

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
PUR 26-025
FATS, OILS AND GREASE PROGRAM INSPECTION
SERVICES**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM,
THURSDAY, APRIL 23, 2026; ELECTRONICALLY AT
CITY.CLERK@STOCKTONCA.GOV**

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Proposal Opening April 23, 2026

RFP INFORMATION	
Contact	Rajvir Sahota
Email Address	stocktonbids@stocktonca.gov
NON-MANDATORY On-site Meeting	There will Be No On-site Meeting
Due Date for Questions and Clarifications	April 09, 2026 2:00 PM (PST)
Due Date for Response to Questions/Clarifications	April 16, 2026 5:00 PM (PST)
RFP Submittal Electronic Mail or on a USB Flash drive	city.clerk@stocktonca.gov or Office of the City Clerk, City Hall 425 North El Dorado Street Stockton, California 95202
RFP Submittal Due Date & Time	Thursday, April 23, 2026 2:00 PM (PST)
Interviews Scheduled	Week of April 27, 2026 (Tentative)
Short-List Interviews	Week of May 5, 2026 (Tentative)
Notification of Intent to Award	May 11, 2026
Bid Security & Bonds	<input type="checkbox"/> Bid Security <input type="checkbox"/> Bonds
Labor Compliance	<input type="checkbox"/> DIR Registration <input type="checkbox"/> Contractor License
Anticipated Date for Council Approval	July 21, 2026

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

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal that does not actually arrive in the City Clerk's Office or email by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the City of Stockton, California, for **PUR 26-025 Fats, Oils, and Grease Program Inspection Services** in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from businesses or individuals, herein after referred to as “Proponent”, to provide Fats, Oils, and Grease Program Inspection Services to the City. The City is seeking a qualified proponent to provide Fats, Oils, and Grease (FOG) program inspection Services of Food Services Establishments for Compliance with City requirements.

Proposal specifications and forms can be obtained from the City of Stockton's website at: www.stocktonca.gov/mudbid. Proposals must be marked "**PUR 26-025 FATS, OILS, AND GREASE PROGRAM INSPECTION SERVICES** ” and emailed to city.clerk@stocktonca.gov or delivered (mail or in person) on a USB flash drive to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202, up to but not later than **2:00 pm (PST) on Thursday, April 23, 2026**. Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud. Each Proponent must be licensed in accordance with applicable California State Law.

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

Information on Proposal Process/Clarification/Technical Data

Rajvir Sahota, Procurement Division
(209) 937-8357
e-mail: stocktonbids@stocktonca.gov

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: March 31, 2026

KATHERINE ROLAND, CMC, CPMC, CITY CLERK
CITY OF STOCKTON

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1.0 ISSUING BODY

This Request for Proposal (“RFP”) is being issued by the City of Stockton, Municipal Utilities, for the PUR 26-025 Fats, Oils, and Grease Program inspection Services.

2.0 BACKGROUND/SUMMARY

The City of Stockton (City) is a Charter City incorporated in 1850. The City is the county seat of San Joaquin County and is located in California’s San Joaquin Valley, 78 miles east of the San Francisco Bay Area, 337 miles north of Los Angeles, and 40 miles south of Sacramento. The County is bound by Sacramento County to the north and Stanislaus County to the south. Approximately 310,000 residents live in Stockton.

The City of Stockton Municipal Utilities Department (MUD) manages, operates, and maintains three utility enterprises: Water, Wastewater and Stormwater. The Wastewater Enterprise is the subject of this Request for Proposals.

The Wastewater Enterprise generally includes the regional wastewater collection system and the treatment and disposal facilities located at the Stockton Regional Wastewater Control Facility (RWCF). The Environmental Control Division is part of MUD and is responsible for ensuring food service establishments (FSEs) comply with regulations related to the City’s Fats, Oils, Grease (FOG) program.

3.0 SCOPE OF SERVICES

The City of Stockton (City) has developed a comprehensive program to address sanitary sewer overflows associated with fats, oils, and grease (FOG). The program consists of inspections, enforcement procedures, public education, and public outreach to all Food Service Establishments (FSEs) in the City’s regional sewer service area. The FOG Control Program is currently operated by the Pretreatment Section of the Municipal Utilities Department. The City is investigating having some of this work performed by an environmental consulting firm. This document outlines the scope of services required to be performed by a contractor to perform this work.

Below are proposed tasks to be considered under this scope of work. These are only proposed tasks and are not all-inclusive.

Task 1 Routine Inspections

All FSEs are inspected on a regular basis to determine compliance with FOG Ordinance regulations and to provide public education and outreach. The number and frequency of inspections required under this scope of services are to be determined.

Inspection procedures include:

- Determination of compliance with FOG Ordinance requirements.
- Determination of grease interceptor condition, operation, and maintenance.
- Measurement of grease interceptor grease and solids content.

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- Evaluation of Kitchen Best Management Practices (BMPs).
- Review of all FOG control-related records and documents.
- Distribution and discussion of educational and outreach materials.
- Review and evaluation of any prior FOG control deficiencies.
- Follow-up inspections at all FSEs with deficiencies are conducted within 30 days of the original inspection.
- Second follow-up inspections if the deficiency was not remedied by the time of the first re-inspection are performed within 15 days of the initial re-inspection. Continuing re-inspections are performed as necessary.
- All new or substantially remodeled FSEs are typically inspected within 90 days of start-up or remodel completion.

FSE Population

- 900-950 FSEs total
- 50-60% have Grease Interceptors
- 40-50% require enforcement actions
- 30-40% require follow-up inspections

Task 2 Enforcement

The City has implemented a FOG Enforcement Response Plan (ERP) to establish general enforcement responsibilities for the FOG Ordinance. The ERP is an effective way to ensure that the City of Stockton takes fair, consistent, and equitable enforcement actions against FSEs for violations of the FOG Ordinance.

Enforcement procedures include:

- Determination of compliance with FOG Ordinance requirements.
- Issuing an enforcement notice at the time of inspection.
- Follow-up inspections to determine compliance status.

Task 3 FOG Software Implementation

The City has contracted with SwiftComply to provide FOG Inspection and Enforcement tracking software. If this system goes live during the contract, the successful bidder will be utilized to assist the City in bringing the software online and implementing its use in the field.

Required Equipment and Materials

- Source identification database (provided by City)
- Inspection forms, brochures, outreach material, etc. (provided by City). The City is in the process of implementing a FOG Inspection and Enforcement tracking software. If this system goes live during the contract, the successful bidder will be

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provided with access to the system and the information from the inspections will be required to be entered into the system. A mobile printer will be required to print inspection forms and enforcement notices for delivery to the FSE upon completion of the inspections.

- Associated tools (manhole cover remover, etc.)
- Vehicles
- Dipstick Pro Core Samplers: www.environmentalbiotech.com/collections/dipstick-pro%E2%84%A2
- All safety equipment necessary to perform restaurant kitchen inspections and monitor grease interceptor contents (cover removal and measuring solids content).

Expectations

- Pick up files from the City, conduct inspections, and return files with completed inspection forms to City. If follow-up inspections are needed (generally 2-4 weeks), coordinate with City staff to retain or obtain files.
- Inspections conducted without prior scheduling with the FSE.
- Equipment and associated samplers to be kept clean between inspections.
- Inspections will occur Monday through Friday, except Federal holidays, during normal business hours. Route planning should account for expected hours of operation for the FSEs.
- The City's expectation is for all active FSEs to be fully inspected (initial and any follow-up inspections) once each year.
- FSEs that are not open at the time of inspection will be visited a second time, taking into account the operating hours of the facility. If the facility remains closed, the City will be notified and will determine follow-up actions.
- The inspector will notify the City immediately if FSEs deny access or pose a safety concern for the inspector.
- FSEs that are no longer in business will not be visited. However, evidence of the status will be provided to the City. If a safety concern for the inspector is apparent, the inspector shall notify the City immediately.

City Responsibilities

- City will provide FSE list, contact information, and routes for routine inspections.
- City will provide brochures and forms while inspections are completed without software.
- City will provide badges so that contract inspectors are identified as authorized FOG inspectors for the City.
- FOG Standard Operating Procedures (SOP) will be provided. A two to four week training period with assigned personnel will be available, if needed, to ensure the City's procedures and requirements are met.
- Check in meetings (initially, close oversight will be required so that City procedures are followed).

4.0 PROJECT SCHEDULE OF EVENTS

The dates indicated within this RFP are the anticipated milestones for this project. All dates are subject to change at the City's discretion. All changes to this schedule will be posted on the City's Bid Flash platform.

5.0 SUBMITTAL REQUIREMENTS

5.1 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' qualifications 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 the 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 the 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 an electronic version of the proposal and cost proposal to city.clerk@stocktonca.gov, or it can be hand-delivered or mailed (USB flash drive required) to the City Clerk's Office, 425 N. El Dorado Street, Stockton, CA 95202.
 1. The required proposal documents are to be submitted:
 - i. Cover Letter and Executive Summary
 - ii. Full response to the Scope of Services as defined in this solicitation
 - iii. Attachment A - Proponent Contact Information
 - iv. Attachment B - Proponent Covenant
 - v. Attachment C – Non-Collusion Affidavit (Notary is required)
 - vi. Attachment D – Agency Reference List
 - vii. Attachment E – Certification of Financial Condition
 - viii. Attachment G – Subcontractor List
 - ix. Attachment H – Exception Form
 - x. Attachment I – Nondiscrimination Form
 - xi. Attachment J – Conflict of Interest Disclosure – AB334 Form
 - xii. All Addenda's signed by vendor (if applicable)
 2. The required cost proposal documents are to be submitted:
 - i. Cover Letter
 - ii. Attachment F – Price 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 specifically refers to the following types of data: Generalized narrative of supplementary information and Supplementary graphic material.

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- F. All proposals must be signed with the full name of the Proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- G. When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, the power of attorney authorizing the signature must be submitted with the proposal.
- H. The original proposal shall be signed. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

6.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified proposer capable of providing the scope of work described in this solicitation and the resulting awarded contract. A key component of a successful proponent will be the ability to meet the City's performance goals while minimizing costs.

The Evaluation Panel will consist of the City of Stockton staff. Following review of the proposals, the Panel may invite one or more Proponents to make an oral presentation. During these presentations, the Proponent will be allowed to present such information as may be appropriate, so that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

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

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

To that end, each proposal will be evaluated based on, but not limited to, the following criteria, listed in relative order of importance:

- A. Familiarity with FOG Regulations (State and Local)
- B. Experience with FOG Inspections
- C. Price

Proponents may elect to submit proposals that include multiple organizations (subcontractors). If it includes multiple subcontractors, background information for each subcontractor must be provided, along with a clear description of their scope(s) of work.

COVER LETTER:

Submit a letter on your company letterhead that addresses the proposal and its format. The letter should be signed by an officer of the business authorized to bind the business

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to all comments made in the proposal, and shall include the name, address, phone number, and e-mail address of the person(s) who will be authorized to represent your business.

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

1. The names of the key members of the Proponent team.
2. The mailing address, telephone number, and the name of the main point of contact for the Proponent team.
3. A summary of the company's experience and qualifications, as it relates to the Scope of Service of this solicitation and the significant advantages to selecting the Proponent.
4. An acknowledgement of receiving any addendum(s) to the solicitation document.
5. Indicate that the proposal and all its contents, including the fee proposal, are valid for a period of 120 days.

6.1 QUALIFICATIONS AND EXPERIENCE

1. Describe how your company is organized, noting major divisions and any parent/holding companies, as well as a brief history of the company 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 your company's experience with similar processes.
2. Provide a list of references with the current contact person, e-mail address, and phone number who may be contacted regarding company performance. Use Attachment D for references.

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

- A. Name of the Agency or Firm
 - B. Location of the Service/Project
 - C. Name, title, and contact information for the client.
 - D. Description of Services/Project
 - E. Dates of the Service/Project
3. Financial Capacity

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.

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

The Proponent deemed best evaluated and which the City intends to enter into a contract will be required to submit a full and detailed presentation of the true condition of the Proponent's assets, liabilities, and net worth. The report should include a balance sheet and an 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 the proponent 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 law, may be declared non-responsive.

6.2 METHOD OF APPROACH

1. Proponent shall submit a response statement indicating that they understand the requirements of the Scope of Work.
2. Explain in detail how your firm will meet the requirements of the Scope of Work.
3. Explain the best practices your company will use in providing the proposed services.
4. Describe your company's quality assurance practices and processes to ensure high-quality delivery of services to meet the requirements of this solicitation

6.3 PRICE PROPOSAL FORM

1. Using Attachment F – Price Proposal for required services. The proponent must submit a signed price proposal form under a separate electronic file. Do not include it in the technical proposal response. Provide a detailed basic fee structure and breakdown of any other charges related to your company's proposal as specified. Finalist's fee structure may be subject to negotiation.

7.0 CITY REQUIREMENTS

7.1 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 a two (2) percent bid preference.

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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 a five (5) percent bid preference.

This section is intended to give preference in the award of certain City contracts to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

7.3 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS (NOT APPLICABLE)

Bidders must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 § 1, adopted September 1, 2009, effective October 1, 2009.

7.4 MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING (NOT APPLICABLE)

7.5 TERM

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

7.6 OTHER GOVERNMENT AGENCIES

If mutually agreeable to all parties, the use of any resultant contract or 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, pay directly to the successful Proponent, and be liable directly to the successful Proponent, holding the City of Stockton harmless.

7.7 INSURANCE REQUIREMENTS

Proponent, at Proponent's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1.

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

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Proponent's broker to ensure any additional costs are included in the proposal pricing component.

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

7.8 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 to all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not engaged in, and will not engage in, prohibited transactions with sanctioned persons or entities.

Assembly Bill 334 - Conflict of Interest

The selected consultant will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time. Consultants responsible for a project's design may not participate in construction management/construction inspection of the project. The determination of a conflict of interest, direct or incidental, shall be at the sole discretion of the City of Stockton.

7.9 METHOD OF PAYMENT

Payment will be made within thirty (30) days of the City's receipt and acceptance of the invoices. Invoices are to be rendered monthly, unless otherwise prescribed by the contract.

7.10 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 businesses, unless the Proponent provides documentation evidencing that 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.

7.11 CONFIDENTIALITY

If Proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proponent must 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 or general claims regarding 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.

7.12 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

- A. All protests must be in writing and stated as a formal protest.
- B. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- C. 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. The party challenging the award decision will bear the burden of proof of material error to justify invalidation of the proposed award.
- D. Protests must be filed with the City's Chief Financial Officer, or designee, not later than five (5) days after the date the City mails, emails, and/or posts on the City's Bid Flash platform, the Letter of Intent to Award.
- E. Deliveries of the protest by hand, mail, or email are acceptable.
- F. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines.

PROTEST REVIEW

- A. The Chief Financial Officer or designee shall respond in writing to a material issue raised in the protest within thirty (30) days of receipt of the protest letter.

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- B. The Chief Financial Officer's, or designee's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's, decision has been made.
- C. 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.
- D. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- E. 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.
- F. If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party that they have 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).
- G. 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.

8.0 GENERAL REQUIREMENTS, TERMS & CONDITIONS

8.1 CONSEQUENCE OF PROPOSAL SUBMISSION

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the Proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data.
- E. City reserves the right to increase or decrease the project scope.

8.2 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 to negotiate an agreement regarding the scope of services, the performance schedule, and the duration of the services with the Proponent whose proposal is most responsive to the City's needs. 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 it 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 under 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.

8.3 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 Proponents of any material changes by posting on the City's website, Bid Flash Platform. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/Mudbid. Failure of any Proponent to 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.

8.4 CANCELLATION

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

8.5 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 that the Proponent was not fully informed as to any fact or condition. Statistical information that may be contained

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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.

8.6 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 via e-mail and delivered to:

stocktonbids@stocktonca.gov

Reference: PUR 26-025 Fats, Oils and Grease Program inspections Services

Such requests for clarifications/questions/answers shall be delivered to the City in accordance with the date identified within this Solicitation. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/mudbid on the date identified within this Solicitation and will become a part of the Solicitation. The Proponent should await responses to inquiries prior to submitting a proposal.

8.7 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 or suspension of that agreement.
- 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.

8.8 CONDITIONS IF WORK IS SUBCONTRACTED

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

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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.

8.9 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 is required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

8.10 PREVAILING WAGE (NOT APPLICABLE)

Prevailing wage rates may be required for this project according to State and Federal Labor laws. Prevailing wage rates can be found at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Department of Industrial Relations- Contractor Registration information and web link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date, and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

8.11 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the 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.

8.12 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms, or warranties granted pursuant to this Contract is 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 products 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.

8.13 AVAILABLE FUNDING

Any contract resulting 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.

8.14 TERMINATION FOR CONVENIENCE

The City may terminate the resulting Agreement for convenience at any time by mailing or emailing a written notice to the Contractor.

8.15 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.

8.16 CHANGES

The City's Representative has the authority to review and recommend or reject change orders and price proposals submitted by the Proponent or as recommended by the Proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

8.17 AWARD

Upon conclusion of the solicitation process, the City may award a contract for services identified in the solicitation. The City reserves the right to select the successful Proponent

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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 it is in the City's best interest.

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9.0 PROJECT SUBMITTAL CHECKLIST

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

	1. Cover Letter and Executive Summary
	2. Full response to proposal as defined in this solicitation
	3. Attachment A - Proponent Contact Information
	4. Attachment B – Proponent’s Covenant
	5. 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.
	6. Attachment D – Agency Reference List
	7. Attachment E – Certification of Financial Condition
	8. Attachment F – Price Proposal (Under separate cover)
	9. Attachment G – Subcontractor List
	10. Attachment H – Exception Form
	11. Attachment I – Nondiscrimination Form
	12. Attachment J – Conflict of Interest Disclosure – AB334 Form
	13. All Amendment Acknowledgements. Print and sign all clarifications/questions/answers on the City’s website at www.stocktonca.gov/mudbid and submit with proposal response

*If not completed as required, your bid may be voided.

***DISCLAIMER:** The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

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10.0 REQUIRED PROPOSAL DOCUMENTS**ATTACHMENT A - PROPONENT CONTACT INFORMATION**

Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

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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 the same.
2. They will enter into contract negotiations and furnish the specified services.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.
4. They have reviewed and signed all clarifications/questions/answers on the City’s website at www.stocktonca.gov/mudbid.
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 the contract agreement.

BUSINESS NAME

ADDRESS

SIGNED BY & DATE

TITLE OR AGENCY

PHONE/FAX NUMBER

EMAIL

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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 _____

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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 _____

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ATTACHMENT D – AGENCY REFERENCE FORM

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

LIST OF REFERENCES

1. Agency or Firm Name:	
Location of the Service:	
Contact Person and Title:	
Telephone:	
Email Address:	
Description of Service:	
Date(s) When Service Provided:	
2. Agency or Firm Name:	
Location of the Service:	
Contact Person and Title:	
Telephone:	
Email Address:	
Description of Service:	
Date(s) When Service Provided:	
3. Agency or Firm Name:	
Location of the Service:	
Contact Person and Title:	
Telephone:	
Email Address:	
Description of Service:	
Date(s) When Service Provided:	

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	
Authorized Signature:			

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ATTACHMENT E – CERTIFICATION OF FINANCIAL CONDITION

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 of Authorized Signatory	
Print Name and Title of Authorized Signatory	
Date	

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ATTACHMENT F – PRICE PROPOSAL

Project Overview: Description of Services:

Item	Number of Inspections/ Hours	Units	Rate	Annual Cost
Inspection with Grease Interceptor	575	EA	\$	\$
Inspection without Grease Interceptor	400	EA	\$	\$
Follow-up Inspection with Grease Interceptor	350	EA	\$	\$
Follow-up Inspection without Grease Interceptor	250	EA	\$	\$
Check in meetings	50	Hours	\$	\$
FOG Software Implementation	250	Hours	\$	\$
Annual Total				\$
5-Year Total				\$

Company Name	
Contact Email	
Contact Phone Number	
Signature of Authorized Signatory	
Print Name and Title of Authorized Signatory	
Date	

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ATTACHMENT G - SUBCONTRACTOR LIST

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or \$10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

BUSINESS NAME/ADDRESS	CONTACT	PHONE NUMBER	LICENSE NUMBER & LICENSE CLASSIFICATION	TYPE OF WORK	AMOUNT
Signature of Authorized Signatory					
Print Name and Title of Authorized Signatory					
Date					

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ATTACHMENT H - EXCEPTIONS

Company/Firm Name	
Contact Name and Title	
Authorized Signature:	

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ATTACHMENT I - CERTIFICATE OF NONDISCRIMINATION

In accordance with the City of Stockton SMC §3.72.010 and §3.72.020, each bidder shall enclose a certificate stating whether the bidder is currently in compliance with all Federal and State of California laws covering nondiscrimination in employment, and that the bidder will pursue an affirmative course of action as required by affirmative action guidelines as set forth in Section 3.72.010 and resolutions adopted pursuant thereto, and that if awarded the contract bidder will not discriminate in the employment of any person under the contract because of race, color, national origin, ancestry, sex or religion, and that bidder will participate, if request, in pre-award review of bidder’s qualifications under provisions of this section.

The undersigned hereby certifies that:

- The Bidder is in compliance with all Federal and State of California laws covering nondiscrimination in employment.
- By signing below, the bidder certifies that they are authorized by the company named below to respond to this request.

SIGNATURE OF AUTHORIZED SIGNATORY:	
PRINT NAME AND TITLE OF AUTHORIZED SIGNATORY:	
DATE:	

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ATTACHMENT J - CONFLICT OF INTEREST DISCLOSURE - AB334

Disclosure

Pursuant to **California Assembly Bill 334**, the Proposer/Contractor must disclose any financial interest that may create an actual or potential conflict of interest, or the appearance of a conflict, in connection with this solicitation or any resulting agreement.

No Conflict of Interest

The Proposer/Contractor certifies that it, and its officers, directors, partners, employees, and subcontractors, have **no financial interest** that would result in a conflict of interest related to this solicitation or contract.

Conflict of Interest Disclosed

The Proposer/Contractor discloses the following actual or potential conflict(s) (attach additional pages if necessary):

Individual(s) Involved: _____

Nature of Financial Interest: _____

Relationship to Solicitation/Contract: _____

Certification

I certify under penalty of perjury under the laws of the State of California that the information provided above is **true and complete**. I acknowledge that failure to disclose a conflict of interest may result in disqualification, contract termination, or other remedies available to the City. The duty to disclose is **ongoing** throughout the solicitation and contract term.

COMPANY/BUSINESS NAME:	
SIGNATURE OF AUTHORIZED SIGNATORY:	
PRINT NAME AND TITLE OF AUTHORIZED SIGNATORY:	
DATE:	

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11.0 PROPOSAL EXHIBITS

11.1 EXHIBIT 1 – INSURANCE REQUIREMENTS

Exhibit 1:
Insurance Requirements
(Fats Oils Grease FOG Inspection Services)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 12 19 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Stockton for all work performed by the Consultant, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause All documents are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
425 N El Dorado Street
Stockton, CA 95202

EXHIBIT 2 - SAMPLE CONTRACT

EXHIBIT 1

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and ("Contractor") to provide as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on:

Terminates on:

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions

(If applicable check box) YES

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Printed Name and Title of Person Signing

Address

CITY OF STOCKTON

Johnny Ford, City Manager

BB

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Taryn Jones, Acting City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

1.1 (Type the Project objectives)

2. Project Scope

2.1 (Type the Project Scope in detail including location of Work, resources, equipment and facilities needed.)

3. Specifications

3.1 (If applicable and the project has specifications, insert the specifications into this section.)

4. Major Deliverables

4.1 (Type the major deliverables in detail)

5. Tasks That Support the Deliverables

5.1 (In detail, describe the Tasks that support the deliverables and which party will complete them.)

6. Internal and External Standards and Guidelines

6.1 (If applicable and the project has internal and/or external standards or guidelines, insert them into this section.)

7. Criteria of Acceptance for Deliverables

7.1 (Type criteria used to determine whether deliverables are acceptable, how they will be accepted, and who will accept them.)

8. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: _____

City: City of Stockton
Attn: City Manager

425 N. El Dorado Street
Stockton, CA 95202

9. **Key Personnel**

(If applicable, type the name and contact information Key Personnel working on the Project.)

10. **Option to Renew.**

(If an option to renew is applicable, keep this clause and type the specifics as to how many renewal terms e.g. two one-year renewals, etc.)

The term of the Agreement may be extended up to _____ by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed ___ years.

SAMPLE

**EXHIBIT B
INSURANCE**

(RESERVED FOR CITY'S INSURANCE PROVISIONS APPROVED BY RISK)

SAMPLE

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment, and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A of the Agreement.
2. **City Assistance, Facilities, Equipment, and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.
3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.
 - 3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent, and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review the invoice, and if acceptable, make payment on the approved invoice.
 - 3.2 Upon completion of work and acceptance by the City, Contractor shall have sixty (60) days in which to submit final invoice(s) for payment. An extension may be granted by the City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.
4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes, and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.
5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged, or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. The Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than the performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.
6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with the City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, the City will not be responsible for paying any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.
8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.
9. **Contractor's Status.**
- 9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of the City. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer, or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
- 9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Contractor.
- 9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
10. **Subcontractor.**
- 10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with the City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and will be bound by its terms. Contractor is responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.
- 10.2 If in the performance of this Agreement any third persons are employed by

Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law, shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of the Subcontractors' personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. 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, attorney fees, and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices required herein shall be in writing and shall be sent by certified or

registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

- 16. Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex, or religion of such person.
- 17. Licenses, Certifications, and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits, and the like required to perform the services under this Agreement. Such licenses, certificates, and permits shall be maintained in full force and effect during the term of this Agreement.
- 18. Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.
- 19. Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information, or conclusions.
- 20. Conflicts of Interest.** Contractor covenants that, other than this Agreement, Contractor has no financial interest with any official, employee, or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income, or investments that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

Pursuant to Government Code 1090, California Assembly Bill 334: Contractor or Consultants duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor or Consultants participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the contractor pursuant to this agreement.

- 21. Waiver.** In the event either City or Contractor at any time waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

- 22. Governing Law.** California law shall govern any legal action pursuant to this Agreement, with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch, or where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
- 23. No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.
- 24. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 25. Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."(42USCSection2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities, regardless of funding source.
- 26. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- 27. Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions, or charges applicable to the conduct of the Contractor's business.
- 28. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.
- 29. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Dispute Resolution; Attorney Fees. Any dispute arising out of or relating to the terms and provisions of this Agreement shall be addressed in good faith by the parties. If a dispute cannot be resolved through informal negotiations, either party may pursue all remedies available under applicable law.

In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred, including reasonable attorneys' fees.

31. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

32. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; it supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

34. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D**PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:
 - 1.1 "Services" means, collectively, the services, duties, and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
 - 1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work, or thing delivered by one party to the other, including associated technical documentation. A deliverable can be a tangible or intangible part of the development process, and often are a specified function or characteristic of the project.
2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.
 - 2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.
 - 2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both, shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project, but shall not weaken the character or intent of the GTC.
3. **Time for Performance.**
 - 3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.
 - 3.2 Timeliness of Performance
 - i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F.
 - ii) Neither Contractor nor Contractor's agents, employees, nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.
4. **Standard of Performance**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

- 4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. The Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration, or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.
- 4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall ensure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.
- 4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. **Compensation**

- 5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E, provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. **Personnel**

- 6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide the subcontractor a copy of this fully executed Agreement.
- 6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance

of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of the Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of the Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 **Key Personnel**: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice, Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be the sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports, and analyses, produced by

Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

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.

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$_____ (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed _____%.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1		\$
2		\$
3		\$
TOTAL PRICE		\$

3. Hourly Rates. The following is a list of hourly billable rates that Contractor shall apply for additional services requested of the Contractor. Contractor shall be compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

Hourly Billable Rate Schedule

Title	Role on Project	Hourly Billable Rates
		\$
		\$
		\$
		\$
		\$
		\$
		\$

4. Additional Fees. Should an amendment to the Agreement be issued for additional services that require the following items, the unit prices are as follows:

Title	Unit Price
	\$

5. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton _____ Department
Attention: _____
425 N. El Dorado Street
Stockton, CA 95202

SAMPLE

EXHIBIT F
TIMELINE

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 (insert deliverable title) (insert duration i.e. 1 week)

1.1.2 (insert deliverable title) (insert duration i.e. 1 day)

1.1.3 (insert deliverable title) (insert duration i.e. 3 weeks)

SAMPLE

Exhibit G
CARES Act
Special Funding Terms and Conditions

The City has entered into this Agreement using funds governed by the Coronavirus Relief Fund. The funding available is governed under section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relieve Fund (the "Fund"). Under the CARES Act, the Fund is to be used for payments for specified uses to certain local governments.

The following terms and conditions are applicable for the funds governed by the CARES ACT only. These special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

Where any portion of the GTC is in conflict to or at variance with any provisions of the CARES Act Special Funding Terms and Conditions of the Agreement, then unless a different intention stated, the provision(s) of the CARES Act Special Funding Terms and Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the CARES Act Special Funding Terms and Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The CARES Act Special Funding Terms and Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC. In consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

1. SURVIVAL OF PROMISES. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.
2. SEPARATE ACCOUNTING. Contractor shall establish a separate account for all funds specified in this Agreement and shall use the funds to purchase necessary supplies, defray travel, and will employ the necessary personnel to perform the Work specified in this Agreement. Contractor shall also establish and maintain, if applicable, such accounting and documentation of matching expenditures of the Contractor to satisfy the requirements of the project.
3. AUDIT. The City, and any other appropriate government agencies authorized by law, or their duly authorized representatives shall, until five (5) years after final payment under this Agreement, have access to any of the Contractor's records related to this Agreement, at the Contractor's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Agreement, or c) costs and expenses of this Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
4. AUTHORIZED USE OF FUNDS. The Contractor shall use or expend the funds provided by this Agreement only for the purposes for which they were appropriated. Further, the funds provided by the City shall be used by the Contractor only for the purpose and activities specified in the Agreement, including associated attachments and exhibits which are attached hereto and incorporated herein by reference as if fully set forth herein.
5. COMPLIANCE WITH COST PRINCIPLES AND RELATED REGULATIONS. The Contractor shall not be reimbursed for expenditures under this Agreement that do not comply with the CARES Act and Related Regulations that are incorporated.

6. PUBLICATIONS. The Contractor shall be free to publish results of the Work provided that the terms of the project are met and the review copies of materials intended for publication are submitted to the City's project Director at least 15 days prior to publication.
7. DELAYS. Contractor shall notify the City promptly of any expected delay in performance of services. However, Contractor shall not be liable for delays in performance beyond reasonable control.

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