



CITY OF POMONA

PHASE TWO

REQUEST FOR PROPOSAL

INVESTMENT ADVISORY SERVICES

RFP No: 2017-15

SCHEDULE OF EVENTS:

Release	5/15/18
Questions Due	5/21/18 by 5:00 P.M.
Response Due Date	5/23/18 by 3:00 P.M.

The City reserves the right to change the Schedule of Events without prior notice or responsibility to Respondent. *It is the Respondent's sole responsibility to check the City's website on a consistent basis for changes.*

1. **INTRODUCTION & OVERVIEW**

The City of Pomona issues this Request for Proposal (RFP) to your firm who has successfully been determined as pre-qualified as a result of the Request for Qualifications (RFQ) phase one, of the two-step process. The City has pre-qualified respondents on the basis of non-price criteria, and is issuing this RFP to qualifying respondents to submit their proposed scope of services and fee proposal for consideration.

2. **TERM OF AGREEMENT**

The initial contract term shall be for three (3) years, with the option to renew for two (2) additional years, in one (1) year increments, not to exceed five (5) years. The contract term for services shall commence after the date of Council award, the execution of an Agreement for Professional Services and the issuance of a City of Pomona purchase order.

3. **SUBMITTAL INSTRUCTIONS**

A. Submittal Instructions

1. To participate in this RFP, invited parties must be registered as a "Prospective Bidder" within the City's online bid system, PlanetBids. Invite only RFPs will not display on the public PlanetBids site. In order to access the RFP, invited firms will receive an email with a provided link to the RFP document, which must be downloaded in order to become a registered prospective bidder. Invited firms can also access this RFP by logging into PlanetBids and locating the RFP listing.
2. Proposal must be submitted in a sealed package, clearly marked with the following title:

"Investment Advisory Services, RFP No: 2017-15"

3. The Respondent shall submit their proposal **in a separate envelope** and shall include:
 - One (1) clearly identified original, bound with a binder clip; and
 - One (1), clearly identified copy, bound with staples. **Do not use spiral or comb binding, folders or three-ring binders.**
4. Submittals shall include one (1) CD or flash drive that contains PDF files of both the Technical Submittal and Fees Schedule.
5. Submittals shall be printed double sided, submitted on 8-1/2" x 11" paper, with easy to read font size and style.
6. Pages must be numbered.
7. Tabbed dividers shall separate and identify the sections described below in Technical Submittal Contents.

8. **Deliver submittals to the City Clerk's Office at the following location by the published due date and time:**

Mail Delivery:

City of Pomona

C/O: City Clerk's Office/Bid

P.O. Box 660

Pomona, CA 91769

Hand Delivery, FedEx, UPS, other:

City of Pomona City Hall

City Clerk's Office (Upper Level)

505 S. Garey Avenue

Pomona, CA 91766

9. Responses must be signed in longhand by the Respondent with his/her usual signature in the designated areas within the solicitation documents. Submittals must be signed by any and all representatives legally authorized to contractually bind the Respondent.
10. **DO NOT USE THE CITY'S SEAL OR LOGO. DOING SO IS IN VIOLATION OF THE CITY'S CODE AND MAY RESULT IN IMMEDIATE DISQUALIFICATION OF THE SUBMITTAL.** Section 2-5(3)a of the Pomona City Code prohibits the use of the City's Seal or Logo, or any reproduction thereof, for any purpose other than for official business of the city, its council, officers or departments.

B. Questions and Addenda

1. All documents and any addenda posted to PlanetBids must be thoroughly examined. Interested parties must seek clarification of any ambiguity, conflict, omission or error. If an answer materially affects the solicitation, the information will be incorporated into an addendum and distributed to all invited, registered Prospective Bidders via PlanetBids.
2. All questions related to this solicitation must be submitted through PlanetBids prior to the due date and time for questions published in the "Schedule of Events".
3. To submit a question, visit the City's website at www.ci.pomona.ca.us, click on "Business"; "Requests for Bids and Proposals"; then, click on "Bid Opportunities"; log into the PlanetBids Vendor Portal; select the solicitation; then, click on the "Q&A" tab.
4. Addenda notices will only be emailed to Bidders that have registered as a Prospective Bidder through PlanetBids; the City will make no other means of contact. It is the Bidder's responsibility to check PlanetBids to determine if any addenda have been posted prior to the due date and time, and acknowledge the addenda within PlanetBids.
5. Proposers that fail to acknowledge all posted addenda may be deemed non-responsive and cause for rejection.
6. **Per Section 2-975(2) of the Pomona City Code, any unauthorized contact by the Respondent during the Response process with an official or city employee, other than those shown on the RFP, the Finance Director or Purchasing Manager shall cause the Respondent to be immediately disqualified from participating in the process.**

C. Opening

1. Responses will not be publicly opened. The names of all respondents that have submitted a response will be posted on the City's website within five (5) days after opening the responses.
2. Update notices will only be emailed to Respondents that have registered as a Prospective Bidder through PlanetBids; no other means of contact will be made by the City. It is the Respondent's responsibility to check PlanetBids to determine if any updates have been posted prior to the due date and time.

4. **RESPONSE FORMAT**

The following is provided for standardizing the preparation and submission of proposals. The intent is to assist respondents in the preparation of their submissions and to assist the City's evaluation committee in conducting an effective evaluation.

The submission of a Response shall certify that the Respondent has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the scope of services; and the conditions under which the work is to be performed.

Proposals shall contain the following information in the order listed:

1. Table of Contents – Provide a Table of Contents that outlines the contents of the submittal and corresponding page numbers.
2. Cover Letter – Provide a cover letter no more than two (2) pages long, 12-point standard font, single-spaced, that includes:
 - a. Respondent's full and legal name, street address, web address and main telephone number
 - b. Name, telephone number, and email address of the Respondent's Principal Contact person.
 - c. The letter shall also state that its author or signatory is an authorized representative of the team.
3. Scope of Services

Based upon information provided in the RFQ response submitted in phase one, develop a complete proposed scope of services your firm intends to provide the City. Develop the proposed scope of services as if your firm is the recommended consultant; therefore, must include, but not be limited to, the following elements:

- a. Work plan approach and key tasks
- b. Performance measurement and evaluation
- c. Technology
- d. Investment strategy
- e. Deliverables
- f. Key milestones, checkpoints, and other decision points
- g. City resources that will be required throughout the agreement term

- h. Any additional information that would define a complete scope of services your firm intends to perform.

4. Fee Proposal

Fees shall include any and all incidental expenses related to completing the Scope of Services outlined in this RFP. Proposed fee structure must be clearly itemized. Include the proposed fees for each term of the agreement. The intent is to determine the total cost of the initial three year agreement term, plus the two extension options. **NOTE: Fee proposal shall be valid for a minimum of 120 days after the published RFP due date.**

5. EVALUATION CRITERIA

The following selection criteria will be used in evaluating the proposal:

- A. Scope of Services – Proposed scope of services must meet all of the requirements necessary to effectively perform the services; therefore, shall include all elements specified in the preceding of Section 4. 3., Scope of Services.
- B. Fees – Proposed fees will be evaluated for reasonableness.

6. SELECTION AND AWARD

- A. The Proposal will be evaluated and ranked in accordance with the evaluation criteria specified in Section 5, Evaluation Criteria, in order to determine which respondent will best meet the City's needs.
- B. The City reserves the right to negotiate price, scope and terms with the top ranked respondent if necessary. If negotiations are not successful, the City may terminate negotiations with the top ranked respondent and begin contract negotiations with the next ranked respondent.
- C. The final selection may be presented to City Council, as applicable, for final approval.
- D. Award notices will be emailed only to respondents that have registered as a Prospective Bidder in PlanetBids; no other means of contact will be made by the City. It is the Respondent's sole responsibility to check PlanetBids to determine if any award notices have been posted.
- E. The City reserves the right to terminate awarded agreements in the event of the Consultant's failure to perform services in a manner satisfactory to the City. The Consultant's performance deficiency may be established by a single incident, or by a pattern of incidents, as determined by the City. The City shall make a record of any performance discrepancies by using a form substantially similar to that shown in "**Attachment A**" below.

7. RESERVATION OF RIGHTS

This solicitation does not commit the City to award a contract. The City reserves the right at its sole discretion to:

- A. Reject responses received after the due date and time specified. The City will not return late submittals. Late submittals will be destroyed by the City 30 days after opening.
- B. Cancel the entire solicitation prior to the due date and time, and re-advertise when determined to be in the City's best interest.
- C. Accept or reject any and all submittals, waive any minor errors, informalities, and procedures without penalty to the extent permitted by law.
- D. Be the final judge as to which response is the most qualified.
- E. Consider any of the following as non-responsive and subject to rejection for this solicitation:
 - 1. Responses from Respondent that are not registered as a prospective bidder in PlanetBids for the City of Pomona for this specific solicitation;
 - 2. Responses containing items not specified;
 - 3. Responses containing incorrect items;
 - 4. Responses that do not respond to items in the manner specified;
 - 5. Responses received by telephone, email or facsimile;
 - 6. Responses that fail to specifically provide the information requested; and
 - 7. Responses otherwise not compliant with the instructions and requirements.
- F. Disqualification - Per Section 2-975(2) of the Pomona City Code, any unauthorized contact by the Respondent during an open solicitation process with an official or city employee, other than those shown in the solicitation document, the Finance Director, or Purchasing Manager, shall cause the Respondent to be immediately disqualified from participating in the solicitation process.

8. GENERAL INSTRUCTIONS/REQUIREMENTS

A. Applicable Laws

The laws of the State of California will govern the Agreement. The applicable law for any legal dispute arising out of the Agreement shall be the law of the State of California. The Proposer shall comply with all federal, state, county and local laws concerning this type of service. All services provided by the Proposer shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

B. Appropriation of Funds

If the term of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the Agreement is subject to the appropriation of funds for such purpose by the City of Pomona City Council. If funds to effect such continued payment are not appropriated, the Proposer agrees to terminate any service supplied to the City under the Agreement.

C. Assignment

The Contractor shall, under no circumstances, assign any Agreement awarded as a result of this solicitation, or any part thereof to another party without express written permission of the City of Pomona.

D. Business License and Permits

The awarded contractor shall secure or maintain in force during the period covered by any Agreement resulting from this solicitation all licenses and permits required by law for the operation of their business, including a Pomona Business License when required.

E. Payment Terms

Payment terms are net 30 days. Invoices and statements shall be addressed to The City of Pomona, Attn: Accounts Payable, P.O. Box 660, Pomona CA 91766. Prior to the City issuing payment, designated City staff shall review and approve invoice based on the satisfactory completion of delivery. Payment shall be issued within 30 days of acceptance by the City. The City does not pay upfront deposits for goods or services.

F. Equal Employment Opportunity

The awarded contractor shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.

G. Gratuities

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of Pomona may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible proposer and will be prevented from responding as provided in Sections 2-974 and 2-975 of the City of Pomona's City Code.

H. Independent Contractor Status

It is expressly understood that the Contractor named in any Agreement entered into by the City is acting as an "independent contractor" and not as an agent or employee of the City of Pomona.

I. News Releases

The awarded contractor shall not make news releases pertaining to an award made in response to the solicitation without the prior written approval of the City. In addition, the awarded contractor must agree not to release any advertising copy mentioning the City of Pomona or quoting the opinion of any City employee without written approval by the City.

J. Non-Exclusive Agreement

The City does not warrant to contract exclusively with a single contractor to perform the services described herein.

K. Cost to Develop a Proposal

Costs for developing a proposal to this solicitation are entirely the Proposer's obligation and shall not be chargeable in any manner to the City of Pomona.

L. Public Information

Responses to this solicitation shall become public record and shall be available for the public's inspection upon City Council award. The City treats submitted proposals as public documents; therefore, proprietary or confidential information that is not intended for public review should not be included with the submittal. Proposer may provide an explanation of why the information was not included. If the City conducts interviews, the information can be presented at that time. The City reserves the right to retain all submittals, whether or not the submittal was selected or judged to be responsive.

M. Signatures

Proposals must be signed in longhand by the Proposer with his/her usual signature in the designated areas within the solicitation documents. Submittals must be signed by any and all representatives legally authorized to contractually bind the Corporation.

N. Unauthorized Use of City Seal or Logo

Section 2-5(3)a of the Pomona City Code prohibits the use of the City's Seal or Logo, or any reproduction thereof, for any purpose other than for official business of the city, its council, officers or departments.

ATTACHMENT A

SAMPLE - CONTRACTOR PERFORMANCE EVALUATION

To _____ Date _____

Attention of _____

Contact title and Purchase Order Number _____

Email _____

From _____

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- 1. Discrepancy or problem** – Describe the specifics of the deficiencies, and review with the Department Director and Purchasing. Agreement manager identifies if specific problem occurred previously. If this issue has been brought up previously, state dates of discussion. Send the form to the Contractor for review and signature.

Contractor shall review the following and respond by: Date: _____ Time _____

Number of times this deficiency has occurred since agreement execution:

Department Director: print/sign _____ Date _____

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- 2. Contractor response** - The Contractor is required to describe the corrective action to be taken.

Contractor Signature: print/sign _____ Date _____

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- 3. Disposition/action taken** - After reviewing the Contractor's response, the Agreement manager enters the action taken, or required and returns a copy of the completed form to the Contractor and Purchasing.

Department Director: print/sign _____ Date _____

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- 4. Purchasing File** – Submit final performance documentation to Purchasing for file.

Contractor Performance Evaluation form has been provided to Purchasing Division for file:

Purchasing Manager: print/sign _____ Date _____