



CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
FOR OPERATION OF A FOOD PREPARATION CENTER
FOR THE CITY OF STOCKTON, CALIFORNIA
(PUR 09-039)**

**A MANDATORY PRE-BID JOB WALK WILL BE HELD
APRIL 22, 2009, AT 1:30 P.M.**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, MAY 14, 2009,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**



**CITY OF STOCKTON
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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 for **OPERATION OF A FOOD PREPARATION CENTER (PUR 09-039)** in strict accordance with the specifications.

The City of Stockton is seeking proposals from qualified operators for operation of a food preparation center at 224 South Sutter Street, Stockton, with distribution of meals directly to people's homes or other locations. A mandatory pre-bid job walk will be held April 22, 2009, at 1:30 p.m. at the project site.

Proposal forms and specifications are available on the City's web site at <http://www.stockton.gov/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, May 14, 2009, at 2:00 p.m.**

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

Information on Technical Data

Joseph Mulligan
Revitalization Department
(209) 937-8059
E-mail: Joseph.Mulligan@ci.stockton.ca.us

Information on Bid Process/Clarification

Dianne Samples, Buyer I
(209) 937-8357
E-mail: Dianne.Samples@ci.stockton.ca.us

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

Dated: April 13, 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, proponent's bond, certified or cashier's check.
- * ___ 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 May 14, 2009, 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 PROVIDE FOR OPERATION OF A FOOD PREPARATION CENTER ”**
 - B) **PUR 09-039**
 - C) **MAY 14, 2009**

CONTACT INFORMATION:

Information on Technical Data	Information on Bid Process/Clarification
Joseph Mulligan, Revitalization Department (209) 937-8059 e-mail: Joseph.Mulligan@ci.stockton.ca.us	Dianne Samples, Buyer I (209) 937-8357 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.

**CITY OF STOCKTON
REQUEST FOR PROPOSALS (RFP)
FOR THE OPERATION OF A FOOD PREPARATION CENTER
(PUR 09-039)**

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSALS (RFP) PROCESS

The City of Stockton (City) is soliciting qualified firm(s) (Firm) with experience and interest to present their qualifications and capabilities to provide for the operation of a food preparation center (PUR 09-039) for the facility located at 224 South Sutter Street, Stockton, with distribution of meals directly to people's homes or other locations. A mandatory pre-bid job walk will be held April 22, 2009, at 1:30 p.m., at the project site.

1.2 The evaluation process shall include review of proposal(s) by a panel of City staff assigned by the City Manager and any other person(s) designated by the City. Oral interviews may be scheduled and the City may request further information and/or expansion on the proposal(s) of one or more Firms responding to this RFP.

1.3 You are invited to submit a proposal to:

**CITY CLERK
CITY OF STOCKTON
425 N. EL DORADO STREET
STOCKTON, CA 95202-1997**

DUE DATE: MAY 14, 2009

Copies Required: Six (6) copies and one (1) unbound original of your response, signed by an authorized representative, and shall be delivered to: CITY CLERK, CITY OF STOCKTON, 425 N. EL DORADO STREET, STOCKTON, CA 95202-1997, **THURSDAY, MAY 14, 2009, AT 2 P.M.** Any proposal received after the due date may not be accepted and may be rejected and returned, unopened, to the proponent.

Any request for clarification/questions/answers of this RFP shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: JOSEPH MULLIGAN
REVITALIZATION DEPARTMENT
425 N. EL DORADO STREET
STOCKTON, CA 95206
(209)937-8059

CITY OF STOCKTON
ATTN: DIANNE SAMPLES
PURCHASING DIVISION
425 N. EL DORADO STREET
STOCKTON, CA 95202
(209)937-8357

Joseph.Mulligan@ci.stockton.ca.us or Dianne.Samples@ci.stockton.ca.us

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Such request for clarification/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of proposals. The proponent should await responses to inquiries prior to submitting a proposal. All questions and responses will be posted on the internet not later than five (5) calendar days prior to the due date.

1.4 TERM

To be negotiated.

1.5 CONTRACT BONDS

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of **\$5,000** and a Fidelity Bond in the amount of **\$5,000** 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.

1.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE

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

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2.0 GENERAL PROJECT DESCRIPTION REQUIREMENTS/PROPERTY LOCATIONS

The property is located between Washington Street and Lafayette Street, at 224 South Sutter Street. Previously, the City provided this location, known as the McFall Center, to Senior Service Agency of San Joaquin County (Seniors 1st) to provide a senior program and a feeding program know as Meals on Wheels. The kitchen was designed and built in 1991. The building includes an area that was used as a dining area and community center. The location also includes parking on site for commercial vehicles and operator. The City owns the buildings and has a ground lease for the property with Caltrans.

The City of Stockton has designated the site for the operation of a food preparation center. The site is located in the heart of downtown where the City has invested heavily in upgrading the area. Consequently, the City is also interested in the proposed use. A proponent will be selected based upon the overall strength of the proposal, with the greatest emphasis being placed both upon the proposal for the food preparation center and the financial strength of the proponent.

2.1 SCOPE OF SERVICES

Proposals must include, at a minimum:

- Project summary outlining specific uses; social and public benefits of the food preparation center; phased plan, if any; ownership structure; building reuse size; and any other pertinent information;
- Preliminary project pro forma indicating project costs and operating cash flow;
- Statement regarding means of ongoing project management;
- Names, resumés and outline of roles of project principals;
- Timelines for operation of facility including start-up dates and any funding particulars;
- Potential sources of permanent financing;

2.2 FINANCING

It is expected that the source of financing will be Operator equity and private financing sources. The City will not provide operational funding. User to pay a minimum of \$512.00 per year to the City of Stockton for use of the facility.

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2.3 SPECIAL CONDITIONS/OPERATOR RESPONSIBILITY

The following has been identified and is known to the City at this time as being in need of repair/replacement. This will be discussed during the scheduled mandatory pre-bid walk through.

- < Central Heat /Air
- < Freezer in kitchen

All improvements and/or equipment replacements remain the property of the City of Stockton.

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3.0 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide for the operation of a food preparation center. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

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.

During the selection process, emphasis will be placed on the relevant work experience which the operator demonstrates, knowledge of food preparation and delivery, and the financing needs for the project. Operators should document past efforts and discuss how their experiences, particularly in the area of food, preparation are relevant to the proposed project.

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 most qualified response(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the panel will evaluate the responses based on, but not limited to, the following criteria.

- < Firm's demonstrated operational capabilities stressing the ability to provide for the operation of a food preparation center;
- < Firm's innovative approach to the project;
- < Conformance with guidelines and format outlined in this Request for Proposals;
- < Firm's verified history of customer satisfaction;
- < Compliance with all City regulations;
- < Operator's proposed agreement;
- < References of the operator and its principals (3 minimum references of operational ability);
- < Demonstrated ability to perform quality work, and meet time schedules required under proposed finding sources;
- < Operator ability to provide the proposed food preparation project that will provide social and public benefits.

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- < Operator's ability to work and communicate effectively with the public and City staff, ability to work with parties in the process and accessibility of the proponent;
- < Any other criteria as best suits the City of Stockton.

3.1 GENERAL TERMS AND CONDITIONS

3.1.1 Firm is not an Employee of City

It is understood that Firm will not act hereunder in any manner as an employee of City, but solely under this Agreement as an independent consultant, and City shall not under any circumstances be liable to Firm or any person or persons acting for or under it, or to any person injured, for any deaths, injuries, or property damage received or claimed, unless any such liability arises by virtue of negligence by City, its officers, agents, or employees, and Firm agrees to defend and hold City free and harmless from liability therefore which is not due to any fault of City, its officers, agents, or employees.

3.1.2 Hold Harmless Clause

The Firm shall indemnify and save harmless the City against all loss, cost or damage on account of any injury to persons or property, including employees or property of the City, occurring in the performance of the contract.

3.1.3 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 City of Stockton shall be named an additional insured by separate endorsement. Carrier shall provide notice to the City of any change in or limitation of coverage or of cancellation no less than 30 days prior to the effective date. Proof of Worker's Compensation coverage pursuant to statutory requirements shall also be provided.

The proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement

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of work. Please contact City of Stockton Risk Services at (209) 937-8682.

3.1.4 Right of Rejection

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

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

Non-acceptance of any response shall not imply that the response was deficient. Rather, non-acceptance of any response will mean that another response 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.

3.1.5 Product Ownership

Any documents or drawings resulting from the contract will be the property of the City of Stockton.

3.1.6 Licensing Requirements

Any professional or business licenses required will be the sole cost and responsibility of the Firm. All permits and inspection costs will be at the sole cost and responsibility of the Firm.

3.1.7 Development Costs

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

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

**NON-COLLUSION
AFFIDAVIT FOR INDIVIDUAL PROPONENT**

No. 1
STATE OF CALIFORNIA, _____)ss.
County of _____)
(insert)

_____ 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 Individual Bidder)

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 CALIFORNIA, _____)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 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 Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

**No. 3
AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

STATE OF CALIFORNIA, _____)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 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)

(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 _____

Signature _____

EXHIBIT A
INSURANCE REQUIREMENTS
FOOD SERVICE VENDORS

VENDOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **VENDOR**, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor 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 coverage's, Bodily Injury and Property Damage Liability and Fire Legal Liability (\$100,000) insurance with combined single limits of not less than \$3,000,000 per occurrence, and if written on an Aggregate basis, \$6,000,000 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. **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 Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. 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 (CITY), its officers, agents, employees and volunteers as additional insured's. ISO Endorsement CG 20 11 11 85 (or equal) is acceptable.
2. For any claims related to products provided under this contract, the Vendor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, employees and volunteers. Any coverage maintained by the CITY shall be excess of the Vendor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
3. 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.

4. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor's full policy limits and these minimum requirements shall not restrict the Vendor's liability or coverage limit obligations.
5. 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.
6. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
7. Proper address for mailing certificates, endorsements and notices shall be: City of Stockton, Attention: Risk Services, 425 N. El Dorado Street, Stockton, CA 95202.
8. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor 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 Manager (209) 937-8682. Our fax is (209) 937-8833.

If at any time during the life of the Contract or any extension, the Vendor 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 Vendor 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 coverage's at the Vendor's full expense.

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-Vendor, and/or require each sub-Vendor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-Vendor's insurance shall have the same impact as described above.

2. **INDEMNIFICATION**

- a) The Vendor shall indemnify, hold harmless and defend the City of Stockton (CITY) and each of its Mayor, Council, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY the Vendor or any other person and from any and all claims, demands an actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Vendor or any of its employees or agents in the performance of this contract. The Vendor's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its Mayor, council, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the CITY.

- b) If the Vendor should subcontract all or any portion of the work to be performed under this agreement, the Vendor shall require each sub-Vendor to indemnify, hold harmless and defend the CITY, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph.

**INSURER:
POLICY NUMBER:**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of person or Organization (Additional Insured): City of Stockton, its Council, Officers, Agents, Employees, Authorized Representatives, and Volunteers are Additional Insured's.
3. Additional premium:

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alteration, new construction or demolition operations performed by or on behalf of the person or organization shown in the schedule.

Modifications to ISO form CG 20 11 11 85:

- | |
|--|
| <ol style="list-style-type: none">1. This insurance shall be primary as respects the City of Stockton (CITY) or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the CITY shall be in excess of this insurance and shall not be called upon to contribute with it.2. The insurance afforded by this policy shall not be canceled, changed, or modified except after thirty (30) day advance written notice has been given to the CITY. (10 days advance written notice for non-payment of premium).3. the Insurer named above waives any right of recovery the Insurer may have against the CITY when the Insured has agreed to such waiver in writing prior to the loss. |
|--|

Signature – Authorized Representative of Insurer

Name of Insurance Company