



**REQUEST FOR STATEMENT OF QUALIFICATIONS (RSOQ)
BOND AND DISCLOSURE COUNSEL SERVICES FOR THE
CITY OF STOCKTON
PROJECT NO PUR 24-002**

STATEMENT OF QUALIFICATIONS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, OCTOBER 19, 2023, 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) TO PROVIDE BOND AND DISCLOSURE COUNSEL SERVICES

Dates and Times are Subject to Change

RFSOQ INFORMATION	
PUR 24-002	
Contact	Patricia Monesi
Email Address	stocktonbids@stocktonca.gov
Pre-Submittal Meeting	There is no Pre-Submittal Meeting
MANDATORY/OPTIONAL Site Tour	There is no Site Tour
RFSOQ Submittal Electronic Mail	city.clerk@stocktonca.gov
Due Date for Questions and Clarifications	Thursday, October 5, 2023; 2:00 pm
Due Date for Response to Questions/Clarifications	Wednesday, October 11, 2023,
RFSOQ Submittal Due Date & Time	Thursday, October 19, 2023; 2:00 pm Proposal shall be electronically delivered to the email address above at or before the hour stated. Proposals arriving after the opening deadline will not be accepted.
Short-List Interviews (if applicable)	TBD
Notification of Intent to Award	Thursday, November 14, 2023

NOTICE INVITING STATEMENT OF QUALIFICATIONS

NOTICE IS HEREBY GIVEN that sealed Statement of Qualifications (SOQ) will be received no later than **Thursday, October 19, 2023, at 2:00 pm (PST)** by the City of Stockton, California for Bond and Disclosure Counsel Services for the City of Stockton - PUR 24- 002 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 to the City Bond and Disclosure Counsel Services for the City of Stockton. The City is seeking to establish its vendor pool for Bond and Disclosure Counsel Services for a five-year term. The City, on an as-needed basis, issues debt to finance the construction of capital facilities and infrastructure. The frequency varies from year to year; however, the City will typically issue or refinance existing debt from two to six times per year.

Each sealed SOQ shall be marked "STATEMENT OF QUALIFICATION" and shall indicate the project name, number, and SOQ opening date, and shall be electronically delivered to the email 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/AdminBid. Proposals must be electronically delivered to city.clerk@stocktonca.gov. 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 SOQs received and re-advertise or cancel the solicitation in its entirety.

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

ELIZA GARZA, CMC, CITY CLERK
CITY OF STOCKTON

1. INTRODUCTION

The City of Stockton (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 324,888. 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) 2023-24 annual adopted budget for the City of Stockton is approximately \$912 million (\$750 million operating, \$48 million debt, and \$114 million capital). The total budget amount for salaries, for FY 2023-24, is approximately \$301 million, to cover over 1,790 full-time positions. The largest sources of revenue in the City's General Fund are Sales Taxes, Property Taxes, Utility Users Tax, Franchise Fees, and Business Licenses. The City has three district transaction and use taxes.

The City's Comprehensive Annual Financial Report for the year ended June 30, 2022, and was presented to Council at the February 7, 2023, Council meeting. It is available at the hyperlink listed below:

https://www.stocktonca.gov/files/2022_ACFR_Final.pdf

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this Request for Statement of Qualifications; however, the City reserves the right to modify the activities, timeline or any other aspect of the process at any time, as deemed necessary by City staff.

By requesting Statements of Qualifications, the City is in no way obligated to award a contract or pay the expenses of proposing Bond and Disclosure Counsel firms in connection with the preparation or submission of a proposal. The awarding of any contract will be contingent on the availability of funds and the requisite staff and Council approvals. The City will base its decision to award any contract to Bond and Disclosure Counsel firms on a variety of factors, including evaluation of Statements of Qualifications and any subsequent negotiations as a result of this solicitation. It is the City's interest to do business with Bond and Disclosure Counsel firms who are dedicated to the government market. No single factor will determine the final award decision.

2. SCOPE OF WORK

The City of Stockton (the "City") is seeking to establish its vendor pool for Bond and Disclosure Counsel Services for a five (5) year term. The City, on an as-needed basis, issues debt to finance the construction of capital facilities and infrastructure. The frequency varies from year to year; however, the City typically will issue or refinance existing debt from two to six times per year.

The City of Stockton usually will issue Certificates of Participation / Lease Revenue Bonds, Water and Sewer Revenue Bonds, 1913/15 Act Assessment Bonds, Mello-Roos ("CFD") Bonds and Marks-Roos Revenue Bonds. The purpose of this RFSOQ will be to pre-qualify

a pool of forms for a five (5) year term that the City will choose to work with on a per-transaction basis.

2.1 SERVICES REQUIRED FOR BOND COUNSEL/CO-BOND COUNSEL

The scope of services for bond counsel and co-bond counsel may include, but not be limited to, the following:

- Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal income tax purposes and/or State income tax purposes as applicable.
- Rendering a supplemental bond counsel opinion regarding the Preliminary Official Statement and the Official Statement in so far as such statements expressly summarize certain provisions of the bonds are accurate in all material respects.
- Examining applicable laws, preparing authorizing documents, consulting with parties to the transactions, reviewing proceedings, and performing additional duties as necessary to render the opinion(s).
- Providing advice or opinions as requested regarding any tax covenants or provisions to assure that interest on the bonds will be excluded from gross income for federal income tax purposes.
- Preparing and reviewing of documents necessary or appropriate to the authorization, issuance, sale and delivery of the bonds, coordinating the authorization, review, and execution of these documents, and where appropriate, drafting enabling legislation.
- Assisting the issuer in seeking from other governmental authorities any approvals, permissions, and exemptions necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the bonds.
- Reviewing legal and tax issues relating to the structure of the bond issue or projects being financed by the bonds.
- Reviewing or preparing the applicable sections of the offering document to be disseminated in connection with the sale of the bonds that relate to the description of the bonds, financing documents, bond counsel opinion, and tax matters.
- Participating, when requested, in activities associated with presenting information to rating agencies and/or credit enhancement providers relating to legal issues affecting the issuance of the bonds.
- Reviewing or preparing the notice of sale or bond or note purchase contract for the bonds or notes, as requested.
- Providing continuing legal advice, as requested, on issues related to the sale and the administration of obligations.

- In cases where a separate disclosure counsel is not retained by the issuer, performing the duties described under DISCLOSURE/CO-DISCLOSURE COUNSEL.
- Providing guidance on issue price.
- Providing other legal opinions as required.
- Participating in meetings, as requested, relating to the issuance or administration of bonds or notes.
- Preparing the official transcript for the bond or note issue.
- Keeping the CFO informed of rulings issued by federal and State regulatory agencies including, but not limited to, the U.S. Securities Exchange Commission, Internal Revenue Service and Municipal Securities Rulemaking Board, which impact the issuance of the bonds and/or administration of bonds.
- Providing training, as requested; and
- Any additional duties as requested for specific bonds.

2.2 SERVICES REQUIRED FOR DISCLOSURE/CO-DISCLOSURE COUNSEL

The scope of duties shall include, but is not limited to, the following:

- Preparing the preliminary and final official statements, including any supplements and related certificates.
- Preparing the Notice of Sale, if requested.
- Preparing disclosure on the City of Stockton, known as Appendix A, to the preliminary and final official statements for use in all offering documents.
- Providing a "10b-5" letter of negative assurance with respect to the preliminary and final official statements.
- Reviewing or preparing the continuing disclosure undertaking of the issuer.
- Providing advice and review on matters relating to continuing disclosure compliance, annual reporting requirements, listed event notices, and policies and procedures.
- Reviewing, as necessary, applicable laws and pertinent documents.
- Providing disclosure training to the issuer, borrower, and other obligated parties.
- Participating in meetings and discussions with various parties, including investors, rating agencies, or credit providers as requested; and
- Reviewing any investor presentations or advertising materials.

2.3 MINIMUM QUALIFICATIONS

In order to be eligible for admission to the City's Bond Counsel / Disclosure Counsel Pool, all firms must meet the following minimum qualifications:

- **PUBLIC FINANCE EXPERIENCE**
The Proponent, or its attorneys designated to work on City financing transactions, must have a minimum of three years of experience serving as bond and disclosure counsel on publicly offered tax- exempt bond transactions.
- **LICENSED IN THE STATE OF CALIFORNIA**
The Proponent must have a business presence comprised of one or more offices in the State of California with attorneys licensed to practice law in the State who will be primarily responsible for providing or supervising the services to be rendered under the engagement.
- **CONFLICTS OF INTEREST**
Proponent(s) will be required to provide information regarding any existing or potential conflict of interest to CFO when retained to serve as bond counsel or disclosure counsel. Security Token Offerings (STO) or the applicable issuer reserves the right to make the final determination whether the existing or potential conflict should disqualify the firm from participating in the particular transaction.
- **BOND CAMPAIGN CONTRIBUTION AND SERVICES PROHIBITION CERTIFICATION**
Proponent(s) applying to the Bond Counsel Pool must certify that the Proponent has in place a policy or procedure requiring that the Proponent or any licensed legal professional associated with the Proponent who engages in legal services primarily for municipal securities business, shall not accept any legal services work with a municipal entity in California within two years of any contribution made or provided after the date of certification by the Proponent or any licensed legal professional associated with the Proponent, to a bond ballot campaign for bonds of the municipal entity.
- **MALPRACTICE INSURANCE**
The Proponent must maintain adequate malpractice insurance coverage that includes either a securities transaction rider or coverage without exclusion for securities transactions.

3. SUBMITTAL REQUIREMENTS

3.1 STATEMENT OF QUALIFICATIONS GENERAL GUIDELINES

The City uses a qualifications-based selection process in obtaining these services. Proponent 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) electronic version of the proposal to city.clerk@stocktonca.gov.
- e. It is required to provide a fee schedule as a separate file and also sent to city.clerk@stocktonca.gov.
- f. The body of the SOQ shall not exceed twenty (20) pages in no less than font size of 10 and no greater than font size 12. SOQ shall be no more than 20 pages, including resumes and the cover letter. Single sided pages are required.
- 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. The original SOQ must have original wet ink signatures. Modifications to a SOQ after the SOQ submittal deadline will not be accepted by the City.

3.2 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 – Attachment C
 - Financial - Certification of Financial Condition – Use Attachment D
- 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 experience and qualifications as it pertains to this Solicitation's Scope of Work and requirements, and the significant advantages to selecting the firm.

- b. **REFERENCES:** Please provide the names of three (3) California clients whom you have served as the entity's Independent Registered Bond and Disclosure Counsel firms. References to include current contact person, e-mail address and phone number of whom may be contacted regarding firm's performance. Use Attachment C for references.

A background reference review of each respondent will be conducted. 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 CONDITION:** 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. All Proponents are required to fill out Attachment D - Certification of Financial Condition.

The Proponent(s) deemed best evaluated and which the City intends to enter into a contract will be required to submit a full and detailed presentation of the true condition of the Proponent's assets, liabilities and net worth. The report should include a balance sheet and 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.

3.1 SOQ CONTENT

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

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

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

3.1.2 **Experience**

3.1.2.1 Relevant Firm Experience

- a. Provide a statement of professional experience providing a listing of the debt issuance for the fast five years. Include the following information: issuer, PAR amount, competitive or negotiated, type of issue and date of issue. Please provide the names of three (3) California clients whom you have served as the entity's Independent Registered Bond and Disclosure Counsel firms. A current contract person for each reference who may be contacted regarding firm performance should be included, along with their e-mail address and phone number.
- b. Firms' overall reputation, service capabilities, and quality as it relates to this project.
- c. 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.
- d. Applicant's capacity and intent to proceed without delay if selected for this work
- e. Type and amount of self-performed work

3.1.2.2 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. Provide an overall statement of your understanding of the City's requirements. Provide a detailed description outlining your firm's approach to providing Bond and

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

3.1.3 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.

3.1.3.1 Approach to Project Management

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

3.1.4 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.

4. SELECTION CRITERIA & EVALUATION SUBMITTAL REQUIREMENTS

The City is interested in selecting a qualified firms with the ability to provide and perform relevant services requested in this Solicitation and Scope of Work. A key component for the successful firm will be the ability to meet the performance desires of the City while minimizing the cost. Although cost is a factor, the best evaluated firm(s) may be determined on evaluation factors other than 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.

4.1 EVALUATION

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

1. Provide an overall statement of your understanding of the City's requirements. Provide a detailed description outlining your firm's approach to providing and performing services relevant to this Solicitation and Scope of Work. Describe your firm's understanding of the Scope and requirements set forth in this Solicitation. Indicate preferences of business process areas(s) or municipal department(s) if needed. Highlight 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. Demonstrate ability to meet deadlines and produce timely required deliverables. Demonstrate reliability of firm and continuity of firm's staff and sub consultants. Demonstrate ability to problem solve and provide creative and innovative solutions for process improvements, via examples of past projects.
3. Proponent's statement of professional experience.
4. 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.
5. Related experience with similar projects, company background and personnel qualifications.
6. Proponent's Covenant - Attachment A
7. Non-Collusion Affidavit - Attachment B
8. References – Attachment C
9. Certification of Financial Condition – Attachment D
10. Interview/Presentation, if applicable; and
11. Any other criteria as best suits the City of Stockton

4.2 SELECTION PROCESS

The City intends to establish a list of firms that will be used over up to a five (5) year period to provide requested services relevant to this Solicitation. Depending on how many SOQ's are submitted, the City may short list firms for contract consideration.

Proponent(s) 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 meeting the minimum qualification requirements.

Only Proponent(s) with the highest scores will be selected for the “short list.” These Proponent(s) may be invited for an interview and asked to make an oral presentation regarding qualifications and experience.

4.3 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 or irregularities in a SOQ response if the City chooses to do so. The City reserves the right to reject any 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 best evaluated SOQ response(s) and negotiate terms with the chosen Proponent(s). It also retains the discretion to reject any submissions or waive minor irregularities in the proposal if it serves the City's best interests. 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.

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

4.4 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 4. 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 4. It is the Proponent's responsibility to check the website for any addenda or responses to questions. Place the bid name and number in the subject line when sending any correspondence to Stocktonbids@stocktonca.gov.

4.5 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.

5. CITY REQUIREMENTS

5.1 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.

5.2 TERM

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

5.3 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.

5.4 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 1.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to 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.

5.5 APPLICABLE LAW

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

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

5.6 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.

5.7 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.

5.8 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.

5.9 PROTEST POLICY

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

5.10.1 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, , 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.

5.10.2 Protest Review

- 1.1.1 The Chief Financial Officer or designee shall respond in writing to material issues raised in the protest within 30 days of receipt of the protest letter.
- 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 decision has been made.
- 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.

6. GENERAL REQUIREMENTS, TERMS & CONDITIONS CITY REQUIREMENTS

6.1 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.

6.2 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(s) 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.

6.3 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.

6.4 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.

6.5 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: Patricia Monesi
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 4 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 4 of this solicitation and will become a part of the solicitation. The Proponent should await responses to inquiries prior to submitting a SOQ response.

6.6 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.

6.7 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.

6.8 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall

not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

6.9 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.

6.10 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.

6.11 TERMINATION FOR CONVENIENCE

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

6.12 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.

6.13 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.

6.14 AWARD

Upon completion of the evaluation and, if applicable, interviews, top ranked firms may be selected to establish a vendor pool and negotiate a contract. The fee proposal shall consist of a detailed basic fee structure per task along with a break-down of any other charges related to your firm's Statement of Qualifications. The fee schedule is located in Exhibit 3. The Finalists fee structure may be subject to negotiation.

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 service projects, proposals will be solicited from each firm awarded a contract 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 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.

7 PROPOSAL DOCUMENTS

BOND AND DISCLOSURE COUNSEL SERVICES FOR THE CITY OF STOCKTON	
PUR-24-002	
SUBMITTAL DUE: THURSDAY, DATE, AT 2:00 PM	
RFSOQ Submittal Electronic Mail	city.clerk@stocktonca.gov
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

No. 1

AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF _____, _____)ss.

County of _____)

(insert)

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

(Signature Individual Proponent)

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

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

Seal _____

Signature _____

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF _____, _____)ss.

County of _____)

(insert)

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

(Signature Corporation Proponent)

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

Seal _____

Signature _____

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 _____

ATTACHMENT C - REFERENCE FORM

CITY OF STOCKTON
RSOQ NO.: PUR 24-002
BOND AND DISCLOSURE COUNSEL SERVICES FOR THE CITY OF STOCKTON

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

LIST OF REFERENCES

1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

Signature and acknowledgment by signing below, I certify that I am authorized by the company named above to respond to this request.

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

ATTACHMENT D – CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Vendor Name: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature: _____

Date: _____

Printed Name: _____

Title _____

8 PROPOSAL EXHIBITS

8.1 [Exhibit 1 – Insurance Limits](#)

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 BOND AND DISCLOSURE COUNSEL SERVICES FOR THE CITY OF STOCKTON

8.2 [Exhibit 2 – Sample Contract](#)

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

8.3 [Exhibit 3 – Fee Schedule](#)