



**REQUEST FOR PROPOSALS
FOR
ON-CALL AUTOMATIC GATE, DOOR, AND ACCESS
CONTROL REPAIR SERVICES
PROJECT NO. OM-24-069**

Issued by:

City of Stockton

Public Works Department – Operations & Maintenance

1465 S. Lincoln St.

Stockton, CA 95206

Date Issued: February 23, 2024

Job Walk: March 1, 2024

Date Proposals Due: March 13, 2024

LATE SUBMITTALS WILL NOT BE ACCEPTED

1. INTRODUCTION

The City of Stockton (City) Public Works Department Facilities Maintenance Section is seeking proposals to contract with a State-licensed contractor (Contractor) to provide Citywide, on-call repair services for City-owned facilities equipped with automatic gates and doors, roll-up doors and access control components. Contractor shall have a current C-61/D28 Door, Gates, and Activating Devices license issued by the Contractors State License Board. Ensuring that all roll-up doors and gates are operable is critical to the daily operations of the City of Stockton and particularly critical for Public Safety. Emergency vehicles, including Fire and Police vehicles, must be able to exit through roll-up doors and automatic gates when responding to an emergency call. The City will award a five (5) year Service Contract to the Contractor whose offer represents the best value to the City, with cost and other factors considered.

2. BACKGROUND

The City operates 131 roll-up doors, 44 gates, and 10 automatic doors at 54 locations, including: Fire Stations, Public Safety Buildings, Sewer and Pump Stations, the Corporation Yard, Libraries and Community Centers.

The City's standard operating procedure for a malfunctioning door or gate is to evaluate the problem and determine if a contractor is needed for repair. In an emergency, Public Safety staff (Police or Fire) may make the determination that a repair is required and the urgency for which a repair must be made. All repair work will be on-call and there is no guaranteed number of work hours. Ensuring that City vehicles, including all Emergency Vehicles (Fire and Police), can enter and exit City facilities in a moment's notice is a critical component of this Request for Proposals (RFP).

3. CONTRACT PERIOD

3.1 Any resultant Contract shall be effective from the date of contract execution and shall remain in full force through June 30, 2029. The City reserves the right to renew the Service Contract for an additional two (2) years via Contract Extension signed by the City Manager. This option will be exercised only if the Contractor has demonstrated excellent performance in the provision of on-call repair services for City-owned facilities equipped with automatic gates and doors, roll-up doors and access control components. The City may terminate the Contract at any time as a result of unsatisfactory performance or lack of funding.

3.2 Goods and/or services shall not be suspended by the Contractor without 30 days prior written notice to the City's designated Contract Manager.

4. PRICE

Contractor is to provide a base hourly rate charge on the attached Cost Proposal Template (Attachment D) for as needed repairs of equipment.

The hourly rate bid for each type of service listed shall include all wages, payroll taxes, fringe benefits, insurance, transportation, equipment, materials, supplies, overhead and profit. Labor rates include all service trucks and all tools/equipment typically found on a service truck.

All charges for extra work shall begin at the time when the Contractor arrives at the site and end upon the completion of work at the site.

Labor hours shall be charged based on actual time spent on each job, not on a portal-to-portal basis, and shall be computed to the nearest one-quarter (1/4) hour.

Mark-up on parts and materials may not exceed 10% of the Contractor's cost as determined by supplier invoice or other evidence of actual cost. Invoices must identify the work performed, cost of labor, parts/materials used, and parts/materials cost.

5. PRICE ADJUSTMENT

Price adjustments shall only be made to the hourly labor rate shown on the Cost Proposal in the case of a published change in the applicable wage determination made by the California Department of Industrial Relations (DIR). Such price adjustments shall be made to exactly match the increased wage difference and shall only take place during the specified effective period. DIR wage determination-based price adjustment requests must be submitted and approved as a Contract Change Order to the original Service Contract.

6. SCOPE OF WORK: See Attachment A

7. WARRANTIES

Contractor warrants that the work performed shall conform to the specifications, drawings, samples, and other descriptions set forth in the Contract Documents and shall be free of defects in workmanship. All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed.

Contractor shall, at its own expense, promptly repair, replace and/or re-perform any portion of the work that is defective or in any way fails to conform to the requirements in the Contract Documents for a period commencing on the date of final completion of the work and acceptance by City, and ending one (1) year as thereafter as such one-year period is extended through any extended warranty provided in the Contractor's Bid. Any repair, replacement or re-performance will meet the requirements in the Contract

Documents for a period of one (1) additional year following City's acceptance of such repair, replacement or re-performance. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, City may conduct the necessary work at the Contractor's expense.

8. CONTRACTOR RESPONSIBILITIES

The Contractor shall appoint an Account Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Account Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term "Account Manager" shall include the alternate as specified above. The Account Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative/s to discuss any problem areas.

The Contractor shall employ only workers who are competent and skilled for work under this Contract. The City shall, throughout the term of the Contract or any extension thereof, have the right of reasonable rejection and/or approval of staff assigned to the work by the Contractor. If the City's Contract Manager rejects one of the Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this contract upon request of the City.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.

Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor.

Each employee of the Contractor shall be identified by photograph identification badge and uniform readily identifying the worker as an employee of the Contractor's firm. Each employee must be so identified at all times while performing work in any City facility.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this contract.

Contractor shall keep the premises free from the accumulation of waste materials, rubbish, and other debris resulting from the work. Upon completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment, machinery, surplus material, and leave the site clean and ready for occupancy.

Contractor will be responsible for the removal, packaging, transportation and proper disposal of all materials deemed as waste per all applicable local, state, and federal regulations. Disposal of contractor work waste in City containers or at City facilities is not allowed.

9. CONTRACTOR QUALIFICATIONS

Contractor must possess valid California **D28 – Doors, Gates and Activating Devices Contractor** license.

Contractor must have ten (10) years of experience with automatic door opening systems.

Technicians must have at least five (5) years of experience working with automatic door opening systems.

Contractor must be a licensed and qualified commercial gate and door installation and service company.

Contractor shall have extensive knowledge and experience doing business with governmental entities as a direct provider without the use of a subcontractor. Contractor shall have the ability to self-perform the requested work.

10. WORK LOCATIONS: See Attachment B

11. JOB WALK

An optional job walk will take place on **Friday, March 1, 2024, starting at 9:00 am**. There will be a sign in sheet at the first site to be filled out by all Contractors. We will visit a sample of City sites so that Contractors have basic knowledge of what may be typical for a City building. If you plan on attending, please **register for the job walk by Thursday, February 29**, by contacting Nickole Covarruvas, Project Manager, by phone at (209) 937-7261, or email at Nickole.Covarruvas@stocktonca.gov.

Participants shall meet on the south side of City Hall, located at 425 N. El Dorado St. at 9:00 a.m. Parking is available on the streets around the building.

The job walk will visit the following buildings in this order:

- 1) City Hall
- 2) Cesar Chavez Library

- 3) Fire Station 2
- 4) Animal Services Center
- 5) Corporation Yard
- 6) Regional Wastewater Control Facility

Participants will be required to provide their own transportation to each site as each building is not within walking distance.

During the job walk the Contract Manager will show the group the automatic doors, overhead doors, and automatic gates at a location. Doors and gates can be operated several times to give the Contractor a basic idea of the condition the equipment is in.

Ten to twenty minutes will be the average time spent at each building (at the discretion of the Contract Manager) before the group will move on to the next building on the list in numerical order.

The Contract Manager will meet the group at the front entrance of each building, in the order listed above, and will wait up to five (5) minutes after her arrival before moving the group into the facility.

13. INVOICING

Contractor shall promptly submit two (2) packets of itemized invoices per month. Invoices for the first half of the month (1st through 15th) shall be submitted no later than the 22nd or the next business day should the 22nd fall on a weekend or holiday. Invoices for the second half of the month (16th through the end of the month) will be submitted no later than the 7th or the next business day should the 7th fall on a weekend or holiday. All invoices should reference the Service Contract number, purchase order number and a City work order number, if provided.

Invoicing by the Contractor(s) shall be clearly itemized to show labor hours, materials, direct costs, any mark-up, and shall include but is not limited to, the following:

- 12.1. Location and address of facility receiving services
- 12.2. Name and signature of City designee authorizing work
- 12.3. Contract number
- 12.4. Services provided
- 12.5. Dates and hours of service

A sample of the Contractor's invoice shall be submitted along with the proposal and will be reviewed with potential customizability in mind.

14. RFP GENERAL INFORMATION

14.1 Proposal Submissions

Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted become the property of the City.

An electronic copy of the proposal shall be submitted via email **no later than 5:00 pm on Wednesday, March 13, 2024**, to the following email addresses:

Katrina.Tavares@stocktonca.gov
Nickole.Covarruvias@stocktonca.gov

The subject line of the email shall include **“On-Call Automatic Gate, Door, and Access Control Repair Services, Project No. OM-24-069”**.

The Cost Proposal must be a separate electronic document labeled “Cost Proposal,” with the project name and number. Late proposals will not be accepted.

14.2 Acceptance or Rejection of Proposal

The City reserves the right to negotiate an agreement with the firm submitting the highest-ranking proposal. The City also reserves the right to reject any and all proposals or to waive any irregularity in a proposal if it is deemed to be in the best interest of the City. Failure to submit all requested information could be grounds to reject the proposal.

14.3 Proposal Questions and Requests for Clarification

Any question or request for clarification shall be submitted in writing to:

Nickole.Covarruvias@stocktonca.gov

Requests for clarification shall be submitted by **5:00 pm on Tuesday, March 5, 2024**. If a response warrants an addendum to the RFP, such addendum will be posted on the City’s Bid Flash webpage at least two (2) business days prior to the proposal due date. A document containing answers to proposer questions and requests for clarification will also be posted on Bid Flash by **Thursday, March 7, 2024**. It is the proposer’s responsibility to check the website for any addendums or responses to questions. The website address is as follows:

<http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public Works>

14.4 Causes for 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/bid process will, and shall be, just cause for disqualification/rejection of proponent's proposal/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.
- G. Any exceptions to the insurance requirement may result in a non-responsive proposal.

14.5 Licensing Requirements

A D-28 license issued by the California Contractors State License Board is required for this project. Proposers must have and furnish a copy of a State of California Doors, Gates and Activating Devices license (D-28) at the time of proposal submission. Professional certifications or licenses required are the sole cost and responsibility of the successful proposer.

Contractor is not required to have a valid City of Stockton business license to submit a proposal. The Contractor selected to perform this work must obtain a City of Stockton business license prior to a purchase order being issued and maintain this license throughout the duration of the Contract.

The successful proposer and any subcontractor(s) shall provide copies of all valid licenses and certifications required for performance of the services being bid upon. The copies shall be emailed to the City no later than ten (10) days after the

Contractor receives notice of award from the City. Current copies of licenses and certificates shall be provided to the City within 24 hours of demand at any time during the contract period.

The City of Stockton Business License Division can be reached at (209) 937-8313, or business.license@stocktonca.gov.

14.6 Insurance Requirements

The proposer must obtain and maintain the required insurance. Proposer should review Attachment C, Instructions to Proposers, for information regarding insurance, indemnification, Disadvantaged Business Enterprises, prevailing wages, etc. Failure to comply with the Instructions to Proposers may be grounds for rejection.

15. REQUIRED PROPOSAL CONTENT

The proposal shall contain the following, at a minimum:

- Cover Letter
- Table of Contents
- Executive Summary
- Project Team
- Detailed Work Plan
- Examples of experience with similar types of work
- Samples
- References
- Cost Proposal

The proposal shall be no more than twenty (20) pages. Proposer shall submit via email an electronic copy of the proposal as one document, and one separate electronic cost proposal document.

15.0 Cover Letter

The letter shall be signed by an official with the authority to negotiate and contractually bind the firm with the City of Stockton. Provide name, title, address, email, and telephone number for this officer. Describe any subcontract arrangements or licensing agreements. Include any potential conflict of interest.

15.1 Table of Contents

The proposal should include a table of contents listing all major topics and their respective page numbers.

15.2 Executive Summary

The Executive Summary shall include a summary of the proposal, emphasizing the service provision approach to be taken and summarizing a work plan, schedule, and description of the capabilities of the Account Manager and key personnel. The summary should convey an understanding of the purpose of the Service Contract and the services required for performance.

15.3 Project Team

Describe your team organization including the qualifications of the prime Account Manager and any other key personnel related to the project. Provide an organizational chart of the proposed team structure.

The following should be addressed:

- Demonstrate the company's experience in each of the areas of expertise needed to successfully complete the project. This should include a description of prior experience working with public agencies, including working with City staff.
- Ability for project team to perform the proposed work within the time limits of the project, considering their current and projected workload and assignments.

15.4 Detailed Work Plan

Provide a concise description of the service provision approach and process the vendor will employ to successfully complete the work to be performed. Include any specific staffing or equipment resources that will be employed by the vendor.

The following should be addressed:

- The Contractor's telephone answering system with 24 hours, 7 days per week service, capable of contacting and dispatching service personnel.
- Contractor's staff ability to respond to, mobilize, and be onsite ready to start work for all emergency requests within 2 hours.
- The Contractor's ability to maintain a supply of available parts and maintain a supply system for acquisition of additional parts either immediately or with minimal delay.

15.5 Examples of Experience with Similar Types of Work

Provide examples of projects similar in scope and size to this project.

Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance with any clients to whom your company has provided services.

List all contracts canceled or not extended. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Provide names, street addresses, and phone numbers for those Contract Administrators and explain the circumstances.

15.6 Samples

Provide a sample of Contractor's invoice.

15.7 References

Provide three references from clients your firm has served in the past five years, including one client that has newly engaged with the firm in the past 36 months and one long-term client. Provide letters of reference for the company, two of which are familiar with the Account Manager and key personnel. This shall include the name, company, contact information, and description of related work that was provided to the client. No City of Stockton elected officials, appointed officials, or employees may be provided as a reference for this Proposal.

15.8 Cost Proposal

The proposed fee for service shall be submitted in a separate, sealed envelope, and include the following information on the template provided in Attachment D, Cost Proposal Template.

Contractor must attend the job walk to inspect areas prior to submitting proposal in order to be fully aware of the scope of services required. Failure to do so will not relieve the selected proposer from performing in strict accordance with the specifications at no additional cost to the City.

The cost proposal must be submitted as a separate electronic document from the proposal.

16. PROPOSAL EVALUATION

The Contractor Selection process will follow the timeline shown below:

<u>Event</u>	<u>Date</u>
Publish Request for Proposals	February 23, 2024
Job Walk	March 1, 2024
Written Questions submitted by	March 5, 2024, by 5:00 PM

Response to Written Questions	March 7, 2024, by 5:00 PM
Proposals Due	March 13, 2024, by 5:00 PM
Interviews Start	March 2024
Negotiations	March 2024
City Council Approval	May 2024

16.0 Proposal Evaluation

The selection committee will evaluate all proposals. This is a qualifications and cost based selection, so ranking will be in accordance with the attached Evaluation Scoring Worksheet (See Attachment E). Cost will be a factor in evaluation, but selection is predominately qualifications based. Cost proposals will not be presented until after other categories have been evaluated. Local preference will also be a factor, so Stockton firms are encouraged to propose.

16.1 Negotiations

City staff will begin negotiations with the highest ranked firm. If an agreement cannot be reached after a reasonable period of time, as determined by the City, then the City will terminate negotiations with the number one ranked firm and negotiations will be opened with the second ranked firm. The compensation discussed with one prospective Contractor will not be disclosed or discussed with another Contractor.

The selected Contractor will be expected to enter into a Service Contract with the City. Proposers should direct their attention to Attachment C, Instructions to Proposers for the most current insurance and indemnification language. It is expected that the successful proposer will accept these terms without modification.

The contract shall not be in force until the Council approves the contract and the City Manager signs it. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS:

- Attachment A – Scope of Work**
- Attachment B – Work Locations**
- Attachment C – Instructions to Proposers**
- Attachment D – Cost Proposal Template**
- Attachment E – Evaluation Scoring Worksheet**