

CITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 24-029 Public Safety Radio Communication Systems Maintenance Services

PROPOSALS WILL BE RECEIVED VIA EMAIL ONLY UNTIL THE HOUR OF 2:00 PM,
THURSDAY, APRIL 18, 2024 IN THE OFFICE OF THE CITY CLERK,
CITY.CLERK@STOCKTONCA.GOV

REQUEST FOR PROPOSALS (RFP)

Public Safety Radio Communication Systems Maintenance Services

SCHEDULE OF EVENTS

** Dates and times may be modified as deemed necessary by the City. Any alterations to the schedule will be communicated through the City's Bid Flash Platform. Respondents are responsible for regularly monitoring Bid Flash for any adjustments and updates.**

RFP INFORMATION	
PUR-24-029	
Contact	Procurement Division
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	There is no Pre-Submittal Meeting
MANDATORY/OPTIONAL Site Tour	There is no Site Tour
RFP Submittal Electronic Mail ONLY	Office of the City Clerk city.clerk@stocktonca.gov (if applicable)
Due Date for Questions and Clarifications	April 4, 2024; 2:00 PM
Due Date for Response to Questions/Clarifications	April 11, 2024
RFP Submittal Due Date & Time	April 18, 2024; 2:00PM Electronic Submissions ONLY
Short-List Interviews (if applicable)	TBD
Date for Notice of Intent to Award	TBD
Date of Contract Award	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 (local time)** by the City of Stockton, California for Public Safety Radio Communication Systems Maintenance Services– PUR 24-029 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 services for the City’s Radio Systems Maintenance. The City is seeking to create a five (5) year contract with a Proponent to furnish all services, parts and labor to support the City’s Public Safety Radio Communication Systems

Each proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be emailed to the 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/admindbid Proposals must be electronically delivered to city.clerk@stocktonca.gov. Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud.

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

For questions about this project, please contact Procurement Division at 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 owns and operates a radio communication system utilized by the Fire, Municipal Utilities (MUD), Police, and Public Works departments. The City recently implemented a major replacement of the radio infrastructure, from an outdated conventional radio system with 13 channels and ten (10) radio tower sites to a modern digital trunking radio system consolidated into five (5) trucking tower sites and two (2) microwave sites. The primary function of this system is for public safety, to ensure that police officers and firefighters have radio communication capabilities among individuals, vehicles, and dispatch/command centers. The City is currently contracting with Motorola Solutions Inc. who replaced the previous contract for Delta Wireless. This contract is set to expire in June 2024.

City of Stockton Information Technology Department invites qualified vendors to submit a proposal to provide Public Safety Radio Communication systems maintenance, repair, and engineering services for the entire City of Stockton public safety radio system, including any and all remote tower sites throughout the city.

Selection of the successful proponent shall be based on the best value for the performance of the services as outlined in the provided scope of work. There is no expressed or implied obligation for the City of Stockton Information Technology Department to reimburse responding proponents for any expenses incurred in preparing proposals in response to this request.

2.0 SCOPE OF SERVICES

The successful proponent shall furnish all services, parts, materials, and labor to support the operation of the City's public safety radio communications systems. The City requires a high level of "Systems Support". Integrating both voice and data subsystems requires extensive knowledge and experience in the Radio Frequency (RF) and information technology fields. The equipment and systems supported shall include a wide area RF analog and digital voice modulation, encryption, Public Safety mobile data infrastructure, PSAP consoles, digital microwave, fiber MUX, and CSU/DSU equipment. Parts and materials used shall be in accordance with the equipment manufacturer's recommendation and approved by the City. Manufacturers include but are not limited to Motorola, Adtran, David Clark, Juniper, Cisco, HP, AT&T, and Microwave Network Inc.

Radio maintenance services shall include all parts, labor, and travel required to repair and maintain the City-Wide Trunk Radio Communication System fixed, mobile and portable radios, bases, repeaters, Communication Center Radio System, microwave network, system monitoring with email notifications, and other related equipment that have become defective through normal wear and use. The Proponent shall include, but not be limited to, programming new equipment, updating codeplugs, and reprogramming all codeplugs for the mobile and portable radios and other related equipment. The proponent shall perform this service for a fixed annual fee, invoiced monthly, that the maintenance contract covers. Maintenance shall include at least one (1) annual preventative maintenance, and a report shall be submitted to the Police Department on equipment condition, with any recommendations if needed. The Proponent shall cover all listed equipment, servers, software, and related equipment. Any equipment replaced or removed from the system for disposal is the property of the City of Stockton and is not to leave the premises without written consent from the City.

Additionally, the successful Proponent shall perform the following:

- A. Installation of new systems will be an additional charge to the City and will be negotiated with the new system purchase. This includes mobile and portable units.
- B. Services shall be provided in accordance with the manufacturer's standard commercial practices and shall be performed at a location agreeable to the City. Motorola products must be installed and repaired per the Motorola R56 standards where applicable.
- C. Proponent shall only have the right to subcontract in whole or in part any service delivered to the City under this contract with prior approval of the City.
- D. All equipment shall be maintained at a level at least or equal to the maintenance specifications recommended by the manufacturer for the items on the equipment schedule. To support these tasks, the proponent must provide an authorized Motorola service and warranty center with component-level repair facilities staffed for "on-demand "Public Safety" services.
- E. Proponent shall maintain an adequate stock of service parts and components to ensure prompt maintenance and repair of the City's equipment schedule. The cost of the spare parts inventory shall be the proponents' responsibility.
- F. All parts and sub-assemblies proposed to be replaced by the proponent shall be replaced as recommended by the equipment manufacturer; however, substitutions may be proposed by the proponent and shall be subject to approval by the City's designated representative(s). The City's representative shall review items proposed for substitution for compliance with the manufacturer's specifications and field performance standards.
- G. Routine maintenance shall be available Monday through Friday, 8:00 a.m. – 5:00 p.m., excluding City holidays. Equipment removed from service for routine maintenance and found to require unusual downtime, extensive repair, or beyond repair shall be reported immediately to the City's designated representative. The list of the City's "Next Business Day Response Portable/Mobile Equipment" is found in with Exhibit 1 Fee Proposal.
- H. Proponent shall, at its sole cost and expense, provide an existing local facility with service vehicles and test equipment required for furnishing services. The City may inspect these assets throughout the contract period for compliance. The proponent's work within the City's facilities shall be confined to the area occupied by the operating equipment during its normal use, except as authorized by the City's designated representative(s).
- I. Emergency Service – In addition to regularly scheduled maintenance proponent shall meet the following criteria:

Provide emergency service three hundred sixty-five (365) days per year, twenty-four (24) hours per day, with thirty (30) minute response time as follows:

- Local service technicians shall be made available for emergency service at any time during the contract period. The City's designated representative(s) will direct the technicians.

- In case of an Emergency, the City's designated representative(s) will direct the contractor's technicians. The nature of the problem will determine the priority of service.
- The Proponent shall provide the means of contacting the emergency service technician (e.g., telephone, Cell phone, pager, etc.) or the designated technician on call.
- Base stations, repeaters, Communications Center Equipment, and key emergency vehicles require 24-hour emergency service. The list of "24/7 Response Backbone & Microwave Equipment can be found in Exhibit A Proposal Fee as Attachment B
- The Maintenance and repair service is intended to be a comprehensive service that includes all parts and labor. To ensure the quality of repair to the City's radio investment, on-site component-level repair is required. City equipment sent to repair depots will require City pre-approval. **See Exhibit '3'** - Equipment Site Locations for a list of equipment sites.

K. Proponent shall not make modifications of equipment unless specifically approved by the City's representative.

L. The proponent shall be responsible for notifying the City and complying with all agency requirements for licensing and permits required for the legal operation of the City's systems. At a minimum, the Proponents Systems Integrator shall possess an FCC Radio and Telephone license. The proponent shall possess a valid State of California Electrical Contractors license, required manufacturer certifications, and City business licenses. Any other application required to maintain valid licenses and permits now or in the future shall be the responsibility of the proponent.

M. Proponent's Employees assigned to the maintenance of City equipment shall hold technical Certificates and shall be required to pass a background investigation conducted by the City of Stockton Police Department. Successful proponent shall be responsible for all fees for background checks for each employee, including backup employees.

N. Proponent shall assign representatives to coordinate the performance of the proposed contract with the City's representative(s). The City's designated representative(s) shall be responsible for requesting scheduling, installations, modifications, equipment removals, and requests for service. The proponent shall staff and maintain experienced human resources to coordinate daily service, repairs, parts ordering, installations, equipment tracking, and problem resolution during the contract period. The proponent shall provide quarterly service statistics and inventory control, including equipment model and serial number, unit date-in/date-out, City asset number, unit description, repair ticket number, repair turn-time, units waiting for parts, and year-to-date equipment repaired log.

O. Any requests for service received by the proponent representative from other than the City's designated representative shall immediately be referred to the City's designated representative, who shall approve or obtain approval for the request prior to authorizing the proposer to perform the work requested.

P. Proponent shall provide the City with a 90-day written notice if going out of business.

1. MAINTENANCE STANDARDS

A. All equipment shall be maintained to the manufacturer's specifications. Motorola R56 standards shall be applied to all fixed equipment.

B. Exact manufacturer's replacement parts shall be used in the repair of radio equipment to the maximum extent practical.

C. Preventative maintenance shall be performed on a semi-annual basis on fixed equipment and shall include, as a minimum, the following:

- Physical inspection of equipment, housings, line kits, antennas, controls, microphones, and cables. Adjustments or corrections shall be made as required.
- Any oil, water, dust, and foreign substances shall be removed from the equipment.
- Measurement of transmit power output and adjustment to rated output as necessary.
- Measurement of the reflected power of the transmitter antenna system and any required correction or recommendation for necessary work.
- Measurement and any necessary adjustment of frequency and modulation, as often as required by the FCC.
- Measurement and any necessary adjustment of receiver sensitivity.
- Measurement and any necessary adjustment of CTCSS system.
- Any other corrective action necessary to bring equipment manufacturer's specifications.

D. Power output of all transmitters shall be maintained within 10% of the Manufacturer's Rated Output Power unless otherwise directed by the City or restricted by the Federal Communications Commission.

2. INSTALLATION STANDARDS

A. Equipment shall be securely mounted in such a manner as to prevent coming loose due to vibration.

B. All cables shall be neatly arranged and taped or tied, where necessary, and positioned in a manner to protect them from damage.

C. The antenna system shall be properly matched and tuned to provide optimum power output from the antenna.

D. The finished installation shall be checked physically and technically, and any corrective work shall be done.

E. The City shall give the Contractor at least two days' notice when requesting installation work unless emergency conditions exist, e.g., a vehicle accident.

F. System integrity is vital in a complex communication system, the City reserves the right to assess the qualifications of persons called upon to perform design, reconfiguration, and installation work on equipment included or added to this contract. The City's RF systems share various modes of wide-area interconnected transport. The proponent must have 24/7 access to qualified data and voice specialists to support this contract, which contains critical Public Safety voice and data circuits.

G. Fixed equipment installation must meet industry and/or Motorola R56 standards.

H. Programming shall be provided to restore the frequency configuration caused by unit failure and/or to support the servicing of the unit.

I. Category cable and VIP 1000 standard for voice and data cabling, cabling management, and cable terminations shall be installed and tested by a certified cabling technician with a State Contractor license.

J. RF coaxial antenna lines shall be terminated/connected by a certified RF installer.

3. ADDITIONAL SUPPORT, STANDARDS, PROFICIENCIES AND REQUIRED EXPERIENCE

A. Proponent must maintain the following status as a Motorola MSS, Motorola Warranty Repair Center, State of California Electrical Contractors License, and Computer Networking Certifications during the contract period.

B. Proponent shall work with telephone company personnel to identify the location of any malfunctions of leased lines. The proponent shall follow the telephone company's written reporting processes.

C. Proponent shall work with other equipment maintenance contractors who are under contract with the City for the maintenance of equipment and/or subsystems that are interconnected, interfaced, or associated with the City's RF systems or data systems. The maintenance Proponent must have more than one certified technician on staff with certification in the products listed below:

Product Training	Certificate Required
Motorola MCC7500 Console	YES
Motorola GTR 8000	YES
David Clark Equipment	YES
Adtran TSU 600/100	YES
Motorola ASTRO 25 Conventional Software	YES
Motorola ASTRO 25 Conventional Simulcast Software	YES
APCO and/or FCC-certified technicians	YES
State Contractors License	YES
Motorola M3 Core switch	YES
Motorola Astro 25 IV&D System Networking	YES

Motorola Astro 25 IV&D Trunked Systems	YES
Motorola Astro 25 Integrated Voice and Data	YES
Enhanced Telephone Interconnect	YES
Motorola CPS Programming and Template Building	YES
Motorola Astro 25 Radio System Management Applications	YES

In addition, proponent shall include a plan for measurement and maintenance of all systems and equipment, including but not limited to;

1. Communications service monitor with digital capable spectrum analyzer
2. T.I.M.S (time in microseconds) set
3. Decibel (DB) meters for setting levels
4. Watt meters
5. Radio propagation and mapping software
6. Any other industry standard and customary equipment

4. DELIVERABLES, REPORTS AND TRACKING OF SERVICES

The successful firm will deliver the following:

A. Proponent shall be responsible for providing, on a weekly basis, a detailed written recap of the services rendered by day during the previous week. This recap must be included with the proponent's monthly invoice (itemized) and include the following:

1. Vehicle number or equipment location
2. Type of equipment
3. Model number
4. Serial number
5. City's inventory number
6. Complete description of work performed, including time required, and parts used.

- B. The following notification of services to be performed are required:
1. The Proponent shall also attend a weekly meeting while the City prefers in person meeting the City will consider occasional virtual meetings with designated representative, which topics will include, but are not limited to, weekly trouble ticket reports, open-ended items, and timeline and project updates.
 2. Prior to work being done, the proponent shall notify the City of Stockton Information Technology Helpdesk and request for the Helpdesk technician to open a work order ticket with the following details:
 - a. Vehicle number or equipment location
 - b. Type of equipment
 - c. Model number
 - d. Serial number
 - e. City's inventory number
 - f. Complete description of work performed, including time required, and parts used.
- C. Annual cost schedule updated and provided each year by May 1st, to include any adjustments based on approved equipment changes, shown for each and all remaining years. Annual cost schedule to include 5-year outlook and maintenance cost estimation for any planned changes.

5. PRICING - RESPONSE/REPAIR TIME AND UPDATES

Upon receipt of notice of outage or malfunction, the Proponent shall initiate repair or adjustments as required to place the equipment in normal working condition. Response time is defined as the allotted time from receipt of trouble calls to arrival at the equipment site by authorized service personnel. The following response times will be quoted:

- A. Proponent shall quote a cost associated with Twenty-four (24) hour coverage and thirty (30) minute response, which will be provided on base stations, tower equipment, dispatch consoles/core, and key command vehicles, 365 days per year.
- B. The remaining equipment will be covered on a normal five-day (Monday through Friday), 40-hour workweek. Response will be same day whenever possible.
- C. Routers on Microwave Networks Inc. Microwave System:
- On-site advance hardware replacement with configuration restoral is required.
 - All parts, hardware, material, and labor required for maintenance will be delivered On-site within 4 hours after the problem has been assessed.
 - The City may allow next-day delivery of the hardware based on the outage site and the product's current availability.

D. Software support and updates:

- Proponent shall be responsible for installing defect patches and maintenance releases as defined by the manufacturer as a major requirement for the ongoing operation and support of the hardware.
- The management agent software on all hardware provided shall be the same version or higher on all advanced replacement hardware.

E. The City reserves the right to add, delete, or change equipment on the “Radio Inventory Equipment Lists” as required by the City’s designated representative(s). Additions or deletions may be single items or include complete facilities. For additions or changes, the monthly cost of maintenance shall be determined on the same basis as the prices currently in effect for existing items. Such additions, deletions, or changes shall become effective immediately for service, but charges shall coincide with the beginning of the next fiscal year.

3.0 PROJECT SCHEDULE OF EVENTS

The dates indicated on page *i* of this RFP are the anticipated milestones for this project. All dates are subject to change.

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.
 - i. Describe the reputation of your firm with Government clients.
 - ii. Explain and provide an example of technical writing ability
 - iii. Demonstrate and describe the ability to provide requested services and support to City of Stockton Public Safety Radio Systems.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references, and thoroughness of the Proponent’s response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) electronic version of the proposal to city.clerk@stocktonca.gov. Proposal fee (Attachment F) shall be submitted as a separate electronic file from the 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 (use Attachment B, Proponent's Covenant).
- G. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.
- H. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

4.2 COVER LETTER

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

In no more 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. Include a statement indicating that the Proponent accepts the City's General Terms and Conditions (Section 7 of this RFP) with or without exception. If there are exceptions, then those must be called out in this Cover letter. The City reserves the right to accept or reject any requests for exceptions to the General Terms and Conditions.
- E. An acknowledgement of receiving any addendum(s) to the solicitation document.

4.3 REFERENCES

Provide three (3) references for Government jobs in which services similar in size and scope were provided. List the current contact person, e-mail address and phone number who may be contacted regarding firm performance. Use Attachment E for references.

All references will be verified for each respondent. It is critical that Proponents verify their reference contact information prior to submitting to the City. Please include the following information for three (3) projects that the proposed consultant team worked on together:

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

4.4 FINANCIAL STATEMENT

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

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

The Proponent deemed best evaluated and which the City intends to enter 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 to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés of Management, Technical Staff and Systems Integrators. Also provide a description of the experience your firm has had performing similar projects and tasks as presented in this RFP, such as Mobile data experience, Computer Networking and RF design experience.

4.6 PROPOSAL COST/FEE

Exhibit 1, a, b, c and d Cost/Fee Proposal forms for required services. List ONLY the costs for requested services in this solicitation. Submit the proposal fee under sealed, separate emailed file to the City Clerk. Do not include with the technical proposal response.

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 the 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 written 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(s) who will be the prime contact person to the City and any other individuals whom the firm may select. The City reserves the right to re-rank the proposals based upon the presentations.

Proposals shall be evaluated according to:

- 1) Qualifications and Experience:
 - a. Credentials for services and years of service

- b. Ability to demonstrate that the firm has a history of success and strong professional relationships with former clients (References)
- c. Organizational background and listing of principals and organization chart highlighting key personnel assigned to accomplish to work requested through this RFP.
- d. Resumes/biographies of proposed personnel.
- e. Experience in conducting research and performing similar projects and tasks as presented in this RFP.

2) Technical Qualifications:

- a. Quality and Performance: Detail the quality and performance of the proposed solution. Consider the ability of the solution to meet or exceed performance standards, ensure reliable operation, and provide consistent results.
- b. Scalability and Flexibility: Assess the solution's scalability, adaptability, and flexibility to accommodate future growth and changing requirements. The solution should be capable of adjusting to evolving needs without significant modifications.
- c. Reliability and Availability: Examine the reliability and availability of the solution. It should be dependable and available when needed, minimizing downtime and disruptions to operations.
- d. Support and Maintenance: Evaluate the level of support, maintenance, and training provided with the solution. Consider the availability of customer support, documentation, and training resources to ensure effective implementation and ongoing operation.

3) Scope of Work/Program Description

- a. Adherence to Project Goals: Describe how the Proposal aligns with the project's overall goals and objectives. Ensure your proposed scope of work directly contributes to the objectives and needs presented in this RFP.
- b. Clarity and Specificity: Provide a detailed and specific explanation of how the Proponent plans to accomplish the tasks, activities, and deliverables, demonstrating a clear understanding of the project.
- c. Milestones and Timelines: Detail the proposed project milestones and timelines. Verify that they are realistic and well-defined, aligning with the project's schedule requirements.
- d. Resource Allocation: Demonstrate how the proposal allocates resources, such as staff, equipment, and materials to accomplish the scope of work. Explain how the methodology aligns with available resources and budget.
- e. Compliance: Ensure the proposal complies with all relevant regulations, standards, and industry best practices.

4) Fee / Cost Proposal

The Fee/Cost Proposal will be evaluated on the following:

- a. Cost Reasonableness: Is the cost reasonable and in line with industry standards, ensuring good value for the project.
- b. Budget Justification: If a budget is requested in addition to the total fee, ensure the clarity and completeness of the budget justification, ensuring all cost components are well explained and supported.

- c. Cost Realism: Ensure the proposed cost is realistic to complete the project within the budget.
 - d. Competitiveness: How does the cost compare to other proposal submissions
- 5) Adherence to RFP instructions and inclusion of the following completed documents:
- a. Proponent’s Covenant
 - b. Cover Letter
 - c. Section 8 - Form
 - d. Body of RFP Submission
 - e. RFP Checklist
 - f. Non-Collusion Affidavit (MUST be notarized)
 - g. References
 - h. Submitted and signed Addendums (if applicable)
 - i. Certification of Financial Condition
 - j. Fee/Cost Proposal

6.0 CITY REQUIREMENTS

6.1 CITY RESPONSIBILITIES

Services to be Provided by the City

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 MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING

There is no Pre-Submittal Meeting for this solicitation.

6.4 TERM

The City intend to award a five (5) year contract.

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 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 and include the Agreement/Contract number on all correspondence, unless prescribed differently per contract. It is required to all invoices contain the contract or agreement number and clearly define what services the invoice covers.

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

The proposal and all its contents are considered public information under the California Public Records Act and the Federal Freedom of Information Act. If the Proponent wishes specific information to remain confidential, this should be clearly identified. In the event that confidential information is requested, the Proponent will hold harmless and indemnify the City for withholding such information.

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, marking 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 retains the exclusive authority to determine if a claim is general or vague in nature. Any offers or portions of offers that are not explicitly designated as confidential may be automatically treated as public information once the contract is executed. The Proponent is hereby advised that, in accordance with relevant legal requirements, the City may determine all or select portions of the offer as public information, even if they were initially marked as confidential.

6.11 PROTEST POLICY

Protest and Appeal Procedures. 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 Protests must be filed with the City's Chief Financial Officer, or designee, not later than five (5) days after the date the City posts the Letter of Intent to Award on the City's Bid Flash platform.
- 6.11.2 All protests must be in writing and stated as a formal protest.
- 6.11.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.11.4 Bear the burden of proof of material error to justify invalidation of proposed award.

6.11.5 The solicitation process and evaluation criteria are not valid grounds for protest. Address any concerns regarding these matters during the Questions and Comments period specified in the Schedule of Events on page *i* of this solicitation.

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

6.11.B Protest Review

6.11.1 The Chief Financial Officer or designee will provide a written response within thirty (30) days of confirming the protest's receipt. The response will address each significant issue raised in the protest.

6.11.2 The Chief Financial Officer's decision, or their designee's decision, may be appealed in writing to the City Manager within five (5) business days from the date the decision is mailed to the protesting party.

6.11.3 The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.

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

6.11.5 The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.

6.11.6 If the procurement in question involves state or federal funds, the Chief Financial Officer or their designee will inform the interested party of their right to appeal to the relevant agency, specifying the agency's name and address. An appeal must be submitted to the agency within five (5) working days of the rejection notices being sent to the interested party.

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 PROPOSAL SUBMISSION FACTS

- 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 as it deems necessary.

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 the proposal was deficient. Rather, non-acceptance may 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 Bid Flash website. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid. Failure of any Proponent to not have received such information and/or clarifications/questions/answers shall not relieve such Proponent from any obligation under the proposal as submitted.

The City reserves the right to increase or decrease the scope of work in any agreement resulting from this solicitation, provided both parties reach a mutual understanding and agreement.

7.4 CANCELLATION

The City maintains the sole right to revoke the contract award before both parties execute it if such action is in the City's best interest. The City incurs no liability for rescinding the award. The Proponent is solely responsible for expenses related to proposal preparation.

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.

7.5 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: Procurement Dept.
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

Such requests 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 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.

7.6 DISQUALIFICATION

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

- a. Evidence of collusion among Proponents;
- b. Any attempt to improperly influence any member of the evaluation panel;
- c. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of Proponent's proposal/Proponent's bid submittal and considered non-responsive.
- d. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- e. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- f. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

7.7 CONDITIONS IF WORK IS SUBCONTRACTED

Subcontractors may not be engaged in any part of the resulting agreement without prior written consent from City authorities. The Proponent is wholly responsible for all aspects of the work, including meeting insurance and bonding requirements for quality and quantity.

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.

7.8 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.

7.9 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

7.10 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.

7.11 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.

7.12 TERMINATION FOR CONVENIENCE

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

7.13 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.

7.14 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.

7.15 AWARD

Upon conclusion of the Solicitation process, the City may award a contract for the services specified in this RFP. The City reserves the right to choose the most responsive Proponent with the highest evaluated score for contract negotiation. If negotiations with the highest ranked Proponent are unsuccessful, the City reserves the right to negotiate with the next highest ranked Proponent and subsequent Proponents in ranked order. 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

Public Safety Radio Communication Systems Maintenance Services	
PUR-24-029	
SUBMITTAL DUE: THURSDAY, April 18, 2024, AT 2:00 PM	
RFP Submittal Electronic Mail	Office of the City Clerk city.clerk@stocktonca.gov
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

ATTACHMENT A - PROPOSAL SUBMITTAL CHECKLIST

Please submit this form with the Proposal. Place a check mark in the box next to the required documentation to indicate inclusion in the Bid Packet.

Check Box

	1. Attachment A – Project Submittal Checklist
	2. Cover Letter & Executive Summary
	3. Full proposal as defined in this solicitation
	4. Section 8 Form – Proposal Documents
	5. Attachment B – Proponent’s Covenant
	6. Attachment C – Non Collusion Affidavit - Sign and notarize by jurat certificate the “Non-Collusion Affidavit” form. An “All-Purpose Acknowledgment” form will not be sufficient.
	7. Attachment D – Certification of Financial Condition
	8. Attachment E – Reference List
	9. Exhibit 1 Fee Schedule A, B, C and D(Under separate cover)
	10. Any Amendment Acknowledgements
	Submit one (1) electronic version of the proposal to mail to: city.clerk@stocktonca.gov , print and sign all clarifications/questions/answers on the City’s website at www.stocktonca.gov/adminbid and submit with proposal response

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

FIRM

ADDRESS

SIGNED BY & DATE

TITLE OR AGENCY

PHONE

EMAIL

ATTACHMENT C - 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 _____

ATTACHMENT D - 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 _____

ATTACHMENT E - REFERENCES

**CITY OF STOCKTON
RFP NO.: PUR 24-029**

Public Safety Radio Communication Systems Maintenance Services

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 (attached additional pages as necessary):

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	

9.0 PROPOSAL EXHIBITS

Exhibits can be found on the City's Bid Flash website: www.stocktonca.gov/adminbid

9.1 [Exhibit 1 – Fee Schedules](#)

Enter any additional technical, performance or functional specifications for the request.

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:
Public Safety Communication Systems Maintenance Services

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

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

9.3 [Exhibit 3 – Equipment Locations](#)

9.4 [Exhibit 4 – Sample Contract Requirements](#)