



REQUEST FOR PROPOSALS (RFP) OM-23-022

POLICE AND CITY VEHICLE UP-FITTING

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, WEDNESDAY,
SEPTEMBER 28TH IN THE OFFICE OF THE PUBLIC WORKS DEPARTMENT,
MUNICIPAL SERVICE CENTER, 1465 S. LINCOLN STREET, STOCKTON, CA 95206

REQUEST FOR PROPOSALS (RFP)
PROJECT TITLE/DESCRIPTION

Dates and Times are Subject to Change

RFP INFORMATION

OM-23-022

Contact Katrina Cooper
Email Address Katrina.Cooper@stocktonca.gov
RFP Submittal Mailing, Delivery Address and Electronic Mail City of Stockton, Public Works Department, Municipal Service Center
Attn: Katrina Cooper
1465 S. Lincoln St.
Stockton, CA, 95206

Due Date for Questions and Clarifications September 19, 2022; 2:00 pm

Due Date for Response to Questions/Clarifications September 21, 2022; 2:00 pm

RFP Submittal Due Date & Time September 28, 2022; 2:00 pm

Please note that some overnight delivery services do not deliver directly to Public Works Yard. This could result in the proposal arriving after the proposal opening deadline and therefore not being accepted.

Bid Security & Bonds o Bid Security o Bonds

Labor Compliance o DIR Registration o Contractor's License

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than Wednesday, September 28, 2022, at 2:00 pm (local time) by the City of Stockton, California for Police Department Vehicle Up-fitting – OM-23-022 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 Police Department Vehicle Up-fitting to the City. The City is seeking maintain uniformity of the City of Stockton Police Department Fleet, the specific make and manufacturer of the parts must be as listed, no substitutions will be accepted without prior written consent. All installation and wiring between vehicles must also be uniform and consistent.

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be mailed or delivered to the address below at or before the hour stated. Each Proponent must be licensed in accordance with applicable California State Law. Proponents are hereby notified that the successful Proponent and any subconsultant under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations. The successful Proponent shall be required to furnish a Labor and Material Bond and a Faithful Performance Bond, each in the sum of one hundred percent (100%) of the contract price. Said bonds shall be furnished by a company authorized to issue surety bonds in the State of California. On official forms furnished by City, said bonds shall be executed by the surety and contractor before or concurrently with the signing of the contract.

Proposal forms and specifications are available on the City’s website at <https://www.stocktonca.gov/services/business/bidflash/default.html>. Sealed proposals must be delivered to the Public Works Department, Municipal Service Center, 1465 S. Lincoln Street, Stockton, CA 95206, unless electronic mail delivery to Katrina.Cooper@stocktonca.gov is applicable. Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud.

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

For questions about this project, please contact Katrina Cooper at stocktonbids@stocktonca.gov or (209) 937-8676.

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

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1.0 BACKGROUND/SUMMARY

The City of Stockton is currently seeking proposals from a qualified supplier with which to establish a long-term, cost effective agreement for high quality, reputable installation of police emergency vehicle equipment, city vehicle upfitting and vehicle electrical maintenance and service. City requests your firm fixed pricing for standard installation services such as (but not limited to) light bars, sirens, push-bumpers, police radios and antennas, and other emergency equipment, and other repairs normal and customary for maintenance of these types of emergency equipment. Other types of maintenance will be handled on a case by case basis.

2.0 SCOPE OF WORK

Currently, the City of Stockton has 22 Ford Explorers ready for upfitting on hand. Future units can include additional Ford Explorers, Chevy Tahoes, and Ford Expeditions for its black and white patrol police vehicles and a variety of trucks and cars. The selected vendor may be asked to provide full up-fitting services for various types of vehicles. Vehicle options could vary according to market conditions, as such, responders should provide the cost of these services in their proposal.

Qualified suppliers are invited to submit proposals, based on the information provided in this RFP, to establish a business alliance with City which will maximize the resources of the organizations to most effectively meet the vehicle requirements of the City of Stockton. Our strategy is to identify a vendor(s) whose capabilities fit our police vehicle emergency equipment and other city vehicle upfitting needs for installation and service, and from whom we will purchase labor and materials that meet our specific needs.

Price increases must be approved by City of Stockton and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter. It is the awarded vendor's responsibility to keep all pricing up to date and on file with the City of Stockton. All price changes must be provided to City of Stockton, using the same format as in the original contract.

It is not the intent of this RFP to completely describe all aspects of all upfitting equipment installation and service for all possible requirements. The City intends to establish a two-year contract to be utilized by the City on an as-needed basis. Responders should specify the basis (list prices, hourly rates for custom builds, labor costs, discount levels, etc.) upon which the quoted prices are calculated, and agree to provide all current and future products on that same price basis throughout the contract term.

See Exhibit 1 for technical, performance, and/or functional specifications.

3.0 SUBMITTAL REQUIREMENTS

3.1 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) original and four (4) copies of your proposal/qualifications. Additionally, submit one (1) USB with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.
- E. The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.
- F. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the Proposal but may appear only in an "Additional Data" section. This has specific reference to the following types of data: Generalized narrative of supplementary information; and Supplementary graphic material.
- G. All proposals must be signed with the full name of the Proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- H. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.
- I. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.2 COVER LETTER

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

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

- A. The names of the key members of the Proponent team;
- B. The mailing address, telephone number, and the name of the main point of contact for the Proponent team;
- C. An acknowledgement of receiving any addendum(s) to the RFP document.

3.3 REFERENCES

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

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

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

3.4 FINANCIAL STATEMENT

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

Proponent shall submit a full and detailed presentation of the true condition of the Proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the Proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any Proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

3.5 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.

3.6 PROPOSAL FEE

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

4.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide Vehicle Up-fitting for City of Stockton vehicles, including emergency service vehicles. 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 provide an in-house tour of the business facility. During these tours, the Proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

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

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

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;
7. Financials Review;
8. Interview/Presentation, if applicable; and
9. Any other criteria as best suits the City of Stockton.

5.0 CITY REQUIREMENTS

5.1 CITY RESPONSIBILITIES

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.

5.2 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)

5.3 TERM

The term of contract shall be for two (2) years. Renewal Terms shall be three (3) additional periods of one (1) year each, with consent of both parties.

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.

5.4 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit B.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and

content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

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

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

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

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

Protest Procedure

- 5.9.1 All protests must be in writing and stated as a formal protest.
- 5.9.2 A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
- 5.9.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 5.9.4 The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
- 5.9.5 Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award.
- 5.9.6 Deliveries of the protest by hand, mail, email or fax are acceptable.
- 5.9.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
- 5.9.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

Protest Review

- 5.9.9 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 5.9.10 The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's, the decision is mailed to the protesting party.
- 5.9.11 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.
- 5.9.12 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 5.9.13 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.
- 5.9.14 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).
- 5.9.15 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.
- 5.9.16 Bidders, Proponents, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.
- 5.9.17 A copy of this policy can be requested from the procurement specialist by emailing stocktonbids@stocktonca.gov.

6.0 GENERAL REQUIREMENTS, TERMS & CONDITIONS

6.1 CONSEQUENCE OF PROPOSAL SUBMISSION

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the Proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

6.2 ACCEPTANCE OR REJECTION OF PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with Proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the RFP or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this RFP.

6.3 RIGHT TO CHANGE OR AMEND REQUEST

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

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

6.4 CANCELLATION

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The Proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

6.5 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFP or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

6.6 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: Katrina Cooper
Municipal Service Center
1465 S. Lincoln Street
STOCKTON, CA 95206
Katrina.Cooper@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 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.

6.7 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.

6.8 CONDITIONS IF WORK IS SUBCONTRACTED

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

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

6.9 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.

6.10 INDEMNITY AND HOLD HARMLESS

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

6.11 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.

6.12 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.

6.13 TERMINATION FOR CONVENIENCE

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

6.14 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.

6.15 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.

6.16 AWARD

Upon conclusion of the RFP process, a contract may be awarded for a Police Department Vehicle Up-fitting for the City. The City reserves the right to select the successful Proponent and to negotiate terms of a contract with the Proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

7.0 PROPOSAL DOCUMENTS

PROJECT TITLE/DESCRIPTION

OM-23-022

SUBMITTAL DUE: WEDNESDAY, September 28, 2002, AT 2:00 PM

RFP Submittal	Municipal Service Center
Mailing, Delivery Address and	1465 S. Lincoln Street
Electronic Mail	Stockton, CA, 95206
	Katrina.Cooper@stocktonca.gov

Proponent Business Name

Proponent Contact Name

Proponent Address

Proponent Phone Number

Proponent Email Address

Department of Industrial Relations
ID Number (if applicable)

ATTACHMENT A – PROJECT SUBMITTAL CHECKLIST

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

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 AND PLACE IN THE FRONT OF YOUR PROPOSAL).
- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- ✓ Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatories.
- ✓ Include your proposal, as outlined in these specifications.
- ✓ Submit one (1) ORIGINAL (unbound, no staples) and FOUR (4) COPIES of all proposal documents.
- ✓ Review all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to Public Works, Municipal Service Center, 1465 S. Lincoln Street, Stockton, CA 95206, or electronically to Katrina.Cooper@stocktonca.gov.
- ✓ If applicable, include your \$ -0.00 Proponent's security, Proponents bond, certified or cashier's check. The City will NOT accept company or personal checks for proposal security.
- ✓ If applicable, Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with Proponent's security. Please DO NOT seal your security, Proponent's bond, certified or cashier's check in this envelope. It is for returning the security to the Proponent AFTER project award.

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/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 __

REQUEST FOR PROPOSALS (RFP)
POLICE AND CITY VEHICLE UP-FITTING
FOR THE CITY OF STOCKTON, CALIFORNIA
(OM-23-022)

8.0 PROPOSAL EXHIBITS

Exhibit A - Technical Specifications

Contractor shall, upon request, design and provide technical consultation services, technical drawings (2D and 3D), cost estimates and project schedules as needed for City of Stockton custom builds.

The following specifications describe City of Stockton requirements for its **Police Vehicle Upfitting**;

- A. New police-rated utility vehicle specifications are available upon request.
- B. After-market parts list included.
- C. Special instructions, changes, and/or modifications to after-market manufacturer's parts installation instructions are included with exhibits and/or templates are provided therein.
- D. All light modules of single color shall be mounted with red emergency lighting to be mounted on driver's side of vehicle and all blue on passenger side of vehicle only.
- E. All electrical wiring components are to be protected by fuses or circuit breakers of appropriate size and type. Plastic protective split loom of appropriate size shall be placed on all wiring harnesses in critical areas that could sustain damage from contact with any part of vehicle. Wire bundles are to be held together with zip ties or electrical tape at 12-inch intervals.

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Exhibit B – Materials and Products:

- a. Contractor shall furnish all truck bodies, equipment, supplies and materials required to complete each project request, unless otherwise noted.
- b. All materials used on projects must be new, in undamaged condition, of the highest quality and appropriate for the application. No used, recycled, or waste materials shall be used without the expressed permission of the City.
- c. The below- listed items represent product lines in general use by the City. If Contractor sources similar products from manufacturers other than those listed below, those product lines and manufacturers should be listed as part of the proposal. Provide manufacturer specifications or other documentation showing that the products offered meet or exceed the specifications of the products listed below. Contractor must be able to furnish the following products:
 - (1) HAVIS – Console Equipment and Components
 - (2) SETINA – Partitions, Prisoner Transport and Rear Cargo Areas
 - (3) WESTIN – Push Bumpers
 - (4) FED SIG – Lights and Sirens
 - (5) WHELEN – Traffic Advisory Signage and Lighting
 - (6) PANORAMA DELL – Antennas

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SPECIFICATIONS AND EQUALS

Whenever, in the specifications, any material or process is indicated or specified by patent of proprietary name and/or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating descriptions of the material or process which shall be equivalent in every respect to that so indicated or specified, provided however, that if material, process, or article offered by the Bidder is not, in the opinion of the City of Stockton, equal in every respect to that specified, then the Bidder must furnish the material, process, or article specified, or one, that in the opinion of the City of Stockton, is equal thereof in every respect.

LITERATURE

Literature which fully describes the item on which you are proposing is to be submitted with your bid.

DELIVERY

Quotations are to be F.O.B. Destination and shall include delivery to:

CITY OF STOCKTON
MUNICIPAL SERVICE CENTER
1465 S. LINCOLN ST.
STOCKTON, CA 95206

(Complete units only, serviced, and operable, minimum ¼ tank fuel.)

GUARANTEE

The Bidder delivering the vehicle/unit against the specification shall guarantee that they meet the minimum requirements set forth herein. If it is found that the equipment delivered does not meet the minimum requirements of this specification, the manufacturer and/or Bidder will be required to correct the same at their expense.

WARRANTY

- A. The vehicle manufacturer shall provide a new vehicle warranty F.O.B. Stockton regardless of the method of delivery for the unit. Warranty time to start when vehicle is placed in operation, not delivered.
- B. Vehicle and components shall be guaranteed under standard factory and/or dealer warranty and a copy of manufacturer's warranty policy shall be delivered with each vehicle.
- C. Engine, transmission and other components supplied to the manufacturer by other manufacturer's shall be warranted by the unit manufacturer under the longest possible time and most comprehensive standard warranty proposed for municipal equipment.

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- D. Optional Extended Warranty if available shall be offered (and covered by bid bond when applicable) as an option. The contracting vendor must have service facilities and an adequate supply of service parts available at a distance from Stockton no greater than the San Francisco Bay Area.
- E. Bidders must list the nearest factory authorized service representative who will be responsible for servicing the complete unit or any part thereof.
- F. The Dealer will provide warranty repairs within the City of Stockton or provide transportation for the vehicle/unit outside the City.
- All parts, equipment, and other materials and workmanship furnished by the Vendor shall include the manufacturer's warranty for replacement.
 - Vendor agrees to guarantee all work performed.
 - Vendor further agrees to replace all components which fail or do not perform according to the manufacturer's specifications during the warranty period.
 - Vendor agrees to redo all work which fails or causes a failure or does not perform according to the City's specifications during the warranty period, at no cost to the City.

MANUFACTURING, MATERIAL AND DESIGN PRACTICES

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the vehicle/unit will be subjected. Suspension, wheels, tires, and other component parts shall be selected to give maximum performance, service life and safety, not merely meet the minimum requirements of these specifications.

HEAVY-DUTY DEFINED

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production vehicle/unit, and it shall be able to withstand unusual strain, exposure, temperature, wear and use.

SPECIFICATION VARIANCES

If any of the equipment bid varies from specifications, such variation(s) must be listed in writing and attached as part of the proposal. The City of Stockton reserves the right to waive minor variation(s) if in the opinion of the Fleet Manager the basic unit meets the general intent of these specifications.

MANUFACTURER'S SPECIFICATION

- A. Complete specification, published literature and photos or illustrations of unit proposed, shall be furnished with bid.
- B. Only new models in current production which are catalogued by the manufacturer,

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and for which printed literature and specifications are available will be accepted.

MANUFACTURER'S STANDARD EQUIPMENT

- A. All equipment and components listed as standard by the manufacturer for model quoted shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tool kits, jacks, etc. Optional equipment to meet the following specifications will also be supplied.

- B. Specifications on the following pages are written with intent to meet all applicable documents, but the final certification to comply shall rest with the vendor and not the City of Stockton. Should requirements as specified not comply, the manufacturer is required to revise the specifications to meet all laws, rules and regulations where it applies to items such as the capacity, etc.; and the City of Stockton is to be notified thereof.

- C. The City will not accept any part, component or system, which is not established standard product of the bidding manufacturer. By this, it is meant that any item or assembly which, relative to the supplying manufacturer's standard line of products, could be described as "first of its kind," "experimental," "only one of its kind to be built," "especially modified to comply with this specification," "prototype," or "synonymous categorical descriptions shall not be acceptable. All parts and components of the system offered and delivered must conform to the manufacturer's standard production or be off-shelf available as a standard hardware production item.

APPLICABLE DOCUMENTS AND CERTIFICATIONS

- A. Federal Motor Vehicle Safety Standard, D.O.T.
- B. State of California Motor Vehicle Code.
- C. State of California General Industrial Safety Orders.
- D. State of California Health and Safety Code, Motor Vehicle Pollution Control.
- E. California Occupational Safety and Health Act (OSHA).

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Exhibit C – Insurance Limits

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

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

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

This project is subject to Insurance Requirements for <<ENTER INSURANCE COVERAGE>>

Visit the following website to review the appropriate insurance requirements for this solicitation:<http://www.stocktonca.gov/government/departments/humanResources/riskServices/insurance.html>

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