt of the protest letter.
- 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 decision has been made.
- 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.

## 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.
- E. 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, Bid Flash Platform. 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](http://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 the 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: JOSH MIRELES

PROCUREMENT DIVISION  
400 E MAIN, 3<sup>RD</sup> FLOOR  
STOCKTON, CA 95202  
[stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov)

Such request for clarifications/questions/answers shall be delivered to the City in accordance with the date identified on page *i* of 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](http://www.stocktonca.gov/adminbid) the date identified on page *i* of 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

- a. Any of the following may be considered cause to disqualify a Proponent without further consideration:
- b. Evidence of collusion among Proponents;
- c. Any attempt to improperly influence any member of the evaluation panel;
- d. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of Proponent's proposal/Proponent's bid submittal and considered non-responsive.
- e. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- f. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- g. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

#### 7.8 CONDITIONS IF WORK IS SUBCONTRACTED

The Proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed. Subcontractor use for any part of any contract resulting from this RFP requires prior written approval from the City authority before any subcontractor work may commence.

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 this 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

<b>PUR 24-030</b>	
<b>SUBMITTAL DUE: THURSDAY, APRIL 18, 2024 AT 2:00 PM(PST)</b>	
RFP Submittal Electronic Mail	<a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a>
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

## ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

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

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 AND PLACE IN THE FRONT OF YOUR PROPOSAL).
- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- ✓ Complete and sign a "Proponent's Fee Schedule" form, (under separate file).
- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatorem.
- ✓ Include your proposal, as outlined in these specifications.
- ✓ Submit one (1 ) electronic version of the proposal to the [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). Proposal fee shall be submitted as a separate electronic file from the submitted proposal.
- ✓ Review, print and sign all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and submit with proposal response.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov).

ATTACHMENT B- 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 and signed all clarifications/questions/answers on the City’s website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid).
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

---

FIRM

---

ADDRESS

---

SIGNED BY & DATE

---

TITLE OR AGENCY

---

PHONE/FAX NUMBER

---

EMAIL



ATTACHMENT C - NON-COLLUSION AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL PROPONENT

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 D – AGENCY REFERENCE FORM

**CITY OF STOCKTON  
RFP NO.: PUR 24-030**

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

<b>1. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
<b>2. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
<b>3. Agency or Firm Name:</b>	
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 E – 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 – Fee Schedule](#)

### 9.2 [Exhibit 2 – Insurance Requirements](#)

The Risk Services Division develops insurance requirements for all contracts for the City of Stockton. The Division also reviews and approves all bonds and evidence of insurance, including Certificates of Insurance and endorsements for all contracts. Examples include:

- Contracts - Constructions, Professional Services, Supplier, Lease
- Permits - Encroachment, Revocable, Street Closures, Block Parties
- Bonds - Performance, Maintenance, Labor and Materials
- Community Services – Special Events

This project is subject to Insurance Requirements for Consultant for Comprehensive Climate Action & Adaptation Plan.

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

[https://www.stocktonca.gov/services/claims\\_for\\_damages/insurance.php](https://www.stocktonca.gov/services/claims_for_damages/insurance.php)

### 9.3 [Exhibit 3 – Sample Contract](#)

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