SCITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 22-010

MARKETING CAMPAIGN

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM (PT), THURSDAY, MAY 19, 2022 IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

REQUEST FOR PROPOSALS (RFP) MARKETING CAMPAIGN

*Dates and Times are Subject to Change * All times referenced in this RFP are Pacific Time*

RFP INFORMATION		
PUR 22-010		
Contact	Jennifer Alford	
Email Address	stocktonbids@stocktonca.gov	
MANDATORY	April 21, 2022 / 10:00 am (PT)	
Pre-Submittal Meeting	Location: Virtual via Microsoft Teams	
	To register and receive a meeting invitation,	
	email stocktonbids@stocktonca.gov at least 24	
	hours prior to the meeting start time.	
RFP Submittal	Office of the City Clerk	
Mailing, Delivery Address	425 North El Dorado Street, First Floor	
and Electronic Mail	Stockton, CA, 95202-1997	
	city.clerk@stocktonca.gov	
Due Date for Questions	April 27, 2022 / 1:00 pm (PT)	
and Clarifications		
Posted Responses to	On or around May 5, 2022	
Questions/Clarifications		
RFP Submittal Due Date	May 19, 2022 / 2:00 pm (PT)	
& Time		
	Please note that some overnight delivery services	
	do not deliver directly to the City Clerk's Office. This	
	could result in the proposal arriving in the City	
	Clerk's Office after the proposal opening deadline	
a.	and therefore not being accepted.	
Short-List Interviews	Date/Time/Location to be determined	
Bid Security & Bonds	☐ Bid Security ☐ Bonds	
Labor Compliance	☐ DIR Registration ☐ Contractor's License	

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than Thursday, May 19, 2022 at 2:00 pm (Pacific Time) by the City of Stockton, California for MARKETING CAMPAIGN – PUR 22-010 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 develop and execute a marketing program and brand strategy that will create better exposure, visibility, and publicity for the City of Stockton that will resonate with existing and prospective businesses, potential visitors, and industry leaders.

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, solicitation number, and proposal opening date, and shall be mailed or delivered to the address below at or before the time stated. Each Proponent must be licensed in accordance with applicable California State Law.

As part of the American Rescue Plan Act (ARPA) of 2021, the City anticipates receiving a new, "one-time allotment" of federal funds to address local needs generated by the COVID- 19 pandemic. ARPA funds may be used to support a wide variety of locally determined needs, including small business support and economic recovery through marketing efforts. For a full description of the City's planned ARPA allocations please see:

https://www.stocktonca.gov/government/departments/manager/ARP/default.html

Proposal forms and specifications are available on the City's website at https://www.stocktonca.gov/eddbid.

A mandatory pre-submittal meeting is scheduled for Thursday, April 21, 2022 at 10:00 am (PT). The meeting will be virtual via Microsoft Teams. To register and receive a meeting invitation, email stocktonbids@stocktonca.gov at least 24 hours prior to the meeting start time.

Sealed proposals must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202. 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 email stocktonca.gov. Questions are due by Wednesday, April 27, 2022 at 1:00 pm (PT).

ELIZA GARZA, CMC, CITY CLERK CITY OF STOCKTON

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1.0 BACKGROUND

The City of Stockton ("City") is California's 13th largest city. Over the last three decades, the City has evolved from a community recognized nationally for crime, poverty, and economic instability, to a city of diversity, destination, business opportunity and growth; and we have been recognized as one of most fiscally healthy cities in the nation by Truth in Accounting, in 2019, 2020, and 2021.

We are a city of innovation, determination, entrepreneurship, and opportunity, a community that is internally known for its tenacity, grit, and endurance. From our early days, these characteristics have defined us, and we recognize that our current logo – designed in 1999 – does not express the vision of who we are and what we are becoming. Our vision is:

"Stockton will become the best city in America to live, raise a family, and grow a business."

The City enjoys many attributes including its central location between the California coast and national forests, as well as proximity to California's state capital and Silicon Valley. The community's more than 320,000 residents and various businesses are representative of the City's cultural and economic diversity. Throughout its long history, the City has experienced many challenges but has continued to create and persevere with a strong sense of quiet pride.

The City is committed to growing the local economy and making Stockton the best place for families and businesses. Building upon the community's history, characteristics, and vision for its future, a marketing program and brand strategy is needed that will create better exposure, visibility, and publicity for the City of Stockton that will resonate with existing and prospective businesses, potential visitors, and industry leaders.

The City seeks a firm ("Consultant"), specializing in marketing, communications, public relations, and content creation with the talent, creativity, and ingenuity to help tell the Stockton story. We recognize that our image and branding speak volumes about who we are, where we have been, and where we are going. In essence, image and brand effects all aspects of the City.

2.0 SCOPE OF WORK

The City intends to award a contract to a single Vendor as a result of this RFP; however, the City reserves the right to award contracts to multiple Vendors or to no Vendors as a result of this RFP.

Overall Project Deliverables include:

- A. Brand Statement
- B. Market Research
- C. Marketing Campaign
- D. Collateral Toolkit
- E. Updated Logo and Graphic Standards Manual
- F. One-year Digital Plan and Implementation
- G. Proposed Media Plan

This is a "work for hire" project. All work products, including designs, documents, and files, will become the property of the City of Stockton to be used at its sole discretion and authority.

2.1 OUR GOALS

We are on a mission to make Stockton the best city in America to live, raise a family and grow a business. The future is bright for Stockton, and we are accelerating change with a driven and visionary leadership team. The recently adopted Economic Development Strategic Action Plan identifies one of the key pillars of economic growth being image and branding. The initiative should look to promote a brand that celebrates Stockton's strengths, bolsters outward facing pride among residents, and resonates externally to aid in driving business attraction and retention.

We need to tell our story from the inside out. Here is how we plan to achieve our goals:

1. Solidify a Brand Strategy

Build a brand strategy that takes into consideration previous substantial work conducted, considers existing content, studies, and work product. Create a strategy that fits in with the City's unique history, expresses the community's current strengths, and contemplates a bright future.

2. Make Data Driven Decisions Through Market Research

Develop market research specific to our geographic location and target audiences and determine our best markets, reach, delivery, and advertising effectiveness. Given the lack of traditional media outlets centered in Stockton, research should include a review of our unique market position and opportunities for a community that relies heavily on social media, rather than traditional media and channels of communications.

3. Create a Marketing Campaign

Create a comprehensive marketing campaign that supports the brand strategy, is driven by the analysis of data, and is suited for both internal and external audiences. It must contemplate content creation, communication channels, core messages, and a visual system for collateral. It will create the foundation of our success in telling the Stockton story.

4. Produce Creative and Toolkit

Produce a creative marketing campaign that could include, but is not limited to, video, radio, print, outdoor, social, and digital media. It must include a succinct brand and style guide and a catalog of approved creative assets. A toolkit will need to be created for departmental level implementation where appropriate.

5. Update Existing Logo

We are looking for an adaptation of our existing logo that takes our 20th century logo into the 21st century. A redesigned, reinvigorated logo that when you see it, you recognize it as uniquely ours; something that acknowledges our history and our future. As consumers, we can all think of a logo or image that is instantly recognizable, something that tells you about the experience that you have had expect to have. That is the impact we want to achieve. We need an updated logo and associated style and user guide.

6. Improve Digital Footprint

Increase positive digital visibility through robust digital management, strategy, and optimization – including display/SEM management, SEO management, CRM management, social media and eMarketing management. The City wants to immediately invest in a one-year digital strategy that contemplates content placement, management tools, guidelines, and A/B testing.

7. Media Planning and Buying

Develop a plan for paid media based on market research that incorporates the work of the brand strategy and the marketing campaign work product. End work product must include a one-year media purchase plan with anticipated reach, cost, timing etc.

Note: Media Planning and Buying goal work product is the actual media plan. We want to understand the media buying plan, how it's handled, and understand the current costs. <u>Do not include media buys in the proposal fee.</u>

[The City reserves the right to award contracts for media buys later as a result of this solicitation, if in the best interest of the City.]

The overarching drive is to tell our story and build a better community. We want to hear from you how we can do just that, so don't be limited by our goals.

2.2 OUR ASSETS

The City's most valuable asset is our people – our community members and employees. As one of California's first incorporated cities in 1850, Stockton has been culturally and ethnically diverse since the Gold Rush days with early settlers from Asia, Africa, Australia, Europe, the Pacific Islands, Mexico, and Canada. The people built a community that is resilient, hardworking, and steadfast.

Stockton is still known for its diversity and was named the Most Diverse City in the Nation by US News in 2020. And although the City has faced hard times, we have always persevered arriving on the other side stronger and better.

Our ideal location sells itself and is often seen as our biggest asset. To attract new businesses, our story must include more about who we are and what we have to offer, rather than our proximity to other places.

Here is who we are, by the numbers:

Population more than 320,000

- Hispanic or Latino 43.5%
- o Asian 21%
- White, not Hispanic or Latino 19.4%
- Two or More Races 15.2%
- o Black or African American 11.5%
- American Indian and Alaska Native 0.7%
- Native Hawaiian and Other Pacific Islander 0.5%
- A diverse labor force of more than 140,000
- Median age 33
- Over 8,000 businesses; 64% are microenterprises with 1-4 employees
- Thousands of miles of waterways run through and around Stockton
- 66 parks, plus regional sports complex
- In 2021, the leading industries in Stockton were Health Care and Social Services, Education, Retail, and Accommodation and Food Services

- Median home price \$415,000 (12% increase since last year)
- Educational attainment
 - High school graduate (includes equivalency) 40.4%
 - Some college or associates degree 39.4%
 - Bachelor's degree or higher 6.5%
- Over 22,000 residents enrolled in college
- Higher education institutions
 - University of the Pacific
 - o California State University Stanislaus Center
 - o San Joaquin Delta Community College
- Sports teams Stockton Kings basketball team, Stockton Ports baseball team, and Stockton Heat hockey team
- 45 minutes to Sacramento, 90 minutes to San Francisco, and 80 minutes to Silicon Valley
- Port of Stockton 14 berths, 35 ft depth, Foreign Trade Zone, 3rd largest port landholder in the State
- Stockton Metropolitan Airport 10,249 ft of runway, 1.5 miles from I-5, domestic and cargo service
- The Burlington Northern Santa Fe (BNSF) intermodal facility includes 28,000 feet of track, 1,900 parking spots, 7 cranes and a short line that connects to the Port of Stockton. The intermodal facility allows shipping containers to transfer between truck trailer chassis and rail cars, offering accessibility to a worldwide market.
- San Joaquin County is the 7th top agricultural county in the state producing almonds, milk, grapes (wine) and walnuts

2.3 OUR PERSPECTIVE

We pride ourselves in pushing the envelope to improve the lives of our community members, and we partner and invest accordingly. In the City of Stockton, we have an incredible opportunity to tell our story outside the community and within.

Now, while we understand our challenges, we are, like you, very bullish about the potential. We want to be clear about this because we want you to understand our perspective. We are not looking for a one-and-done marketing campaign suitable for short-term goals. We are looking to build the foundation for telling our story on a consistent basis and not be shy about celebrating our accomplishments. This campaign must capture where we stand today in terms of success and be the tipping point for our continued success. Please respond in this spirit.

2.4 OUR RESOURCES

As a city, our budget is constrained. It has been a challenging two years for the community, and City employees have worked to meet the everchanging needs of residents. We have continuously adapted, maintained flexibility, and been steadfast in our commitment. You will have access to top leadership in the City who have prioritized this project. We are not looking for a short-term solution; we need a campaign that will help us outsmart the competition. We are open to innovative responses that consider our goals, vary from the norm, and provide expertise. We are willing to invest in talent and innovative proposals that meet our needs.

2.5 YOUR MOVE

As we said at the start, this next step begins with you! We want to create a thriving, 21st century city for all, and we can only get there with a great campaign. This collaboration will enable us to explore how to best turn data, talent, and City assets into successfully telling our story. So, we want to hear your ideas on how to do it.

Given all the various resources, cultural diversity, and assets we have in Stockton, let us know how you would develop a plan to best position the City to tell its story, create champions, attract and retain businesses, and build community pride.

3.0 PROJECT SCHEDULE OF EVENTS

The following dates indicate the anticipated milestones for this project. All dates subject to change.

SCHEDULED DATES	PROJECT EVENTS
4/7/2022	RFP notice advertised
4/21/2022	MANDATORY Virtual Pre-Submittal Meeting
4/27/2022	Project questions/clarifications due
5/5/2022	Response to questions/clarifications
5/5/2022	Final Addenda published, if applicable
5/19/2022	Proposal submittals due
5/19/2022 – 5/27/2022	Proposal evaluation
6/6/2022 – 6/7/2022	Interviews conducted, if applicable
6/13/2022	Selection committee recommendation
TBD	City Council award
TBD	Contract routing and approval
TBD	Project coordination meeting

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4.0 PROPOSAL CONTENT

TECHNICAL PROPOSAL CONTENT

4.1 COVER LETTER/EXECUTIVE SUMMARY

Submit a cover letter and executive summary on your company letterhead.

Cover Letter with the following information (2-page limit)

- A. Address the solicitation and your proposal.
- B. A brief description of the firm's approach, management techniques, and proposal.
- C. The significant advantages of selecting the Proponent.
- D. Cover letter signed by an officer of the firm authorized to bind the firm to all comments made in the proposal

Executive Summary with the following information (1-page limit)

- A. The name and title of the Proponent's main point of contact, along with the mailing address, the email address, and the telephone number.
- B. An acknowledgement of receiving any addendum(s) to the RFP document.

4.2 REFERENCES

Submit 3 references of previous clients for which you provided similar services of size and scope. Provide the following for each reference:

- Brief overview of the project
- Project location
- Dates of project
- Name and title of a current contact person, email address, and phone number

4.3 FINANCIAL STATEMENT

The Proponent and its subcontractors must be able to demonstrate good records of performance and have sufficient financial resources to ensure they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the Proponent's and its subcontractors' 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 or its subcontractors who, at the time of submission, are involved in ongoing bankruptcies as debtors, or in reorganizations, liquidations, or dissolution proceedings, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proponent or subcontractor under federal bankruptcy law or any state insolvency, may be declared non-responsive.

4.4 CORPORATE STRUCTURE, ORGANIZATION

Describe how your firm is organized, noting major divisions, any parent/holding companies, and any subcontractors. Include a brief history of the firm and all personnel potentially to be involved in the project, including all subcontractors. Designate the Principal in Charge and other key personnel. Include

the names, titles, and resumes of the key members of the Proponent's team, especially those who will be assigned to work with the City on this campaign.

Note: During the effective period of an awarded contract, any requested personnel changes on the Proponent's team must be submitted to the City for approval prior to making the changes; except in the case of an emergency. Contact the City as soon as possible after emergency situations that may necessitate changing team members.

4.5 APPROACH AND CREATIVITY (5-page *limit)

Describe the firm's ability to meet the City's goals and objectives outlined in Section 2.1 Our Goals. Feel free to use our ideas as a starting point and expand upon those as you wish. Highlight innovative and unique ideas your firm may use for this project.

4.6 EXPERIENCE AND QUALIFICATIONS (2-page *limit)

Describe the firm's experience, skills, and resources necessary to successfully deliver a comprehensive and innovative campaign. Include a brief description of background and experience in marketing and media plans, logos, and graphics.

4.7 STOCKTON PRIORITY (1-page limit)

Describe the firm's commitment of key organization leadership to lead the effort and manage the project.

4.8 INVESTMENT (1-page limit)

Describe the firm's demonstrated commitment to understanding the City of Stockton.

*Artwork, logos, charts, graphs, and tables do not contribute to the page limits; however, please keep these additional items to a total limit of 10 pages.

COST PROPOSAL CONTENT

4.9 PROPOSAL FEE

Under separate and sealed envelope, using the fee schedule template in Section 10, Exhibit 2 - Proponent's Fee Schedule, provide a detailed fee structure, along with a breakdown of any additional charges, related to your firm's proposal to achieve one full year of the Marketing Campaign. Replace "Item 1," for example with the specified activity. The fee structure should include necessary costs associated with the Improve Digital Footprint, including all management tools and suggested content placement or ad buys.

Additionally, please identify any recurring, non-recurring (one-time), and potential third-party subscription or other services that the City may incur as with the proposed plan/program.

The fee structure should be signed and dated by an authorized representative of the firm.

The fees and fee structures are subject to negotiation.

Note: Media Planning and Buying goal work product is the actual media plan. We want to understand the media buying plan, how it's handled, and understand the current costs. <u>Do not include media buys</u> in the proposal fee.

5.0 SUBMISSION GUIDELINES

- A. When submissions 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 submission.
- B. The original submission must have wet ink signatures. Modification to a submission after the submittal deadline will not be accepted by the City.
- C. Submissions should be assembled according to Attachment A Proposal Submission Order.
- D. The submission should be typewritten on 8½" X 11" white paper.
- E. All submissions must be signed with the full name of the Respondent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.
- F. Submit one (1) original and four (4) copies of your technical submission. The original should be unbound to allow us to reproduce your submission as needed.

 Send to:

Office of the City Clerk First Floor 425 North El Dorado Street Stockton, CA 95202-1997

G. Submit one (1) signed original of your cost submission (fee schedule), under separate cover. Send to:

Office of the City Clerk First Floor 425 North El Dorado Street Stockton, CA 95202-1997

H. Submit one (1) electronic copy of both the technical and cost proposal, along with any electronic media and/or links to media to stocktonca.gov.

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6.0 SELECTION CRITERIA AND EVALUATION

EVALUATION STEP 1 - Technical Scoring

The City of Stockton uses a Best-Value selection process in obtaining these services. The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. For the City to properly evaluate the Proponents' qualifications and ability to perform this work, proposals should include, as a minimum, detailed information addressing the following information. Following are the criteria that will be scored.

Technical Proposal

Approach and Creativity – Up to 60 points Experience and Qualifications – 15 points Stockton Priority – Up to 5 points Investment – Up to 5 points

Item	Maximum Points Available
Technical Proposal	85
Approach and Creativity	60
Experience and Qualifications	15
Stockton Priority	5
Investment	5
Total	85

EVALUATION STEP 2 - Interview Shortlist determined

All firms earning a total score of at least 63 points in Evaluation Step 1 will be required to attend in-person interviews in Stockton, California. Proposals scoring fewer than 63 points will not move forward in the process and will not be considered for award.

EVALUATION STEP 3 - Interviews

The City intends to hold in-person individual interviews with the firms who met the 63-point technical proposal threshold. Interview dates/times/locations are to be determined.

The interview is worth 40 points. During the interview, the City will seek clarity or explanation; view visuals and demonstrations; and/or obtain additional information.

Firms are strongly encouraged to bring their assigned personnel who would be working with the City on the campaign, especially the firm's daily contact for the City. Sales pitches will not be necessary, so we expressly request that salespeople not attend.

Each firm will be supplied with an agenda and a scoring rubric for the Interview, which will be developed at a later time. The City will assign points for each item on the scoring rubric as appropriate.

The City will supply the firms with adequate notice the agenda, scoring rubric, and any additional preparation recommendations. Additional preparation items may include, but are not limited to:

- 1. Strategies you may use throughout the campaign.
- 2. Visuals and/or samples of artwork, video, social media, etc.

Item	Maximum Points Available
Interviews	40

EVALUATION STEP 4 - Cost Scoring

Costs will be evaluated and scored. Points achieved will be added to the Vendors' current totals (technical and orals at this point).

Cost Proposal/Fee Schedule - Up to 15 points

The Cost Proposal is signed and submitted separately from the Technical Proposal

Item	Maximum Points Available
Technical Proposal	85
Approach and Creativity	60
Experience and Qualifications	15
Stockton Priority	5
Investment	5
Interview	40
Cost Proposal	15
Total	140

All points combined will determine the winning Vendor. The City will negotiate pricing as needed and then move to the contract development phase.

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All said, the Evaluation Panel will evaluate the proposals as a whole based on, but not limited to, the following:

- 1. Proponent's approach to provide all services as outlined in the Scope of Work and Technical Specifications;
- 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 Covenant;
- 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.

7.0 CITY REQUIREMENTS

7.1 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter 5.08, License Taxes, shall be

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

7.2 MANDATORY PRE-SUBMITTAL MEETING

A mandatory virtual pre-submittal meeting is scheduled for Thursday, April 21, 2022 at 10:00 am (PT).

The pre-submittal meeting will be virtual via <u>Microsoft Teams</u>. To register and receive a meeting invitation, email <u>stocktonbids@stocktonca.gov</u> at least 24 hours prior to the meeting start time.

If you do not receive a meeting invitation with a Microsoft Teams meeting link by 8:00 am (PT) on April 21, 2022, please re-send your registration request right away to stocktonbids@stocktonca.gov, and then monitor your messages for the meeting invitation.

Participants are encouraged to download, install, and test Microsoft Teams prior to the meeting date. Here is the link to Teams: https://www.microsoft.com/en-us/microsoft-teams/log-in.

The City is not responsible for Internet, network, connection, or log-in issues. The responsibility for attending virtually via Microsoft Teams falls solely on the firm.

The pre-submittal meeting will include an overview of the vision City leadership has for the future. In addition, staff will review the RFP and the City's goals for the marketing campaign.

Questions during the meeting are permitted and will be answered at the time as feasible. However, no responses to questions are final or official until all questions and answers are posted in writing on an addendum to this RFP. Additional questions may be submitted after the meeting, provided they are submitted as instructed in Section 8.6 Addenda and Interpretation.

7.3 TERM

The awarded Contractor will receive a contract for a period of 1 (one) year. The City reserves the right to renew the contract for up to 2 (two) 1-year periods upon the mutual agreement of the parties.

7.4 OTHER GOVERNMENT AGENCIES

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

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

7.5 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 of 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.

7.6 APPLICABLE LAW

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

7.7 METHOD OF PAYMENT

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

7.8 NOTICE TO OUT OF STATE BUSINESS

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

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

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

7.9 CONFIDENTIALITY

If Proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the Proponent must so specify by, at a minimum, stamping in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the Proponent believes to be protected from disclosure. The Proponent must submit in writing specific detailed reasons, including

any relevant legal authority, stating why the Proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.

7.10 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.

7.10.A Protest Procedure

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

7.10.B Protest Review

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

8.0 GENERAL REQUIREMENTS, TERMS AND CONDITIONS

8.1 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. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the Proponent.
- C. 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, upon mutual agreement of the parties.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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: Jennifer Alford
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 by 1:00 pm (PT), April 27, 2022. Any City response to a request for clarifications/questions/answers will be posted on the City's website at http://www.stocktonca.gov/eddbid on or around May 5, 2022, and will become a part of the RFP. The Proponent should await responses to inquiries prior to submitting a proposal.

8.7 DISQUALIFICATION

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

A. Evidence of collusion among Proponents;

- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of Proponent's proposal/Proponent's bid submittal and considered non-responsive.
- D. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; 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 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.

8.8 CONDITIONS IF WORK IS SUBCONTRACTED

The Proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed. The Proponent shall ensure subcontractors are properly licensed (as applicable), and meet all deliverables, terms, and conditions of the awarded contract.

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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 TERMINATION FOR CONVENIENCE

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

8.14 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.

8.15 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.

8.16 AWARD

Upon conclusion of the RFP process, a contract may be awarded for a Marketing Campaign for the City. 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.

[The remainder of this page intentionally left blank]

9 PROPOSAL DOCUMENTS/ATTACHMENTS

PROPOSAL COVER PAGE

MARKETING CAMPAIGN		
PUR 22-010		
SUBMITTAL DUE: TH	URSDAY, MAY 19, 2022 AT 2:00 PM (PT)	
RFP Submittal	Office of the City Clerk	
Mailing, Delivery Address and	425 North El Dorado Street, First Floor	
Electronic Mail	Stockton, CA, 95202-1997	
	stocktonbids@stocktonca.gov	
Proponent Business Name		
Proponent Contact Name		
Proponent Contact Signature		
Proponent Address		
Proponent Phone Number		
Troponent Fnone Number		
Proponent Email Address		
Proponent Linaii Address		
Department of Industrial		
Relations ID Number		
(if applicable)		

ATTACHMENT A - PROPOSAL SUBMISSION ORDER

Proposal Submission Order

Proponents are asked to submit their Proposals in the following order:

Technical Proposal

- 1. Completed and signed Proposal Cover Page (Section 9)
- 2. **Completed and signed** Proponent's Covenant (Section 9, Attachment B)
- 3. **Completed, signed, and notarized** Non-Collusion Affidavits that correspond with your business (Section 9, Attachment C)
- 4. Cover Letter (Section 4.1)
- 5. Executive Summary (Section 4.1)
- 6. References (Section 4.2)
- 7. Financial Statement (Section 4.3)
- 8. Corporate Structure, Organization (Section 4.4)
- 9. Approach and Creativity (Section 4.5)
- 10. Experience and Qualifications (Section 4.6)
- 11. Stockton Priority (Section 4.7)
- 12. Investment (Section 4.8)
- 13. Assurance of Required Insurance (Section 7.5)
- 14. Additional information the Proponent chooses to submit (won't factor in evaluation/scoring but may be considered during negotiations)

Cost Proposal (under separate, sealed cover)

- 1. Completed and signed Proponent's Fee Schedule (Section 10, Exhibit 2)
 - Include the full fee schedule to achieve one full year of the marketing campaign.

ATTACHMENT B – PROPONENT'S COVENANT

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

- 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

No. 1	AFFIDAVIT FOR INDIVIDUAL PROPONENT
STATE OF	, <u>)</u> ss.
County of)
	(insert)
	being first duly sworn, deposes and says: That on behalf of any person
or induced or solicited	t said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, any other bid or person, firm or corporation to put in a sham bid, or that such other person, ill or should refrain from bidding; and has not in any manner sought by collusion to secure
	antage over or against the City, or any person interested in said improvement, or over any
(Sign	ature Individual Proponent)
Subscribed and sworn	to (or affirmed) before me on this day of
by, proved to me	e 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)
are the	being first duly sworn, deposes and says: That they of a corporation, which
corporation is the part	y making the foregoing bid, that such bid is genuine and not sham or collusive, or made in
	of any person not named herein; that said Proponent has not colluded, conspired, connived
	ndirectly with, or induced or solicited any other bid or person, firm or corporation to put in a
	other person, firm or corporation shall or should refrain from bidding; and has not in any
= :	usion to secure to themselves any advantage over or against the City, or any person over any other Proponent.
(Signature Corporation	Proponent)
	to (or affirmed) before me on this day of, 20 by,
proved to me on the ba	asis of satisfactory evidence to be the person(s) who appeared before me.
Seal:	
Signature	

ATTACHMENT C – NON-COLLUSION AFFIDAVIT (cont.)

No. 3	AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP			
STATE OF)ss.		
County of)				
	(insert)			
	, each b	peing first duly sworn, de	pose and say: That they are a	
	m, association or co-partnership, designate			
party making the f	oregoing bid; that the other partner, or pa	rtners, are		
	that such bid is g	genuine and not sham or	collusive, or made in the	
interest or behalf of	of any person not named herein; that said	Proponent has not collu	ded, conspired, connived or	
agreed, directly or	indirectly with, or induced or solicited any	other bid or person, fire	n or corporation shall or	
should refrain from	n proposing; and has not in any manner so	ught by collusion to secu	ure to themselves any	
advantage over or	against the City, or any person interested	in said improvement, or	over any other Proponent.	
(Signature)				
(Signature)				
(Signature)				
Subscribed and sw	orn to (or affirmed) before me on this	day of	<u>,</u> 20	
Subscribed and siv		_ uu, oi	<u> </u>	
by, proved t	o me on the basis of satisfactory evidence	to be the person(s) who	appeared before me.	
Seal:				

10 PROPOSAL EXHIBITS

<u>Exhibit A – Sample Contract</u>

Separate Attachment.

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

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
- I. Most Contracts Not for Professional Services or Construction
- m. Professional Services
- n. Rental of Facilities
- o. Special Event Security Vendors
- p. Subdividers

Training Instructors

Exhibit 2 – Proponent's Fee Schedule

Under separate and sealed envelope, using the fee schedule template below, provide a detailed fee structure, along with a breakdown of any additional charges, related to your firm's proposal to achieve one full year of the Marketing Campaign. Replace "Item 1," for example with the specified activity. The fee structure should include necessary costs associated with the Improve Digital Footprint, including all management tools and suggested content placement or ad buys.

Additionally, please identify any recurring, non-recurring (one-time), and potential third-party subscription or other services that the City may incur as with the proposed plan/program.

The fee structure should be signed and dated by an authorized representative of the firm.

The fees and fee structures are subject to negotiation.

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Note: Media Planning and Buying goal work product is the actual media plan. We want to understand the media buying plan, how it's handled, and understand the current costs. <u>Do not include media buys in the proposal fee</u>.

FEE SCHEDULE TEMPLATE

Reference	Deliverable	Cost
2.1 - Our Goals	Solidify a Brand Strategy	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
2.1 - Our Goals	Make Data Driven Decisions Through Market Research	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
2.1 - Our Goals	Create a Marketing Campaign	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
2.1 - Our Goals	Produce Creative and Toolkit	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
2.1 - Our Goals	Update Existing Logo	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
2.1 - Our Goals	Improve Digital Footprint	
	Item 1	\$

	Item 2	\$
	Item 3	\$
	Sub-Total	\$
2.1 - Our Goals	Media Planning and Buying	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
Other	Recurring Fees (annual)	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
	Non-Recurring Fees (one-time)	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
	Third-Party Subscription Fees	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
	Other Fees	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
	Other Suggested Items	
	Item 1	\$
	Item 2	\$
	Item 3	\$
	Sub-Total	\$
	GRAND TOTAL	\$

^{*}Copy/Paste as needed, and add rows/pages to provide your full implementation fee schedule, showing cost breakdowns.*

I hereby approve this Fee Schedule submitted as our co Campaign.	ost proposal for PUR 22-010, RFP for Marketing
Authorized Representative / Title – Print	Authorized Representative – Signature
Firm	Date