

OCTOBER 20, 2021



REQUEST FOR PROPOSALS (RFP) PUR 21-030
INVESTMENT MANAGEMENT SERVICES

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, DECEMBER 9, 2021, IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

**REQUEST FOR PROPOSALS (RFP)
INVESTMENT MANAGEMENT SERVICES**

Dates and Times are Subject to Change

RFP INFORMATION	
PUR-21-030	
Contact	Susan Garcia
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	N/A
MANDATORY/OPTIONAL Site Tour	N/A
RFP 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	November 15, 2021
Due Date for Response to Questions/Clarifications	November 23, 2021
RFP Submittal Due Date & Time	December 9, 2021
Short-List Interviews (if applicable)	N/A

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, December 9, 2021, at 2:00 pm** by the City of Stockton, California for **Investment Management Service – PUR 21-030** in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from firms or individuals, herein after referred to as “Proponent” to provide Investment Management Services to the City. Currently, the City of Stockton maintains approximately \$750 million in its pooled cash and investment portfolios. This is further divided into two main categories: reserve investment pool and liquid pool. The reserve investment pool is the long-term portfolio that is managed by an investment management firm. The liquid portion serves City’s short term cash needs and day-to-day operations; the liquid portion consists of Local Agency Investment Fund (LAIF) and a demand deposit account with a financial institution

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal 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.

Proposal forms and specifications are available on the City’s website at www.stocktonca.gov/DEPTBIDFLASH. Sealed proposals 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 RFP; no proposals will be opened or read aloud.

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

For questions about this project, please contact Susan Garcia at stocktonbids@stocktonca.gov or (209) 937-8001.

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

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1.0 BACKGROUND/SUMMARY

Currently, the City of Stockton maintains approximately \$750 million in its pooled cash and investment portfolios. This is further divided into two main categories: reserve investment pool and liquid pool. The reserve investment pool is the long-term portfolio that is managed by an investment management firm. The liquid portion serves City's short term cash needs and day-to-day operations; the liquid portion consists of Local Agency Investment Fund (LAIF) and a demand deposit account with a financial institution.

2.0 SCOPE OF SERVICES

2.1 The scope of services includes, but not limited to, the following:

- A. The investment management firm will provide discretionary investment advisory services to help govern the City's investment portfolio, reserve investment pool currently valued at approximately \$550 million.
- B. The City requires comprehensive monthly and quarterly statements on all its holdings. The firm is also responsible for generating consolidated statements, which will entail both the reserve and liquid portions of the City's investments. City staff will provide the firm with daily balances in its liquid accounts, or upon request.
- C. The investment management firm will assist the City with maturity analysis and provide credit analysis of investment instruments in the portfolio.
- D. The investment management firm will evaluate market risk and develop strategies that minimize the impact on the portfolio.
- E. The investment management firm will establish an appropriate performance benchmark that provides full understanding and assurance of portfolio compliance with applicable policies and laws and the City's Investment Policy.
- F. The investment management firm will ensure the portfolio structure matches these objectives:
 - 1. Adheres to the City Investment Policy objectives
 - 2. Provides for operational efficiency and information flow on the portfolio
 - 3. Improves its investment capabilities
- G. The investment management firm will vote proxies on behalf of City unless otherwise instructed. The firm should have adopted and implemented written policies and procedures and provide the City with a description of the proxy voting

procedures upon request.

- H. The investment management firm will not have custody or possession of the funds or securities that City has placed under its management. City will appoint a custodian to take and have possession of its assets.

2.2 QUALIFYING REQUIREMENTS – INVESTMENT MANAGEMENT SERVICES

- A. The investment management firm must be registered under the Investment Advisors Act of 1940
- B. Investment Management Services must accomplish the following:
 - i. Safeguard the principal of the City
 - ii. Meet liquidity needs of the City
 - iii. Achieve a return on invested funds
- C. The investment management firm will be granted with full discretion to purchase and sell investment securities in accordance with the City' investment policy; so, the firm must always remain in compliance with all Federal, State and local laws governing the investment of moneys under the control of the treasurer, and as specified in the California Government Code (CGC) Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds
- D. The firm must agree to assign experienced and dedicated staff who are committed to and capable of managing our investment portfolios
- E. The firm must be able and willing to attend meetings with City' staff and board members to go over investment strategies and portfolio fluctuations
- F. A successful investment management firm will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other firm, or corporation without previous consent in writing from the City
- G. The firm must disclose any SEC, FINRA, or regulatory censure or litigation involving the firm or its employees within the past 5 years
- H. The firm must outline the coverages it carries for errors and omissions (personal liability) and fidelity bond coverage; it must also provide a current certificate of insurance
- I. The firm will immediately notify the City should it fail to meet any requirements

set forth in the California Government Code (CGC) Section 53600.5; if it is ever under any censure or litigation by regulatory Agencies; or if it fails to meet any other qualifying requirements during the term of the contract

3.0 PROJECT SCHEDULE OF EVENTS

The dates indicated on page *i* of this RFP are the anticipated milestones for this project. All dates are subject to change.

4.0 SUBMITTAL REQUIREMENTS

4.1 PROPOSAL GUIDELINES, CONTENT AND FORMAT

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' 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 FOUR (4) copies of your proposal/qualifications. Additionally, submit one (1) USB with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.
- E. The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.
- F. Material and data not specifically requested for consideration, but which the Proponent wishes to submit must not appear with the proposal but may appear only in an "Additional Data" section. This has specific reference to the following types of data: Generalized narrative of supplementary information; and Supplementary graphic material.
- G. 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.
- H. 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.

- I. If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal 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.
- J. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

4.2 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.

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

- A. The names of the key members of the consultant team;
- B. The mailing address, telephone number, and the name of the main point of contact for the consultant team;
- C. A summary of the consultant's Investment Management Services experience and qualifications and the significant advantages to selecting the consultant;
- D. An acknowledgement of receiving any addendum(s) to the RFP document.

4.3 REFERENCES

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

- A. Name of the Project/Study
- B. Location of the Project
- C. Name, title, and contact information for the client.
- D. Project Budget
- E. Date of Completion of the Project

4.4 FINANCIAL STATEMENT

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.

4.5 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 including the following:

4.6 FIRM BACKGROUND AND PROFILE

- A. Describe the investment management organization, date founded, and ownership of the firm. Has the firm experienced a material change in organizational structure, ownership or management during the past three years? If so, please describe
- B. Describe any other business affiliations
- C. Describe the firm's sources of revenue, categorized by retail and institutional accounts
- D. Is the firm a registered investment advisor under the Investment Advisor's Act of 1940 as amended?
- E. Describe any SEC, FINRA, or regulatory censure or litigation involving the firm or its employees within the past three years
- F. Did you, or will you, pay a finder's fee to any third party for business related to this account? Specify the recipients of any fee
- G. Outline the errors and omissions (professional liability) and fidelity bond coverage the firm carries. Provide a valid, current Certificate of Insurance
- H. Identify the types of accounts primarily sought by the firm

4.7 EXPERIENCE

- A. Describe the firm's experience in managing fixed income portfolios for public funds and governmental entities

- B. Describe what is the firm's experience in developing policies and portfolio management guidelines for government portfolios.
- C. Identify and describe if the firm receives any other form of additional compensation (including soft dollars) for the client transactions aside from the direct fee paid by clients.
- D. Provide the number and types of accounts, total asset value, and composition of portfolios currently being managed by the firm

4.8 STAFFING

- A. Identify and provide background information on the key person or personnel who take the most active role(s) in the administration and management of the firm
- B. Identify the investment professionals (portfolio managers, analysts, and researchers) employed by the firm, by classification, and specify the average number of accounts handled by portfolio managers. Identify if there are any established limits on accounts or assets under management.
- C. Provide resumes and biographical information on key investment professionals that will be directly involved in the decision-making process for the portfolio. Include the number of years at the firm, total years of experience, and professional licenses and designations. Include the number of accounts managed and any limits on this
- D. Describe the firm's training and education efforts to keep portfolio managers informed of developments relevant to government investment managers
- E. Identify if there has there been any turnover of professional staff in the firm in the last three (3) years who were assigned to public sector clients.

4.9 INVESTMENT MANAGEMENT SERVICES: APPROACH AND DISCIPLINE

- A. Briefly describe the firm's investment management philosophy, including its approach to managing governmental portfolios
- B. Describe how frequently the firm formulates and reviews its fixed income strategy. Describe how it is carried out and who is involved
- C. Describe what are the primary strategies for adding value to portfolios (e.g., market timing, credit research, trading)

- D. Describe how are portfolios managed (e.g. by team, individual manager). Describe what the back-up is when the manager is away.
- E. Provide what oversight is provided to portfolio managers
- F. Describe the firm's in-house technical and research capabilities. Identify any outside sources used by the firm on a regular basis. Describe the firm's credit review process
- G. Provide what percentage of research is conducted in-house
- H. Provide what technical analysis (if any) is used
- I. Describe what role does interest-rate forecasting play in the firm's portfolio management strategy.
- J. Describe how will fluctuating cash be handled.
- K. Describe the ongoing daily investment procedures proposed for the City, including procedures for trades, security choice, controls, etc., and how liquidity will be provided.
- L. Identify how frequently would you suggest the firm's staff meet with the Investment Committee or City' staff. Identify who will attend these meetings.

4.10 REPORTING

- A. Describe the investment accounting and reporting system used by the firm
- B. Describe the frequency and format of reports that would be provided to the City. Attach a sample
- C. Describe what performance benchmarks are suggested for this portfolio. Provide recommendations regarding performance benchmarks for a portfolio similar to that of the City. Provide what experience has the firm had in developing benchmarks for public operating portfolios

4.11 ADDITIONAL INFORMATION

- A. Briefly describe any additional features, attributes, or conditions which the City should consider in selecting the firm. Describe any other services the firm can provide

- B. Provide a copy of the firm’s most recent ADV Part II as on file with the SEC
- C. Provide any contract language the firm requests or requires to be included in a contract for this service
- D. Describe the firm’s business continuity plan, how often it is updated, and what assistance would be available to the City

4.12 ASSETS UNDER MANAGEMENT

- A. Summarize the firm’s institutional investment assets under management by category as shown below for the latest reporting period:

	Governmental	Non-Governmental
Operating/Bond Funds	\$	\$
Pension Funds	\$	\$
Foundations	\$	\$
Equity Funds	\$	\$
Total	\$	\$

- B. Summarize the assets under management (institutional only) over the past five years and average assets per client
- C. Provide relevant performance statistics on a comparable portfolio and compare with industry averages or benchmarks for the last one (1), three (3), five (5), ten year periods and/or since inception. Note whether these performance statistics are reported based on GIPS (Global Investment Performance Standards) formerly known as AIMR (Association for Investment Management and Research)
- D. List comparable or most representative governmental clients. Identify the nature of the funds and provide a contact name and number for each
- E. Identify how many accounts have been gained in the last 12 months. Identify how many accounts have been lost in the last 12 months and why.

4.13 PROPOSAL FEE

- A. Provide the complete fee schedule that would apply to this account.
- B. Provide what additional expenses not covered through the fee structure will

- be expected in order to implement the investment advisory services
- C. Submit the proposal fee under sealed, separate envelope. Do not include with the technical proposal response. Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.

5.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide Investment Management Services. 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 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.

Proposals 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 proposal. Proper format and demonstrated experience will merit consideration.

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

1. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents.
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. Financials Review.
8. Interview/Presentation, if applicable; and
9. Any other criteria as best suits the City of Stockton.

6.0 CITY REQUIREMENTS

6.1 CITY RESPONSIBILITIES

City will provide all readily available plans, documentation, and data necessary for completing the above tasks. City will provide the City's Investment Policy as an exhibit to this RFP.

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 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 PRE-SUBMITTAL MEETING

N/A.

6.4 TERM

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

6.5 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.

6.6 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder'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 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 PROTEST POLICY

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

6.11.A Protest Procedure

- 6.11.1 All protests must be in writing and stated as a formal protest.
- 6.11.2 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.
- 6.11.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.11.4 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.
- 6.11.5 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.
- 6.11.6 Deliveries of the protest by hand, mail, email or fax are acceptable.
- 6.11.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
- 6.11.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

6.11.B Protest Review

- 6.11.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 6.11.2 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.
- 6.11.3 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.
- 6.11.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.

- 6.11.5 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.
- 6.11.6 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).
- 6.11.7 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

7.1 CONSEQUENCE OF PROPOSAL SUBMISSION

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

7.2 ACCEPTANCE OR REJECTION OF PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with Proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all

proposals, or alternate proposals, or waive any informality 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 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 as a result of this RFP.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this RFP.

7.3 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Proponent of any material changes by posting on the City's website. No one is authorized to amend any of the RFP requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/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 proposal as submitted.

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

7.4 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.

7.5 EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Proponent that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the Proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the RFP 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.

7.6 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications, questions, or answers of this RFP shall be made in writing/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 *i* of this RFP. Any City response to a request for clarifications/questions/answers will be posted on the City's website at www.stocktonca.gov/adminbid the date identified on page *i* of this RFP, and will become a part of the RFP. The Proponent should await responses to inquiries prior to submitting a proposal.

7.7 DISQUALIFICATION

- a. Any of the following may be considered cause to disqualify a Proponent without further consideration:
- b. Evidence of collusion among Proponents;
- c. Any attempt to improperly influence any member of the evaluation panel;
- d. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of Proponent's proposal/Proponent's bid submittal and considered non-responsive.
- e. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- f. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- g. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

7.8 CONDITIONS IF WORK IS SUBCONTRACTED

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

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.

7.9 LICENSING REQUIREMENTS

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

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

7.10 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.

7.11 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.

7.12 AVAILABLE FUNDING

Any contract which results from this RFP will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

7.13 TERMINATION FOR CONVENIENCE

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

7.14 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.

7.15 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.

7.16 AWARD

Upon conclusion of the RFP process, a contract may be awarded for the project described in this RFP. The City reserves the right to select the successful Proponent and to negotiate terms of a contract with the Proponent whose proposal is most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

8.0 PROPOSAL DOCUMENTS

INVESTMENT MANAGEMENT SERVICES	
PUR-21-030	
SUBMITTAL DUE: THURSDAY, DECEMBER 9, 2021 AT 2:00 PM	
RFP 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 – PROJECT SUBMITTAL CHECKLIST

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

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 AND PLACE IN THE FRONT OF YOUR PROPOSAL).
- ✓ Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
- ✓ Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.
- ✓ Include your proposal, as outlined in these specifications.
- ✓ Submit one (1) ORIGINAL (unbound, no staples) and FOUR (4) COPIES of all proposal documents. Additionally, submit one (1) USB with an electronic version of the proposal or electronically to city.clerk@stocktonca.gov.
- ✓ Review, print and sign all clarifications/questions/answers on the City's website at www.stocktonca.gov/adminbid and submit with the proposal response.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to city.clerk@stocktonca.gov.

ATTACHMENT B- PROPONENT’S COVENANT

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

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of 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 C - 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 0 – City’s Investment Policy is posted on Bid Flash as Exhibit 0

9.2 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 Professional Services

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

9.3 [Exhibit 2 – Sample Contract](#)

Any major provision changes to the sample contract should be submitted and titled “Exceptions” by the Proponent along with the proposal response. The sample contract is posted on bid flash as Exhibit 2