



**Request for Proposal  
For  
Financial Planning and Advisory Services  
RFP #21-9**

**Advisory Board**

Joyce Carroll, Chair

Christopher Ives, Vice-Chair

Brooke Judd, Secretary

Byron Borman, Member

Michael Rockenstein, Member

**PROPOSAL DUE DATE**

Proposals must be submitted by  
**September 17, 2021**  
**by 3:00 pm**

**SUBMIT PROPOSAL TO**  
Carmichael Recreation and Park District  
ATTN: Ingrid Penney  
Administrative Services Manager  
[ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com)  
Phone: (916) 229-9757

# Carmichael Recreation and Park District

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## Carmichael Recreation and Park District

### NOTICE TO RESPONDERS

**NOTICE IS HEREBY GIVEN** that Carmichael Recreation and Park District, acting by and through the Carmichael Recreation and Park District Advisory Board and Sacramento County Board of Supervisors, (hereinafter referred to as “the District”), will receive up to, but no later than Friday, September 17, 2021, at 3:00 p.m., emailed proposals from qualified Responders for the award of contracts for the following:

#### **Financial Planning and Advisory Services**

##### **Questions**

All questions regarding this Request for Proposals (RFP #21-9) are due on or before Friday, September 10, 2021, at 1:00 p.m. via email to [ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com) with the subject line of “Financial Planning and Advisory Services RFP questions”. Only questions submitted through this process will be accepted. All responses to questions regarding this RFP will be posted on our website September 14, 2021, on or before 4:00 p.m. The District may find it necessary to revise the RFP, or to provide clarification or additional information after it is released. Any addenda or responses to questions will be posted on the District website at [www.carmichaelpark.com](http://www.carmichaelpark.com). It is the responsibility of the prospective responder to check the website for updates or addenda.

##### **Due Date**

**Proposals are due to Administrative Services Manager Ingrid Penney District Office on or before 3:00 p.m., September 17, 2021.** All RFP Forms and Addendums must be emailed in PDF format to [ingrid@carmichaelpark.com](mailto:ingrid@carmichaelpark.com). All proposals must be submitted by the above due date and time. Sole responsibility rests with the Responder to see that their proposal is received on time. Proposals received after the deadline will be returned unopened to the Responder. No exceptions will be allowed.

##### **Compliance with Laws**

The successful firm(s) shall comply with all applicable federal, state, and local statutes, rules, regulations, and codes.

## Carmichael Recreation and Park District

### Submittal Response

The following documentation is required in the proposal submittal:

1. Address all items in the RFP Proposal Format
2. Completed and signed Submittal Forms and Addendums pages 23-26

All responses shall be firm offers subject to acceptance by the District. Proposals become the property of the District upon submittal. Once awarded all proposal responses may be considered a public record and will be disclosed with a public records act request; only financial documents included to demonstrate the firm's fiscal stability will be protected from such a request.

Proposals may be withdrawn by the proposer prior to the submittal due date and time but may not be withdrawn for a period of 30 calendar days following that date. Responses may not be amended after the due date except by the consent of the District. The successful proposer shall not be relieved of the proposal submitted without the District's consent or proposer's recourse to Public Contract Code Sections 5100, et seq.

The District reserves the right to reject any and all proposals for any reason. The District may waive informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other proposals. The issuance of this RFP and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses (in whole or portions) received to this RFP, to negotiate with more than one Responder concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and shall not be subject to appeal. Carmichael Recreation and Park District reserves the right, in its sole discretion, to determine the criteria and process whereby proposals are evaluated and awarded.

# Carmichael Recreation and Park District

## Purpose

The Carmichael Recreation and Park District (“District”) is seeking proposals to provide financial planning and advisory services assisting with the identification and development of alternative financial resources to address deferred infrastructure restoration, improvements, and development needs. The RFP is intended to solicit responses from qualified firms that are interested in providing the services below, which shall include but not be limited to, the following:

- Financial analysis of funding sources based off recent data;
- Public surveying and input;
- Review and update debt and other financial policies;
- Prepare and implement a long-range plan of finance;
- Provide on-going post-closing and continuing disclosure support;
- Maintain debt profile and monitor refunding opportunities.

This RFP describes the background, scope of services, content of proposal, selection criteria and proposal submission instructions and schedule.

The initial term will be for the period beginning on or about November 1, 2021 and ending June 30, 2024. The term may be extended with mutual consent through June 30, 2026, once approved by the Advisory Board.

## About the District

The Carmichael Recreation and Park District has been serving the needs of the community since it was established as a dependent special district in 1945. The District is chartered by the County of Sacramento to manage park land and provide recreational opportunities to Carmichael residents. The District encompasses approximately 9.25 square miles and serves nearly 52,000 residents who live within the District’s boundaries including Carmichael and a small portion of Fair Oaks. The District is governed by a five-member Advisory Board, appointed by the Sacramento County Board of Supervisors, to serve as the policy-making body for the District.

## **Carmichael Recreation and Park District**

### **DESCRIPTION OF SERVICES AND SCOPE OF WORK**

The District is seeking the professional services of a consultant to provide financial planning and advisory services related to the issuance of General Obligation Bonds, Certificates of Participation, Tax Revenue Anticipation Notes, and other financial services, such as recommending a financing structure, review of financial feasibility of capital projects, updating annual financial disclosures of debt programs once established and recommended investment strategies.

#### **FINANCIAL PLANNING SERVICES**

- Review District project list derived from 2021 Districtwide Master Plan update and Deferred Maintenance evaluation and assist District in preparing a capital and financing plan
- Analyze the assessed valuation of District, calculate bonding capacity, and perform financial analysis to determine possible bond proceeds
- Public Survey and feasibility analysis
- Create an election timeline and financing timeline; coordinate same with bond counsel, District, and County
- Recommend proposed bond amount, issuance schedule, and projects to be funded by bond program
- Assist in the preparation of a bond election resolution including preparing ballot language and detailed bond project list
- Prepare tax rate statement and estimates of tax rates for bond program
- If needed, prepare ballot arguments and rebuttals

#### **FINANCIAL ADVISORY SERVICES**

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including District and County resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same



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- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

### QUALIFICATIONS

Information is required that demonstrates the professional capabilities and experience necessary to provide Financial Planning and Advisory Services to the District. Qualifications may include, but may not be limited to, prior relevant experience, educational degrees, and certificates in finance and accounting.

All proposers are required to meet the following minimum qualifications:

- Lead and any backup financial advisors must hold Series 50 MSRB certification.
- Firm must have provided municipal financial advisor services for a minimum of three (3) municipal clients within the past five (5) years.”

### TENTATIVE SCHEDULE OF EVENTS

Proposing firms (“Proposer”) who participate in this RFP shall meet the following schedule requirements. All times referred to in this RFP are Pacific Time (PDT).

EVENT	DATE and TIME
Release of RFP	September 7, 2021
Deadline for Questions	September 10, 2021, 1:00 p.m.
Responses to Questions Posted	September 14, 2021, 4:00 p.m.
Submittal Due Date	September 17, 2021, 3:00 p.m.
Oral Presentation/Interviews (tentative)	September 28 or 30, 10:00 a.m.
Recommendation of Award to Advisory Board	October 21, 2021
Contract Start Date	November 1, 2021

**Note: The dates and times above are subject to change at the option of the District. Modifications and/or addenda will be published on the District website.**

# Carmichael Recreation and Park District

## PROPOSAL FORMAT

Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed twenty (20) single side pages in length, excluding the Executive Summary Letter, Table of Contents, and Divider Tabs.

The following format has been prepared as a guide for the development of the proposal in response to the RFP. Comments should reflect an understanding of the Scope of Work in the RFP. Submittals must be limited to responses to the questions and issues outlined below. All individuals that will be directly involved with the project should be identified and represent the firm in all discussions and interviews.

### 1. Executive Summary (Limit: 2 Pages)

The executive summary should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the response. The executive summary must contain the following:

- 1.1 Legal name and address of the firm
- 1.2 State whether the firm is local, national, or international
- 1.3 Type of firm (individual, corporation, etc.)
- 1.4 Brief description of your firm, including number of years in business
- 1.5 Date firm established
- 1.6 California Business License Number
- 1.7 Tax identification Number
- 1.8 Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal
- 1.9 Certification that you are registered with the SEC and MSRB as required by Dodd-Frank Act. Please provide verification or certifications

### 2. Table of Contents (Limit: 1 Page)

Table of Contents is to be included in the proposal.

### 3. Proposed Staffing Organization (Limit: 2 Pages)

Identify persons that will be principally responsible for working with the District. Include brief resumes and indicate the role and responsibility of each designated individual. Specifically discuss the team's background, experience, and training in executing the scope of services of this size and scope specified herein. Also address the firm's capacity to reassign or add staff to

## Carmichael Recreation and Park District

best meet the schedule of the District.

#### **4. Rationale for Selection (Limit: 1 Page)**

The Proposer should describe, in narrative form, why they feel they are the best candidate to perform works required by the RFP. Provide additional, relevant information as needed. Supporting data and other supporting material may be provided in the Appendix portion of your response.

#### **5. References and Firm Expertise (Limit: 6 Pages)**

5.1 Please provide names of at least four districts for which your firm has recently (within the last five years) provided services similar to those being requested in this RFP. Do not use Carmichael Recreation and Park District as a reference. Please include the following information below for each district:

- Year (s): i.e. 2015
- Institution/Entity: i.e. XYZ USD
- Contact Person: i.e. Smith, John
- Title: i.e. Chief Business Officer
- Contact Phone Number: i.e. (916) 555-5555
- E-mail address: i.e. j.smith@XYZ.com
- Dollar Value of Services: i.e. \$5,000,000
- Brief scope of work provided and dates provided

5.2 Please demonstrate your firm's experience in providing financial advisory services to districts (with ADA above 20,000 if possible) with cumulative bond authorizations in excess of \$100 million (if possible).

5.3 Please demonstrate your firm's experience in refinancing outstanding obligations.

5.4 Please demonstrate your firm's experience with and knowledge of the credit rating process, including the criteria used by the nationally recognized rating services.

5.5 Please disclose any contractual arrangements of the firm that could present a real or perceived conflict of interest.

#### **6. Debt Finance Project Plan (Limit: 1 Page)**

The Proposer should submit a recent case study of a unique/challenging GO issuance that the firm was successful in obtaining a positive vote and issuing debt for.

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### **7. Fiscal Stability (Limit: 1 Page – Not Including Supporting Documentation)**

The Proposer should provide evidence of the firm's (corporate) financial stability including latest audited financial statements and/or annual report that have been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

### **8. Legal - Litigation/Disputes/ Disciplinary Action (Limit: 1 Page)**

Proposer shall disclose specific information on termination for default, litigation settled, or judgments entered within the last five (5) years related to your firm. Also, provide information relative to any convictions for filing false claims within the past five (5) years. In addition, Proposer shall provide the project name, date of dispute/claim, name of entity against whom the claim was filed, a brief description of the nature of the claim, the court and case number and a brief description of the status of any claim in excess of \$10,000 made against owner concerning professional services work performed by consultant or sub-consultant work for consultant. Provide details of any of the following actions:

- 8.1 If any regulatory agency has taken disciplinary action against firm or proposed consultant team members;
- 8.2 If the firm has even been convicted of a federal or state crime of fraud, theft, or other act of dishonesty;
- 8.3 If the firm has ever been convicted for a crime involving any federal, state, or local law related to construction;
- 8.4 If a licensed responsible-in-charge individual on the proposed team or to the firm has been found liable in a civil suit for material misrepresentation to any public agency or entity;
- 8.5 If in the last five (5) years a licensed responsible-in-charge individual on the proposed team or the firm has been debarred, removed or otherwise prevented from bidding on, or competing on any government agency or public works project for any reason;
- 8.6 If any insurance carrier in the last five (5) years, for any form of insurance, refused to renew an insurance policy for a licensed responsible-in-charge individual on the proposed team or the firm based on non-payment or losses;
- 8.7 Failure to enter into a contract or professional services agreement once selected;
- 8.8 Termination or failure to complete a contract;
- 8.9 Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to bidding or professional services performance;

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- 8.10 Knowing concealment of any deficiency in the performance of a prior contract;
- 8.11 Falsification of information or submission of deceptive or fraudulent statements in connection with a contract;
- 8.12 Willful disregard for applicable rules, laws or regulations.

### **9. Fee Proposal (Limit: 1 page)**

Provide your firm's fees related to the issuance of General Obligation Bonds, Certificates of Participation, Tax and Revenue Anticipation Notes, Refunding Issuances, Bond Anticipation Notes or any other financing mechanism not listed specifically above. Clearly specify if fees are transaction-based, or reimbursable based on time and materials. Please list all charges to be considered reimbursable and provide "not to exceed" amounts for said expenses. Further, identify consultant fees, if any, for services the District may require for municipal financing not directly related to the issuance of bonds/note. The District may consider an hourly rate rather than a transaction-based or contingency fee. In addition, the proposer must complete and sign the fee proposal on Page 24– Fee Proposal.

### **10. Appendices – Add Options (Limit: None)**

Include all appendices as necessary to fulfill the requirements of the RFP.

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### SELECTION

The District will review all proposals submitted in response to this RFP (RFP #21-9).

#### Evaluation Panel

The District evaluation team will include a comprehensive group of members with sufficient knowledge of the scope of services requested. The panel may include members of the Advisory Board, staff, community members, and professional consultants. The District may also contact references and other parties to assess the qualifications and financial stability of any oral respondents.

#### Evaluation Criteria

The Carmichael Recreation and Park District reserves the right to select the firm that best meets the needs of the District, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in the RFP and in the proposals submitted in response to the RFP. The District may or may not conduct interviews as part of the selection process. If interviews are held, the District Administrator or designee shall notify representatives of selected firms as to date, time, and location. The District reserves the right to reject any and all proposals. After rejecting the proposals, the District reserves that right to negotiate the terms and conditions of the contract for the procurement of said services. The selection process for the Responder(s) will include the following evaluation and point assignment/rating criteria:

EVALUATION CRITERIA	Rate 1 – 10 1 = lowest 10 = highest
<b>General Firm Overview</b> – The District will review ownership, history, principal biographies, and services.	
<b>Qualifications of Proposed Staff</b> – The District will consider whether the firm has adequate, qualified staff with depth of knowledge to meet the scope of services.	
<b>Proposer’s Rationale for Selection</b> – The District will consider and rate the proposer’s written narrative identifying why the firm considers itself the best candidate.	
<b>Experience</b> – The District will consider and rate the proposer’s experience, including the results of reference checks with regard to previously performed financial advisory services of this nature, size, and scope.	
<b>Debt Finance Project Plan</b> – The District will evaluate the case study provided in the proposal.	
<b>Fiscal Stability</b> – This will be evaluated independently by staff/individuals trained to assess audited financial statements.	
<b>Legal</b> – The District’s legal counsel will consider current status as registered investment advisor or broker-dealer, outstanding and recent legal proceedings or complaints against the advisor.	

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<b>Cost/Pricing</b> – The District will consider and rate all costs submitted in proposal.	
<b>Responsiveness of the Proposal</b> – The District will consider how clearly the proposal has stated an understanding of the work to be performed.	
<b>Possible Proposal Points</b>	<b>90 Points</b>

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### **Oral Presentation/Interview**

Upon selection of the most qualified Responders, the District may require the finalists to make an oral presentation to the Evaluation Panel to further explain their qualifications. Once interviews have been conducted, the District's appraisals of the presentations will also be factored into the final scores assigned to the responses. However, Responders are advised that award may be made without interviews or further discussion.

The District expressly reserves the right to reject any or all qualifications, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a Responder's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the Responder in connection with the preparation and submittal of the response.

### **CONTRACT**

The term of this Agreement shall begin on or about November 1, 2021 and end June 30, 2024. The agreement may be extended by two additional one-year terms through June 30, 2026. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the agreement, and each additional one-year term.

### **Award**

It is the intent of the District to award one contract as the result of this RFP; however, the District reserves the right to apportion the requirements of this RFP among multiple Responders if this is determined to be in the District's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFP may be required to be approved by the District's Governing Board. No minimum amount of work is guaranteed.

### **Negotiation**

Following completion of the ranking process, the District Staff will commence negotiations with the top-ranked Responder. The goal of contract negotiation is to agree on a final contract that delivers to the District the services and products required at a fair and reasonable cost. If the District fails to reach an agreement with the top-ranked Responder, a new negotiation will commence with the next highest ranked Responder. If the new negotiation fails, the process is repeated until a contract is negotiated successfully, or staff determines it is in the best interest of the District to cease negotiations and follow a different path, i.e. issuing a new RFP. The Advisory Board reserves the right to award a negotiated contract, reject the proposal or suggest a modification to the negotiated agreement.



## **Carmichael Recreation and Park District**

### **Format**

It is mutually agreed by and between District and Responder that the District's acceptance of Responder's proposal, and upon approval by the Governing Board, shall create a contract between the parties thereto. District and Responder with whom District chooses to contract, if any, shall execute a Contract Signature Page based on this RFP, the response, and any written amendments. The Contract will, by default, incorporate all requirements, terms and conditions contained in this RFP. In the event of any conflict between this RFP and the Contract Signature Page, the terms of this RFP will take precedence, unless otherwise specifically stated in a written amendment. District will not enter into any separate Contract or Agreement with Responder except as specifically stated herein.

## **TERMS AND CONDITIONS**

### **Compliance with Laws**

This contract shall be in accordance with the laws in the State of California. All RFPs and proposals shall comply with the current federal, state, local and other laws relative thereto.

### **CRPD Advisory Board and Sacramento County Board of Supervisors Approval**

Award is subject to the acceptance by the Carmichael Recreation and Park District Advisory Board and the Sacramento County Board of Supervisors.

### **Governing Law and Venue**

In the event of litigation, the RFP and proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.

### **Attorney Fees**

In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorneys' fees and costs.

### **RFP Acceptance or Rejection**

This RFP does not commit the Carmichael Recreation and Park District to award a contract, to pay any cost incurred in the preparation of this RFP or to procure contract for services or supplies. The District reserves the right to accept or reject any or all proposals received in response to this request, to negotiate terms that will be in the best interest of the District, or cancel in whole or in part this RFP. All submitted proposals and information included therein shall become public

## Carmichael Recreation and Park District

records upon delivery to the Carmichael Recreation and Park District, subject to disclosure per the "California Public Records Act, " (California Government Code Sections 6250, et seq.) once the District has awarded the contract resulting from this solicitation.

### **Multiple Proposals**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise.

### **Insurance Requirements**

Firms are to provide a letter from their insurance company indicating ability to provide insurance.

Insurance requirements include the following:

Without limiting Consultant's indemnification, Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, or employees. District shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for District and for members of the public, District may require Consultant to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. District's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

### **Verification of Coverage**

Consultant shall furnish the District with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The District Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the District before performance commences. The District reserves the right to require that Consultant provide complete copies of any policy of insurance offered in compliance with these specifications.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

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**AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

Personal Lines automobile insurance shall apply if vehicles are individually owned.

**WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

**PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the Consultant's profession.

**CRIME POLICY:** To cover Consultant and its agents for dishonest and fraudulent acts by employees including theft of money, securities or property or by using computers to transfer covered property.

**CYBER LIABILITY, INCLUDING IDENTITY THEFT, INFORMATION SECURITY AND PRIVACY INJURY**

- Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach
- Defense, indemnity, and legal costs associated with regulatory breach, (including HIPAA) negligence or where a covered event results in a breach of contract
- Administrative expenses for forensic expenses and legal services
- Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses
- Identity event service expenses for identify theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services

### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

**GENERAL LIABILITY** shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

## **Carmichael Recreation and Park District**

**AUTOMOBILE LIABILITY:** Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

**WORKERS' COMPENSATION:** Statutory.

**EMPLOYER'S LIABILITY:** \$1,000,000 per accident for bodily injury or disease.

**CRIME POLICY:** \$1,000,000 single loss limit of liability.

**CYBER LIABILITY:** \$2,000,000 per claim and aggregate.

**PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY:** \$2,000,000 per claim and aggregate.

### **Deductibles and Self-Insured Retention**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the District.

### **Claims Made Professional Liability Insurance**

- If professional liability coverage is written on a Claims Made form:
- The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by Consultant.
- Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

### **Other Insurance Provisions**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The District Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the District and the general public are adequately protected.

**MAINTENANCE OF INSURANCE COVERAGE:** The Consultant shall maintain all insurance coverages and limits in place at all times and provide the District with evidence of each policy's renewal within ten (10) days after its anniversary date.

## **Carmichael Recreation and Park District**

Consultant is required by this Agreement to immediately notify District if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Consultant shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

### **Commercial General Liability and/or Commercial Auto Liability**

**ADDITIONAL INSURED STATUS:** The District and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

**PRIMARY INSURANCE:** For any claims related to this Agreement, the Consultant's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the Consultant's insurance and shall not contribute with it.

**SEVERABILITY OF INTEREST:** The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**SUBCONTRACTORS:** Consultant shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Consultant's subcontractor.

### **Workers Compensation**

**WORKERS COMPENSATION WAIVER OF SUBROGATION:** The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the District and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Consultant. Should Consultant be self-insured for workers' compensation, Consultant hereby agrees to waive its right of subrogation against the District and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized agents and volunteers.

## **Carmichael Recreation and Park District**

### **Notification of Claim**

If any claim for damages is filed with Consultant or if any lawsuit is instituted against Consultant, that arise out of or are in any way connected with Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect District, Consultant shall give prompt and timely notice thereof to District. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

### **Indemnification**

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, Consultant shall indemnify, defend, and hold harmless The District and the County of Sacramento, their governing boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of Consultant, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of Consultant, its employees, or Consultant's subconsultants or subcontractors at any tier, or any other party for which Consultant is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to Consultant. Upon receipt of tender, Consultant shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. Consultant shall control the defense of the Indemnified Parties; subject to using counsel reasonably acceptable to the Indemnified Parties. Both parties agree to cooperate in the defense of a Claim.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by Consultant or Consultant's subcontractors at any tier.

Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

## **Carmichael Recreation and Park District**

### **Term/Extension**

Consistent with guidelines enumerated in the County Code, it is the intent of the District to award a three-year initial term contract with option to extend for a two-year period for the specified service assuming funds are appropriated to support continuation of services for succeeding fiscal periods.

### **Board Contact**

No business entity, including any agent of such entity, shall directly or indirectly contact any Board member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a proposal. Any Responder violating this policy shall be deemed disqualified from the RFP process. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the Responder shall be liable for any damage incurred by the District. The Board shall exercise its best judgment for the benefit of the District in making a decision whether to proceed or not, depending on all of the facts and circumstances.

### **Amendments**

The terms and conditions contained in the Request for Proposals and Contract herein may be amended or modified only with the prior written approval of the District.

### **News Release**

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

### **Termination of Contracts**

The Carmichael Recreation and Park District reserves the right to terminate all contracts for cause by giving ten (10) calendar days written notice or may terminate without cause by giving thirty (30) calendar days written notice. Termination of contract for cause shall include, but may not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Contracts which extend into a subsequent fiscal year will automatically terminate if the Carmichael Recreation and Park District does not appropriate funds for the goods and/or services under the contract.

## **Carmichael Recreation and Park District**

### **Failure to Fulfill Contract**

When any Responder shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Responder, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Advisory Board to be to the best advantage of the Carmichael Recreation and Park District. Any failure for furnishing such articles or services by reason of the failure of the Responder, as above stated, shall be a liability against such Responder and his sureties. The Board of Supervisors has delegated authority to the District for the right to cancel any articles or services which the successful Responder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Responder provided satisfactory proof is furnished to the Advisory Board of Directors.

### **Proprietary Information**

Once awarded all proposal responses may be considered a public record and will be disclosed with a public records act request; only financial documents included to demonstrate the firm's fiscal stability will be protected from such a request.

### **Conflict of Interest**

The successful Responder shall affirm that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interest of the Responder and services under this Agreement. The successful Responder agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

### **Proposal Negotiations**

A submittal containing terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive. However, the District reserves the right to negotiate terms of the agreement with the selected Consultant.

### **Taxes**

For the purposes of this RFP, any applicable taxes, fees or government surcharges shall be itemized separately in your fee sections. Federal excise taxes are not applicable to districts.



## Carmichael Recreation and Park District

### **Invoicing**

Consultant shall issue separate invoices as services are provided, in a format approved by the District. For the District's portion of the billable amount, invoices shall be submitted to:

Carmichael Recreation and Park District  
Attn. Ingrid Penney  
5750 Grant Avenue  
Carmichael, CA 95608

Each invoice must reference **Financial Planning and Advisory Services** and the assigned, applicable Contract number. Invoices should specify any prompt payment discount and will be processed following review and approval.

### **Disputed Charges/Billing**

In the event that the District reasonably determines that there is a material discrepancy between the proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the Consultant, with supporting documentation illustrating the basis for bona fide dispute within their payment terms. If such billing disputes remain unresolved within sixty (60) days of submission to the Consultant, both parties agree to submit to arbitration by an impartial third party.

### **Anti-Discrimination**

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Consultant agrees to comply with applicable federal and California laws, including, but not limited to, California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

### **Assignment**

The Consultant shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

### **Debarment, Suspension, and Other Responsibility Matters**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part,

## Carmichael Recreation and Park District

85, Sections 85, 105 and 85.110—

The applicant certifies that it and its principles:

Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and

Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

# Carmichael Recreation and Park District

## RFP Form

Carmichael Recreation and Park District  
5750 Grant Avenue  
Carmichael, California 95608

To: District Administrator and Members of the Advisory Board

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP (RFP #21-9), hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: \_\_\_\_\_

Legal Status (i.e., sole proprietorship, partnership, corporation): \_\_\_\_\_

Tax I.D. Number (Sole Proprietorship Only): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature

Name (Print or Type)

Title

Date

( ) \_\_\_\_\_  
Phone

( ) \_\_\_\_\_  
Fax

E-mail address

## Carmichael Recreation and Park District

### Fee Proposal

Please describe your fees for the types of services described in the Scope of Work. Fees may be based on transactions, hours only, time and materials, etc. Actual fees may be negotiated prior to each transaction. Please specify any indexed costs if applicable.

Type of Service	Cost	Per Unit
Example: G.O Bond Sale	\$XX,XXX.XX	Transaction
Example: Supplemental Service	\$XXX.XX	Hour
Example: Election Survey	\$XX,XXX.XX	

I/We, the undersigned, understand the information included in this proposal, regardless of whether requested or voluntarily submitted may become part of the any agreement subsequently made with Carmichael Recreation and Park District, and we attest to the best of our knowledge, to its accuracy.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2021, at: \_\_\_\_\_ California.

Signature of Proposer: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## Carmichael Recreation and Park District

### Statement of Non-Conflict of Interest

The Responder hereby warrants that he, she, or they have no business or financial interests that are in conflict with his, her, their obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

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Signature

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Printed Name

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Title

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Responder

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Date

## Carmichael Recreation and Park District

### **Insurance Coverage Statement (to be submitted with proposal)**

Consultant HEREBY CERTIFIES that they have reviewed and understands the insurance coverage requirements specified in the CRPD Financial Advisory Services RFP 2021. Should the Consultant be awarded a contract for the work, Consultant further certifies that they can meet the specified requirements for insurance.

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Name of Consultant (Person, Firm, or Corporation)

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Signature of Consultant's Authorized Representative

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Name & Title of Authorized Representative

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Date of Signing