



REQUEST FOR PROPOSALS (RFP)
TO ESTABLISH A TEMPORARY PERSONNEL SERVICES POOL
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 09-098)



PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, JANUARY 14, 2010,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California, for specifications to ESTABLISH A TEMPORARY PERSONNEL SERVICES POOL (PUR 09-098) in strict accordance with the specifications.

The City of Stockton is soliciting proposals from qualified, experienced and credible employment agencies that can provide qualified temporary personnel to various City of Stockton departments.

Proposal forms and specifications are available on the City's web site at <http://www.stocktongov.com/business/bidflash.cfm> and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, **Thursday, January 14, 2010, at 2:00 p.m.**

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

Information on Technical Data

Michon Johnson, Human Resources Dept.
(209) 937-7042

E-mail: Michon.Johnson@ci.stockton.ca.us

Information on Bid Process/Clarification

Dianne Samples, Purchasing
(209) 937-7130

e-mail: Dianne.Samples@ci.stockton.ca.us

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

Dated: November 20, 2009

//s//KATHERINE GONG MEISSNER
CITY CLERK OF THE CITY OF STOCKTON

PROPONENT'S CHECKLIST
CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- * ☐ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
 - * ☐ Complete and sign the "Proponent's Fee Schedule" form, (under separate cover).
 - * ☐ Sign the "Proponent's Agreement" form.
 - * ☐ Include your **\$-0-** proponent's security, proponents bond, certified or cashier's check.
 - * ☐ Include self-addressed, unstamped envelope with proponent's security. **Please DO NOT seal your security, proponent's bond, certified or cashier's check in this envelope.** It is for returning the security to the proponent AFTER project award.
 - * ☐ **Include with proposal, name and e-mail address for City contact.**
 - * ☐ Submit one (1) ORIGINAL and SIX (6) COPIES of all proposal documents.
 - * ☐ Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/business/bidflash.cfm>.
 - * ☐ Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **January 14, 2010, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
- A) **"RFP – TO ESTABLISH A TEMPORARY PERSONNEL SERVICES POOL"**
- B) **PUR 09-098**
- C) **JANUARY 14, 2010**

CONTACT INFORMATION:

Information on Technical Data	Information on Bid Process/Clarification
Michon Johnson, Human Resources Dept. (209) 937-7042 e-mail: Michon.Johnson@ci.stockton.ca.us	Dianne Samples, Purchasing Division (209) 937-7130 e-mail: Dianne.Samples@ci.stockton.ca.us

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

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

THIS FORM IS FOR YOUR INFORMATION ONLY AND DOES NOT NEED TO BE SUBMITTED WITH YOUR PROPOSAL.

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1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide Temporary Personnel Services (PUR 09-098) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, January 14, 2010, in the office of:

CITY CLERK
CITY OF STOCKTON
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997

One (1) original and SIX (6) copies of the proposal shall be submitted. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "Temporary Personnel Services Pool for the City of Stockton (PUR 09-098)." Any proposal received after the due date may not be accepted and may be rejected and returned, unopened, to the proponent.

Proponent may submit more than one proposal provided the proposal meets the functional requirements.

1.3 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 Chapter 5.08 shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

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

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

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

1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

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

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request 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(s) as a result of this Request.

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 Request.

1.7 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's

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website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with their provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website @ <http://www.stocktongov.com/business/bidflash.cfm>. Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

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

1.8 CANCELLATION

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

1.9 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 Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request 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.

1.10 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/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: MICHON JOHNSON
HUMAN RESOURCES DEPARTMENT
22 E. WEBER STREET
STOCKTON, CA 95202-1997
Michon.Johnson@ci.stockton.ca.us

CITY OF STOCKTON
ATTN: DIANNE SAMPLES
PURCHASING DIVISION
425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Dianne.Samples@ci.stockton.ca.us

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Such request for clarifications/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of proposals. Any City response to a request for clarifications/questions/answers will be posted on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> (not later than five (5) calendar days prior to the due date), and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.11 DISQUALIFICATION

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

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent's proposal/bidder's bid submittal and considered non-responsive;
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement;
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City; and/or
- F. Failure to disclose a pending sale or assignment of assets or any other fact(s) that affect(s) the services to be provided.

1.12 INFORMAL PROPOSAL REJECTED

A proposal shall be prepared and submitted in accordance with the provisions of these Request 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.

1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.
- B. 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.

1.14 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.

1.15 INSURANCE REQUIREMENTS

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

All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Proponent agrees to provide City with a copy of said policies, certificates, and/or endorsements.

The proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please contact City of Stockton Risk Management at (209) 937-8682.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary.

1.16 HOLD HARMLESS DEFENSE CLAUSE

The contractor shall indemnify, defend, and save harmless the City against all loss, cost, or damage on account of any injury to persons or property, including employees or

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property of the City, contractor or third parties, occurring in the performance of the contract.

1.17 APPLICABLE LAW

This agreement 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.

1.18 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

1.19 NOTICE TO OUT-OF-STATE VENDOR

Do not charge any sales or use tax on this purchase. The City of Stockton will pay all applicable sales/use tax directly to the State of California for this purchase.

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 Section 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California 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 Janet Salvetti at (209) 937-8360.

1.20 TERM

The initial term of the contract will be three (3) years, with the option to renew on an annual basis for up to three (3) additional years. In no event will the contract plus extension(s) exceed a total of six (6) years.

1.21 COMPETITIVE PRICING

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

1.22 FUNDING

Any contract which results from this Request 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.

1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar days written advance notice unless otherwise stated in writing.

1.24 AUDITING OF 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.

1.25 PROPOSAL SECURITY

Every proposal offered shall be accompanied by an acceptable financial instrument (proponent's bond, certified or cashier's check) in favor of and payable to the City of Stockton for an amount not less than ~~\$-0-~~. A proponent's bond shall be executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California, made out in favor of the CITY OF STOCKTON for an amount not less than ~~\$-0-~~ and no proposal shall be considered unless accompanied by such certified or cashier's check or proponent's bond.

If proponent elects to accompany their proposal with a proponent's bond, then said bond shall state on its face that, "in the event the person, firm, or corporation is awarded the contract and the said proponent shall fail, neglect, or refuse to enter into a contract

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to said equipment or materials, then the amount therein mentioned in the proponent's bond accompanying the proposal of said person, firm, or corporation shall be declared to be forfeited to the City."

In the event that the person, firm, or corporation to whom said contract may be awarded fails, neglects, or refuses to enter into contract to furnish said service, equipment or material, as hereinbefore provided within thirty (30) days of award, then the cashier's check, or certified check and the amount therein mentioned, accompanying the proposal of said person, firm, or corporation, shall be declared to be forfeited to said City; or, if non-complying proponent has accompanied their proposal with a proponent's bond, appropriate legal action to collect the proponent's bond shall be undertaken.

1.26 CONTRACT BONDS

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of \$-0- and shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

1.27 CHANGES

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

1.28 AWARD

Upon conclusion of the Request process, a contract may be awarded for Temporary Personnel Services for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs

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of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

1.29 LIQUIDATED DAMAGES

N/A.

1.30 PRODUCT OWNERSHIP

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

1.31 CONFIDENTIALITY

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

1.32 OTHER GOVERNMENTAL AGENCIES

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful bidder and be liable directly to the successful bidder, holding the City of Stockton harmless.

1.33 MANDATORY JOB WALK

N/A.

1.34 PREVAILING WAGES

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N/A.

1.35 PROPONENT'S SAFETY RESPONSIBILITY

N/A.

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2.0 GENERAL NATURE OF SERVICES

2.1 BACKGROUND

The City of Stockton is soliciting proposals from qualified, experienced, and credible employment agencies who can provide qualified temporary personnel to various City of Stockton departments with short notice.

2.2 SUBMITTAL OF PROPOSAL

All responses must be organized in the same manner as the RFP. A blank is provided next to each question, statement, or request for information. In that blank the respondent must place a "Y" in the blank if the respondent meets, accepts, or is responding to this question, statement, or request for information.

Respondents will use the format of this RFP in responding. Use of the numbering and headings in the RFP will be used and will fall in the same sequence.

Example:

Y

Temporary employees must be available to work the same hours/shifts as regular City employees, generally 8:00 a.m. to 5:00 p.m., Monday through Friday.

A "Y" will be placed in the blank provided if you are responding to this question. Then, in your detailed response, you will use the same heading and a summary of the question with your response following. If no detailed response is necessary and you intend to satisfy the requirement listed, the "Y" in the blank will indicate your intention of meeting this requirement.

Each question, statement, or request for information must be addressed.

If you can not meet this requirement, you will place the phrase "Exception" in the blank. On your detailed response, you will state the same with your response.

2.3 SCOPE OF SERVICES

- A. Proponents will provide qualified temporary personnel to the City of Stockton in the following broad categories:

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- | | |
|--------------------------|--|
| ☐ | 1. <u>Professional</u> . Employees in this group require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training which provides comparable knowledge (e.g., accountants, engineers, surveyors, systems analysts, auditor, administrative analysts, etc.) |
| ☐ | 2. <u>Technician</u> . Employees in this group require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training (e.g., plan checkers, building inspectors, code enforcement officers, etc.). |
| ☐ | 3. <u>Paraprofessional</u> . Employees in this group perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and/or experience normally required for professional or technical status (e.g., executive assistant, library aides, circulation assistants, etc.) |
| ☐ | 4. <u>Office and Clerical</u> . These employees are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office (e.g., office assistant, revenue assistant, secretary, computer operator, data entry operator, etc.). |
| ☐ | 5. <u>Skilled Craft</u> . Employees in this area perform jobs that require special manual skill and a thorough and comprehensive knowledge of the process involved in the work, which is acquired through on-the-job training or apprenticeship or training programs (e.g., mechanic, welder/fabricator, electrician, heavy equipment operator, maintenance worker, etc.). |
| ☐ | 6. <u>Service and Maintenance</u> . Employees in this area perform duties resulting in or contributing to the comfort or convenience of the general public (e.g., plant operators, garage workers, janitors, park aide, tree worker, etc.). |

B. Minimum Qualifications for Temporary Personnel.

- | | |
|--------------------------|---|
| ☐ | 1. Temporary employees shall meet the minimum qualifications for specified positions as set forth in the applicable class specification. The agency shall be informed of the specific duties or class title, length of assignment, and any specific skills, abilities, or licenses/certificates required to perform the temporary assignment. |
|--------------------------|---|

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- ☐ 2. Temporary personnel must be United States citizens or possess the necessary documentation from the Immigration and Naturalization Service.
- ☐ 3. Temporary personnel must be able to communicate effectively in the English language.
- ☐ 4. Temporary personnel may be subjected to fingerprint clearance, depending on the assigned area.

C. Hours of Work

- ☐ Temporary personnel must be available to work the same hours as regular City employees, whether the assigned department works a compressed work week (e.g., 9/80, 4/10, etc.) or a regular work week (e.g., 8 a.m. to 5 p.m., Monday through Friday). Occasional weekend and evening work may also be required.

D. Compensation

- ☐ 1. The City of Stockton pay rate for any temporary agency employee shall not be more than the rate paid for City of Stockton employees holding the affected position.
- ☐ 2. The City does not pay for holidays, vacation, sick leave, or any other paid leave time for temporary personnel.
- ☐ 3. Temporary personnel shall be paid overtime at the rate of one and one-half times regular rate only after working in excess of 40 hours in one work week.
- ☐ 4. Temporary personnel shall be entitled to two paid 15-minute breaks during an 8- or 9-hour work day.
- ☐ 5. The City of Stockton shall not be responsible for the payment of any licenses, certificates, training, or other similar items, including fingerprinting costs, on behalf of temporary personnel.
- ☐ 6. The proponent shall submit a copy of its pay rate and mark up schedules.

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E. Assignment Procedures

- ☐ 1. All contact with the agency shall be made by the Human Resources Department.
- ☐ 2. Agency will be requested to forward up to three (3) qualified resumes for review by the requesting department.
- ☐ 3. Requesting department shall make selections from among resumes submitted.
- ☐ 4. Agency will be notified of selection, rate of pay, start date, and duration of assignment.
- ☐ 5. Notification of release from assignment shall be made by the Human Resources Department

F. Miscellaneous

- ☐ 1. Temporary personnel shall not operate City vehicles, but shall be allocated mileage at the current rate established by the Internal Revenue Service when traveling on City business.
- ☐ 2. Temporary personnel may be assigned to any of the City's operating departments.

REQUEST FOR PROPOSALS (RFP)
TO ESTABLISH A TEMPORARY PERSONNEL SERVICES POOL
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3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and SIX (6) copies of your proposal/qualifications. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

3.0.1 Cover Letter

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

3.0.2 Minimum Experience Qualifications Summary

A statement of professional experience and ability.

3.0.3 Management/Method of Operation

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.

3.0.4 References

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

3.0.5 Financial Statement

A full and detailed presentation of the true condition, as of December 31, 2008, of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

3.0.6 Corporate Structure, Organization

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

3.0.7 Proposal Fee (Under Separate Cover)

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

3.0.8 The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an "Additional Data" section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and
Supplementary graphic material

3.0.10 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.

3.0.11 When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

3.0.12 If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal Form must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

3.0.13 The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide Temporary Personnel Services. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

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

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

1. Proponent's ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent's Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

3.3 PROPONENT CONTACT

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

3.4 CITY'S USE OF PROPOSAL MATERIAL

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

3.5 REJECTION OF PROPOSAL

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

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FEE SCHEDULE

For each of the positions listed below, please provide your response relative to your pay rate, your mark up rate, and final bill rate. Include any additional information, including any specialized positions, that may be pertinent to the prices of your proposal.

For information on classification definition, principal duties, and minimum requirements, please refer to the City of Stockton website, www.stocktongov.com, click on “Jobs” and then “Job Descriptions.”

Professional Category	Pay Rate	Mark Up Rate	Final Bill Rate
Accountant I			
Accountant II			
Administrative Analyst I			
Administrative Analyst II			
Animal Services Assistant I			
Animal Services Assistant II			
Arborist			
Audit Assistant I			
Audit Assistant II			
Auditor			
Budget Analyst I			
Budget Analyst II			
Buyer I			
Buyer II			
Chemist			
Engineer			
Human Resources Analyst I			
Human Resources Analyst II			
Laboratory Technician			
Librarian I			
Librarian II			
Microbiologist			
Project Manager I			
Project Manager II			
Project Manager III			
Technician Category	Pay Rate	Mark Up Rate	Final Bill Rate
Building Permit Technician			

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Code Enforcement Officer I			
Code Enforcement Officer II			
Combination Inspector I			
Combination Inspector II			
Engineering Aide			
Engineering Technician I			
Engineering Technician II			
Evidence Technician I			
Evidence Technician II			
Geographic Information Systems Analyst I			
Geographic Information Systems Analyst II			
Geographic Information Systems Specialist I			
Geographic Information Systems Specialist II			
Network Support Analyst I			
Network Support Analyst II			
Plan Checker I			
Plan Checker II			
Planning Technician I			
Planning Technician II			
Public Works Inspector			
Real Property Agent I			
Real Property Agent II			
Systems Analyst I			
Systems Analyst II			
Technology Support Specialist I			
Technology Support Specialist II			
Technology Training Coordinator			
Paraprofessional Category	Pay Rate	Mark Up Rate	Final Bill Rate
Bookmobile Driver			
Circulation Assistant I			
Circulation Assistant II			
Legal Secretary I			
Legal Secretary II			
Library Aide I			
Library Aide II			
Library Assistant I			
Library Assistant II			
Office Technician			
Recreation Assistant I			

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Recreation Assistant II			
Office and Clerical Category	Pay Rate	Mark Up Rate	Final Bill Rate
Finance Assistant I			
Finance Assistant II			
Mail Courier			
Office Assistant I			
Office Assistant II			
Office Specialist			
Police Records Assistant I			
Police Records Assistant II			
Records Specialist			
Reprographics/Mailroom Technician I			
Reprographics/Mailroom Technician II			
Revenue Assistant I			
Revenue Assistant II			
Revenue Collector			
Secretary			
Skilled Craft Category	Pay Rate	Mark Up Rate	Final Bill Rate
Auto Painter/Repair Worker			
Craft Maintenance Worker I			
Craft Maintenance Worker II			
Electrical Technician I			
Electrical Technician II			
Electrician I			
Electrician II			
Heating & Air Conditioning Mechanic			
Heavy Equipment Operator			
Hydrant Worker			
Instrument Repair Technician			
Maintenance Repair Technician I			
Maintenance Repair Technician II			
Maintenance Worker I			
Maintenance Worker II			
Mechanic I			
Mechanic II			
Mechanic III			
Mechanical Maintenance Worker I			
Mechanical Maintenance Worker II			

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Plant Maintenance Worker			
Welder/Fabricator			
Service & Maintenance Category	Pay Rate	Mark Up Rate	Final Bill Rate
Facilities Maintenance Worker I			
Facilities Maintenance Worker II			
Facility Aide			
Janitor			
Maintenance Worker I			
Maintenance Worker II			
Park Aide			
Parks Worker I			
Parks Worker II			
Plant Operator			
Water Systems Operator			

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

DATE

TELEPHONE NUMBER

NOTE: PROPONENTS ARE TO SUBMIT THEIR FEE SCHEDULE UNDER SEPARATE COVER TO CLEARLY INDICATE THE CONTENT AS:

A) FEE SCHEDULE – RFP – TEMPORARY PERSONNEL SERVICES (PUR 09-098)

PRICING WILL NOT BE DISCLOSED AT PROPOSAL OPENING.

FINALISTS PRICING MAY BE SUBJECT TO NEGOTIATION.

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached non-collusion affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/business/bidflash.cfm> .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

FIRM

ADDRESS

SIGNED BY

TITLE OR AGENCY

TELEPHONE NO./FAX NO.

DATE

E-MAIL ADDRESS

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder 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 Bidder.

Signature _____

STATE OF CALIFORNIA,)ss.

_____ 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 Bidder 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 Bidder.

Signature _____

STATE OF CALIFORNIA, _____)ss.

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 Bidder 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 Bidder.

Signature _____

EXHIBIT A
INSURANCE REQUIREMENTS
CONSULTANT CORPORATION SERVICES

INSURANCE Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

- A. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$2,000,000 per occurrence, and if written on an Aggregate basis, \$4,000,000 Aggregate limit (CG 0001).
- B. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)
- C. PROFESSIONAL ERRORS AND OMISSIONS**, Not less than \$1,000,000 per Claim./\$2,000,000 Aggr. (5 yr discovery and reporting tail period coverage). Certificate of Insurance only required.
- D. WORKERS' COMPENSATION** Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The Policy (s) shall also provide the following:

- a.) The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds*. ISO form CG 20 37 10 01 edition shall be used as the Additional Insured Endorsement. This form **must be used with** either ISO form CG 20 10 10 01, or CG 20 33 10 01 (or earlier editions of these forms).
- b.) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representative, agents, employees and volunteers. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
- c.) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30)

day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

- d.) Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
- e.) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
- f.) The Company shall furnish the City of Stockton with the Certificates and Endorsements for all required insurance, prior to the CITY's, execution of the Agreement and start of work.
- g.) Proper Address for Mailing Certificates, Endorsements and Notices shall be:
City of Stockton,
Attn: Risk Services
425 N. El Dorado
Stockton, CA 95202
- h.) Upon notification of receipt by the City of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the City a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the City's Risk Services Manager (209) 937-8682. Our Fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Consultant shall be withheld until acceptable replacement coverage notice is received by the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Contract. In the event of insurance cancellation, the City reserves the right to purchase insurance or insure (or self-insure) for the above required coverages, at the Consultant's full expense.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the Sub-consultant, and/or require each Sub-consultant to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction in Coverage, or Change of Subcontractors insurance shall have the same impact as described above.