



**REQUEST FOR STATEMENT OF QUALIFICATIONS (RSOQ)
FINANCIAL UNDERWRITER SERVICES
PROJECT NO. PUR 21-029**

STATEMENT OF QUALIFICATIONS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, FEBRUARY 10, 2022, IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

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**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ)
FINANCIAL UNDERWRITER SERVICES**

Dates and Times are Subject to Change

RFSOQ INFORMATION	
PUR 21-029	
Contact	Susan Garcia
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	N/A
MANDATORY/OPTIONAL Site Tour	N/A
RFSOQ Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov (if applicable)
Due Date for Questions and Clarifications	January 13, 2022
Due Date for Response to Questions/Clarifications	January 21, 2022
RFSOQ Submittal Due Date & Time	February 10, 2022
Short-List Interviews (if applicable)	To be determined

NOTICE INVITING STATEMENT OF QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed Statement of Qualifications (SOQ) will be received no later than **Thursday, February 10, 2022, at 2:00 pm (local time)** by the City of Stockton, California for Financial Underwriter Services – PUR 21- 029 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting SOQ from firms or individuals, herein after referred to as “Proponent” to provide Financial Underwriter Services to the City. The City is seeking to establish its vendor pool for Financial Underwriter Services.

Each sealed SOQ shall be marked "STATEMENT OF QUALIFICATION" and shall indicate the project name, number, and SOQ opening date, and shall be mailed or delivered to the address below at or before the hour stated. Each Proponent must be licensed in accordance with applicable California State Law.

SOQ forms and specifications are available on the City’s website at www.stocktonca.gov/DEPTBIDFLASH. Sealed SOQ must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202 unless electronic mail delivery to city.clerk@stocktonca.gov is applicable. Proponents will only be identified as responding to the RFSOQ; no SOQ will be opened or read aloud.

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

For questions about this project, please contact Susan Garcia at stocktonbids@stocktonca.gov or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

1.0 INTRODUCTION

The City of Stockton (City) is requesting Statements of Qualifications (SOQ) from qualified firms to provide Financial Underwriter Services. On an as-needed basis, the City issues debt to construct capital facilities and infrastructure or refinances existing debt. The City typically conducts these transactions two to six times per year.

The City will usually issue Certificates of Participation (COPs), revenue bonds, and land-secured debt (1913/15 Act assessment bonds, Mello-Roos or Marks-Roos bonds). The purpose for this request for SOQ is to pre-qualify a pool of underwriters that will be chosen on a per transaction basis by the City.

The underwriter(s) will also be expected to assist in the development of a sound financial plan for the capital facility or infrastructure that is planned to be financed and/or assist in the establishment of a district. The chosen underwriter will be requested to assist and advise the City as to the most cost-effective financing plan for the debt that is being considered and recommend innovative alternatives.

2.0 BACKGROUND/SUMMARY

The City was incorporated July 25, 1850, and under the charter adopted in 1923, operates under a Council-Manager form of government. The City is situated 345 miles north of Los Angeles and 78 miles east of San Francisco Bay Area. It is the seat of San Joaquin County and serves an area of 60.8 square miles with a diverse population of approximately 321,000. The City government is divided into 13 departments. These City departments provide services ranging from police and fire services to public works, parks, recreation, and library services.

The City of Stockton has a June 30 fiscal year end. The Fiscal Year (FY) 2021-22 annual adopted budget for the City of Stockton is approximately \$992 million (\$629 million operating, \$164 million debt*, and \$199 million capital). The FY 2021-22 total budget for salaries is approximately \$272.5 million to cover over 1,700 positions.

The City's Comprehensive Annual Financial Report for the year ended June 30, 2020, was issued on December 15, 2020, and is available on the City's website:

http://www.stocktongov.com/files/FY20_CAFR.pdf

*Budget includes payoff of \$118.5 million Bond Anticipation Notes which inflates the actual activity, as longer-term debt is being issued to finance the project over a longer period.

Outstanding Debt

The City's overall debt portfolio totals approximately \$646.8 million; which comprises of \$415.7 million in enterprise debt (water bonds, wastewater bonds, parking bonds), \$95.6 million in tax allocation bonds (Successor Agency debt), \$59.5 million in governmental debt (revenue bonds, HUD loans, capital leases and settlement liabilities) and \$76.0 million in land-secured debt (community financing districts and 1913/15 Act districts).

3.0 SCOPE OF WORK

The nature of services to be provided by the selected financial underwriter firm(s) will include, but not be limited to, the following:

- A. Assist in structuring and managing financing transactions in accordance with the City's financing plan and goals and work with the Chief Financial Officer and other City staff, the City's Municipal Advisor, and other members of the bond team in all aspects of the financing.
- B. Assist the City in the successful structuring, marketing, and sale of debt obligations to achieve the lowest possible borrowing cost consistent with the City's risk profile.
- C. Recommend new money and refunding structures that most efficiently achieve the City's financing objectives while providing feedback regarding investor acceptance and preferences.
- D. Take an active role in all aspects of financing the proposed project. Work with the Municipal Advisor, Bond Counsel, Disclosure Counsel, Trustee, Verification Agent and/or other specialized consultants with respect to the preparation and approval of the financing documents by the City Council.
- E. Attend City Council and all other pertinent meetings and present materials for the financing transaction.
- F. Take an active role in preparing and coordinating comprehensive presentations to the rating agencies and bond insurers if required.
- G. Assist in assembling the Official Statement in a manner consistent with existing laws, regulations, and standards of the securities industry.
- H. Take an active role in preparing debt service estimates, incorporate assumptions on future interest rates, coverage, capitalized interest, cost of issuance, use of funds and debt service.
- I. Identify significant underwriting concerns that affect the feasibility of the financing, such as security for the bonds and the diversity of the tax base. Work with the Municipal Advisor, Bond and Disclosure Counsel, other members of the bond team, specialized consultants, the Chief Financial Officer and other City staff on the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final Official Statement.
- J. The Underwriter shall be responsible for structuring the bond issue, obtaining bond ratings, and pursuing credit enhancements (such as bond insurance), if appropriate, reviewing the Official Statement, assisting in the investment of the bond proceeds, and purchasing the bonds from same. This work shall be done in close cooperation with the Municipal Advisor, Bond and Disclosure Counsel, the other members of the bond team and specialized consultants, the Chief Financial Officer and other City staff.
- K. Follow the City's policies, either oral or written for liability, designation and retention procedures, pricing procedures, allocation procedures, and the process of selling debt.

- L. Assist the City in the post-financing evaluation process, including the timely submittal of all required reports.

4.0 SUBMITTAL REQUIREMENTS

4.1 SOQ GENERAL GUIDELINES

The City uses a qualifications-based selection process in obtaining these services. Firms interested in providing the service described in the above Scope of Work must submit a Statement of Qualifications (SOQ) that addresses, at a minimum, the below and the criteria specified in the section titled Qualification Criteria. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ.

- a. Evidence of the Proponent's ability to be responsive to this project regarding 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 SOQs 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 five (5) copies of your firm's SOQ. Additionally, submit one (1) USB with an electronic version of the RFSOQ. The original should be unbound to allow us to reproduce your firm's SOQ, as needed. Proponent shall submit three (3) bound sets of the five (5) copies of the SOQ response.
- e. The SOQ must be submitted, typewritten on 8½" X 11" white paper and three (3) copies must be bound in a secure manner.
- f. The body of the SOQ shall not exceed ten pages in no less than font size of 10 and no greater than font size 12. The maximum allowable length is exclusive of any folder, cover, or section dividers. SOQ shall be no more than 20 pages, including resumes and the cover letter. Double-sided pages count as two (2) single pages.
- g. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the SOQ 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.
- h. All SOQs 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.
- i. When SOQs 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 SOQ.

- j. If the SOQ is submitted by a partnership or joint venture, the Statement of Personal History attached to the SOQ must be completed by each general partner or joint venture thereof. If the SOQ is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.
- k. The original SOQ must have wet ink signatures. Modification to a SOQ after the SOQ submittal deadline will not be accepted by the City.

4.2 SOQ FORMAT

The SOQ format shall contain at a minimum the following:

- Cover Letter
- Table of Contents
- Executive Summary
- General Information - Corporate Structure, Organization
- Project Team
- Project Understanding
- Estimated timeline
- Resumes
- Experience including examples of experience with similar types of work
- References (at least three (3))
- Financial Statement

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

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

- The names, address, e-mail address and phone number of the key members of the firm's team.
- The mailing address, telephone number, and the name of the main point of contact for the firm's team.
- A summary of the consultant's Financial Underwriter Service experience and qualifications and the significant advantages to selecting the firm.
 - Provide a statement of professional experience providing a listing of the debt issuance for the past five (5) years.
 - Include the following information: issuer, par amount, competitive or negotiated, type of issue and date of issue.
- An acknowledgement of receiving any addendum(s) to the solicitation response document.

- b. **REFERENCES:** Provide a list of three (3) California clients whom you have served as a Financial Underwriter. References to include current contact person, e-mail address and telephone number who may be contacted regarding firm's performance.

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

- Name of the Project/Study
- Location of the Project
- Name, title, and contact information for the client.
- Project Budget
- Date of Completion of the Project

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

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

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

- d. **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.

4.3 SOQ CONTENT

SOQ content shall include but not be limited to the following:

4.3.1 **General Information – Corporate Structure, Organization**

- Description of firm/team
- Legal company organization; organization chart with names
- List of applicable licenses

4.3.2 **Experience**

4.3.2.1 Relevant Firm Experience

- a. Firms' overall reputation, service capabilities and quality as it relates to this project.
- b. List and briefly describe 3-5 comparable projects completed by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include contract value (original value plus contract amendments, if applicable), project owner, project location, contract name and title, address, current/accurate telephone number, fax number, and email address (if available).
- c. A minimum of three (3) referrals and references from other agencies and owners. If possible, references should be from the projects listed above.
- d. List and describe any litigation; arbitration; claims filed by your firm against any project owner because of a contract dispute; any claim filed against your firm; termination from a project.
- e. Applicant's capacity and intent to proceed without delay if selected for this work
- f. Type and amount of self-performed work

4.3.2.2 Team Experience & Qualifications

- a. Describe each team member's position within the firm. Provide resumes of each proposed team member. List professional continuing education.
- b. Briefly describe each team member's role on this project.
- c. Provide "team" experience working together on similar projects.
- d. Identify proposed subconsultants/subcontractors, and your method of subconsultant/subcontractor selection, if applicable. Attach a proposed subconsultant/subcontractor Plan.
- e. Explain your understanding of, and experience with Financial Underwriter Service.

4.3.3 Project Understanding and Approach

- a. Describe your understanding of the project.
- b. Identify and discuss any potential problems that could occur during performance the work.
- c. Identify and discuss methods to mitigate those problems.
- d. Describe the work you anticipate self-performing, the work you anticipate being performed by subconsultants/subcontractors.

4.3.3.1 Approach to Project Management

- a. Describe in detail your firms approach to providing underwriting services and change orders.
- b. Describe your planning, scheduling, and estimating tools.
- c. Describe your quality control plan, dispute resolution, and safety management.

- d. Highlight innovative ideas your firm may have to provide these services and explain why your approach is advantageous to the City.

4.3.4 Answer the following questions, and, if the response is affirmative, provide details and explanation:

4.3.4.1 Within the past 24 months, has your firm and/or any of its employees been the subject of any investigation relating to the municipal industry by the SEC, NASD, NYSE, or any other State or Federal organization that oversees, regulates, licenses or is otherwise responsible for the municipal industry?

4.3.4.2 Within the past 24 months, has your firm and/or any of its employees been involved in any litigation, arbitration, disciplinary, or other actions arising from the firm's underwriting, management, derivatives, or municipal securities activities?

4.3.4.3 Is there any compensation arrangement or relationship between your firm and any other non-affiliated firm(s) or individuals that may be associated with or impact your possible engagement in the City's financing program?

4.3.5 Other Factors

- a. Current workload and ability to proceed promptly.
- b. Willingness to abide by the City's Standard Agreement.
- c. Provide statement regarding your assurance that this engagement will not result in a conflict of interest.
- d. Relevant factors impacting the quality and value of work.

5.0 SELECTION CRITERIA & EVALUATION SUBMITTAL REQUIREMENTS

The City is interested in selecting a qualified firm with the ability to provide Financial Underwriter Service. A key component for the successful firm will be the ability to meet the performance desires of the City while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the SOQs, 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 SOQs.

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.

The SOQ responses shall be evaluated according to; demonstrated understanding of tasks required, technical approach to specified operations, qualifications of staff, experience of

company, demonstrated knowledge of best practices for identified scope, financial business strength and fee schedule. Proper format and demonstrated experience will merit consideration.

5.1 EVALUATION

The Panel will evaluate the SOQ responses based on, but not limited to, the below criteria.

1. The overall statement of your understanding of the City's requirements. The detailed description outlining your firm's approach to providing Financial Underwriter Services. Highlighted innovative ideas your firm may have to provide these services and explain why your approach is advantageous to the City.
2. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents.
3. Firm's demonstrated operation capabilities stressing the ability to provide Financial Underwriter Services.
4. Professional experience performing Financial Underwriter Services for the past five (5) years. Include the following information: issuer, par amount, competitive or negotiated, type of issue and date of issue.
5. Each firm has a unique mix of experience and capabilities to offer; however, we recognize some firms may not want to participate in all types of financing. Please indicate whether your firm believes that it can add value to the financing categories previously mentioned and in which financing categories you wish to participate. Your desire to not be considered for any one category will not affect your evaluation or placement in other categories.
6. The names, addresses and telephone numbers of three (3) California clients whom you have served as a Financial Underwriter on specific transactions and served as the entity's Independent Registered Financial Underwriter.
7. Related experience with similar projects, company background and personnel qualifications.
8. Proponent's Covenant (Attachment A).
9. Non-Collusion Affidavit (Attachment B).
10. References.
11. Financials Review.
12. Interview/Presentation, if applicable; and
13. Any other criteria as best suits the City of Stockton.

5.2 SELECTION PROCESS

The City intends to establish a list of at least three (3) firms that will be used over a five (5)-year period to provide Financial Underwriter Service. Depending on how many SOQ's are submitted, the City may short list down to manageable number of firms for the final list.

Firms will be selected based on written responses to this SOQ and if applicable, an oral interview. Submittals will be evaluated and scored based upon the criteria stated in

Sections 4 and 5 of this solicitation for those firms who have complied with the minimum qualification requirements.

Typically, three (3) firms with the highest scores will be selected for the “short list.” These firms will be invited for an interview and asked to make an oral presentation on their firm and its qualifications and experience.

5.3 ACCEPTANCE OR REJECTION OF SOQ

The SOQ response shall be prepared and submitted in accordance with the provisions of these solicitation 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 SOQ response if the City chooses to do so. The City may not accept a SOQ response if any document or item necessary for the proper evaluation of the SOQ response is incomplete, improperly executed, indefinite, ambiguous, or missing.

The City reserves the right to select the successful SOQ response and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with Proponent whose SOQ response is most responsive to the needs of the City. Further, the City reserves the right to reject any and all SOQ responses, or alternate SOQ responses, 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 SOQ response, or portions thereof, received in response to the SOQ or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement as a result of this SOQ.

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

Failure to submit all requested information could be grounds to reject the SOQ.

5.4 QUESTIONS AND REQUESTS FOR CLARIFICATION

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

stocktonbids@stocktonca.gov

Requests for clarification shall be submitted by the SOQ question due date stated on RFSOQ Information page 3. If a response warrants a clarification to the RFSOQ, such clarification will be posted on Bid Flash on the SOQ submittal due date stated on RFSOQ Information page 3. It is the Proponent's responsibility to check the website for any addenda or responses to questions.

5.5 PRODUCT OWNERSHIP

Any documents resulting from the performance of work in the contract will become property of the City. This includes all work performed by sub-consultants.

6.0 CITY REQUIREMENTS

6.1 CITY RESPONSIBILITIES

City will provide all readily available plans, documentation, and data necessary for completing the above tasks.

Staff will be available as needed and will assist with coordination of stakeholder meetings and public outreach.

6.2 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

6.3 TERM

The term of the awarded contract shall be for five (5) years.

6.4 OTHER GOVERNMENT AGENCIES

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

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

6.5 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 the insurance requirements listed in attached Exhibit B.

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

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

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

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

6.6 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.

6.7 METHOD OF PAYMENT

Payment will be made within thirty (30) days after invoices are received and accepted by the City. Invoices are to be rendered monthly, unless prescribed differently per contract.

6.8 NOTICE TO OUT OF STATE BUSINESS

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state business, unless documentation is provided by Proponent evidencing the business is registered with the state of California.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California, not registered with the state and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number SR KHE 28-051174 DP. Please do not include sales/use tax on the invoice that you submit to the City of Stockton.

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

6.9 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.

6.10 PROTEST POLICY

Protest and Appeal Procedures. To maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

6.10.1. Protest Procedure

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

6.10.2. Protest Review

- 1.1.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 1.1.2 The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's, the decision is mailed to the protesting party.
- 1.1.3 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.
- 1.1.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.

- 1.1.5 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.
- 1.1.6 If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- 1.1.7 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.

Bidders, Proponents, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist by emailing stocktonbids@stocktonca.gov.

7.0 GENERAL REQUIREMENTS, TERMS & CONDITIONS CITY REQUIREMENTS

7.1 CONSEQUENCE OF SUBMISSION

- A. The City shall not be obligated to respond to any SOQ submitted nor be legally bound in any manner by the submission of a SOQ.
- B. Acceptance by the City of a SOQ 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.

7.2 RIGHT TO CHANGE OR AMEND REQUEST

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

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

7.3 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 SOQ.

7.4 EXAMINATION OF PROPOSAL MATERIALS

The submission of a SOQ shall be deemed a representation and warranty by the Proponent that it has investigated all aspects of the solicitation, that it is aware of the applicable facts pertaining to the solicitation process and its procedures and requirements, and that it has read and understands the solicitation. No request for modification of the provisions of the SOQ 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 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.

7.5 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 solicitation shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON
ATTN: SUSAN GARCIA
PROCUREMENT DIVISION
400 E MAIN, 3RD FLOOR
STOCKTON, CA 95202
stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City in accordance with the date identified on page 3 of this solicitation. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid on the date identified on page 3 of this solicitation and will become a part of the solicitation. The Proponent should await responses to inquiries prior to submitting a SOQ response.

7.6 CAUSES FOR DISQUALIFICATION

Any of the following may be considered cause to disqualify an SOQ:

- a. Evidence of collusion among Proponent
- 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 solicitation process will, and shall be, just cause for disqualification/rejection of Proponent response/Proponent's bid submittal and considered non-responsive.

- d. A Proponent's default or breach of contract in previous work that resulted in termination of that agreement and/or
- e. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- f. No person, firm, or corporation shall be allowed to make, 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.

7.7 CONDITIONS IF WORK IS SUBCONTRACTED

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

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

7.8 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required to perform the scope of work will be the sole cost and responsibility of the successful Proponent.

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

7.9 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. 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.

7.10 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 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.

7.11 AVAILABLE FUNDING

Any contract which results from this solicitation 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.

7.12 TERMINATION FOR CONVENIENCE

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

7.13 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.

7.14 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.

7.15 AWARD

Upon completion of the evaluation and, if applicable, interviews, three (3) firms will be selected to establish a vendor pool and negotiate a contract. The selected firms will be asked to submit a fee proposal specifying the hourly rates for specific classifications of employees, subcontractors, and/or services to be provided. The fee proposal shall consist of a detailed basic fee structure, broken down to provide services for all types of debt transactions that includes, but not limited to: COP's/Revenue Bonds, Assessment/Mello Roos Bonds (both rated and non-rated), Tax Allocation Bonds, and Loans from governmental Agencies, along with a break-down of any other charges related to your firm's Statement of Qualifications. The Finalists fee structure may be subject to negotiation to create fixed rates.

If a satisfactory agreement cannot be negotiated, the City will terminate negotiations with that firm and begin negotiations with the next ranked firm, and so on. After successful negotiations, a contract will be awarded and executed with the successful firms. Each time there is an upcoming call for Financial Underwriter Service projects, proposals will be solicited from each firm on the established list. The City does not guarantee the amount of services being requested from each firm, and may utilize services from firms in other contracts on an as needed basis (example: if a firm is unavailable to provide the work or the City and the firm cannot agree on a per project costing).

Once the contracts are executed, projects will be assigned to firms based on the City's evaluation of best fit and the firm's ability to successfully complete the work in the needed timeline. Cost for each project will be negotiated based on the complexity of and time commitment required for successful completion.

Each firm selected for the vendor pool will be expected to enter into a Professional Services Contract or a purchase order agreement with the City. Proponents shall direct

their attention to the most current insurance and indemnification language contained in this solicitation. It is expected that the successful proponent will accept these terms without modification. However, if there are any exceptions to the City's requirements proponents are encouraged to include a narrative detailing any concerns to the language on insurance and indemnification.

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

8.0 PROPOSAL DOCUMENTS

FINANCIAL UNDERWRITER SERVICE	
PUR 21-029	
SUBMITTAL DUE: THURSDAY, FEBRUARY 10, 2022, AT 2:00 PM	
RFSOQ Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 city.clerk@stocktonca.gov (if applicable)
Proponent Business Name	
Proponent Contact Name	
Proponent Address	
Proponent Phone Number	
Proponent Email Address	
Department of Industrial Relations ID Number (if applicable)	

ATTACHMENT A- PROPONENT’S COVENANT

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

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

FIRM

ADDRESS

SIGNED BY & DATE

TITLE OR AGENCY

PHONE/FAX NUMBER

EMAIL

ATTACHMENT B - NON-COLLUSION AFFIDAVIT
AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF _____, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20__

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF _____, _____)ss.
County of _____)
(insert)

_____ being first duly sworn, deposes and says: That they are the _____ of _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

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

Seal _____

Signature _____

No. 3

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF _____)ss.

County of _____)

(insert)

_____, each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership, designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

9.0 PROPOSAL EXHIBITS

9.1 Exhibit 1 – Insurance Limits

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

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

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

This project is subject to Insurance Requirements for Financial Underwriter Service.

Visit the following website to review the appropriate insurance requirements for this solicitation:

<http://www.stocktonca.gov/government/departments/humanResources/riskServices/insurance.html>

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

9.2 [Exhibit 2 – Sample Contract](#)

Any major provision changes to the sample contract should be submitted by the Proponent along with the SOQ response.