

**RECLAMATION
DISTRICT
NO. 1000**

**REQUEST
FOR
QUALIFICATIONS**

**Banking
&
Investment
Services**



JANUARY 15, 2024



Reclamation District No. 1000

1633 Garden Highway

Sacramento, CA 95833

(916) 922-1449

www.rd1000.org

Reclamation District No. 1000

Request for Qualifications – Banking & Investment Services

TRUSTEES

ELENA LEE REEDER – BOARD PRESIDENT

THOMAS M. GILBERT – BOARD VICE PRESIDENT

NICK AVDIS – TRUSTEE

JAG BAINS – TRUSTEE

TOM BARANDAS – TRUSTEE

EDWIN PEREZ – TRUSTEE

THOMAS W. SMITH – TRUSTEE

OFFICERS

KEVIN L. KING – GENERAL MANAGER

JOLEEN GUTIERREZ – BOARD SECRETARY/TREASURER

REBECCA SMITH, ESQ. – GENERAL COUNSEL (DOWNEY BRAND, LLP)

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Introduction

General

Reclamation District No. 1000 (RD1000; District) was organized on April 8, 1911, by special act of the California Legislature, and is governed by the Reclamation District Act (California Water Code sections 50,000 et. seq.). The District's affairs are governed by a seven-member Board of Trustees. At the time of formation, the District embarked on the largest privately funded reclamation project in the United States. What was accomplished by the District in the twentieth century was truly remarkable. Today, the District's perimeter levee system consists of 42.6 miles of project levees encircling the District's 55,000 acres. The District also operates and maintains an interior drainage system consisting of 30 miles of main drainage canals, approximately 150 miles of drainage ditches and eight pumping stations. The drainage system collects agricultural tailwater, stormwater and drainage and delivers them to the pumping plants for disposal in the adjacent rivers and creeks.

RD 1000 perimeter levees are undergoing the largest rehabilitation since their original construction over a hundred years ago. The \$1.7 billion Natomas Levee Improvement Project (NLIP) which began in 2007 and will continue through 2026, will provide the Natomas Basin with two-hundred-year flood protection when complete.

As the District moves into its second century, its public safety mission remains its first commitment. The District's sole purpose and function is to monitor, operate, and maintain the levees and flood control infrastructure protecting the more than one hundred thousand people in the Natomas Basin, ensuring that the system is ready for the next one hundred years.

Mission Statement

Reclamation District No. 1000's mission is flood protection for the Natomas Basin providing for the public's health and safety by operating and maintaining the levees, and the District's canals and pump stations in a safe, efficient and responsible manner.

Responsibility Statement

On behalf of and in communication with the residents of the Natomas Basin, the District meets its flood protection Mission by operating and maintaining:

- The perimeter levee system to prevent exterior floodwaters from entering the Natomas Basin.
- The District's interior canal system to collect the stormwater runoff and agricultural drainage from within the Natomas Basin.
- The District's pump stations to safely discharge interior stormwater and agricultural drainage out of the Natomas Basin.

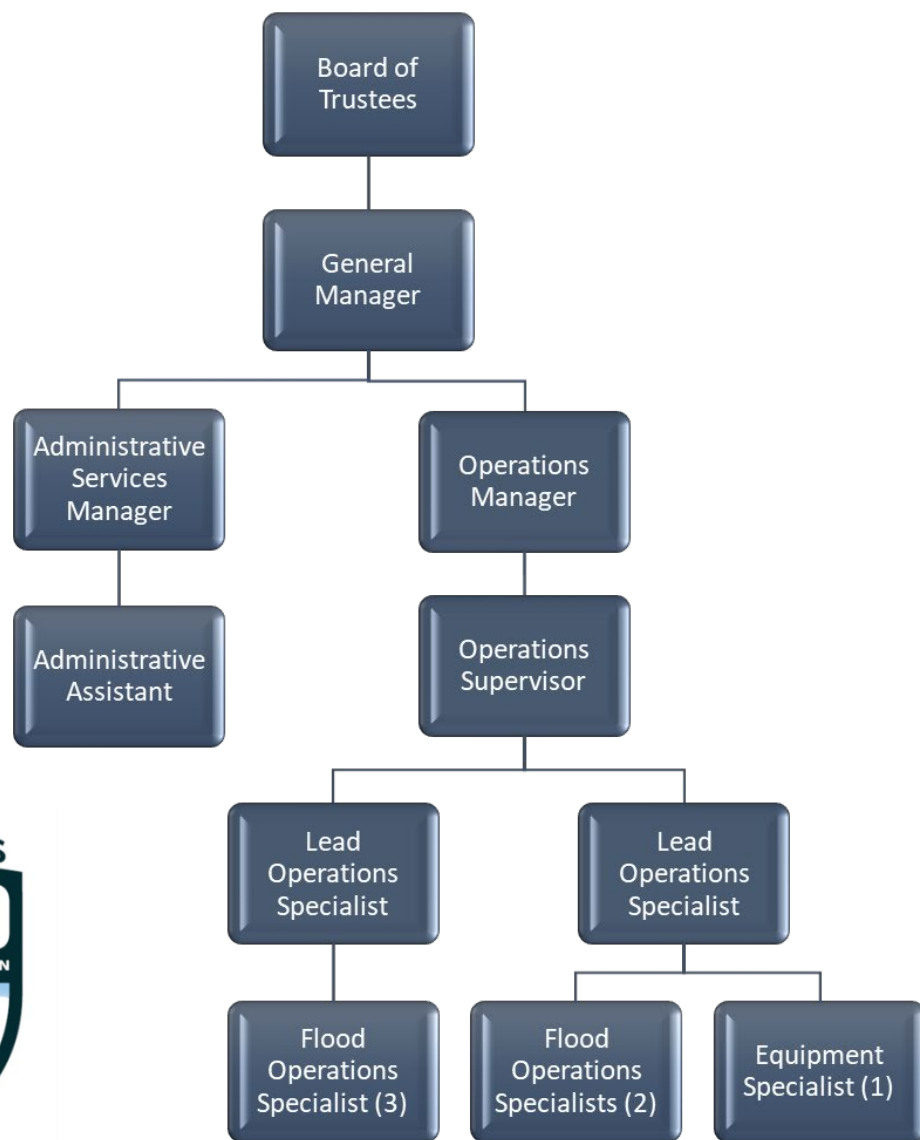
Vision Statement

In meeting its flood protection Mission, the District shall also:

- Carry out its responsibilities in a safe, professional, and accountable manner that adheres to the principles of good governance and transparency, being sensitive to community interests and the environment.
- Continuously identify and implement operational, maintenance, structural and non-structural improvements that reduce flood risks in the Natomas Basin.
- Cooperate with private entities and public agencies (including the Corps of Engineers and the State Central Valley Flood Protection Board) with whom the District shares responsibilities, common goals, and objectives for flood protection in the Natomas Basin.
- Educate the public about the risks of flooding in the Natomas Basin and the District's efforts to minimize those risks.

Organizational Chart

RECLAMATION DISTRICT NO. 1000 ORGANIZATIONAL CHART



Request for Qualifications – Banking & Investment Services

Executive Summary

Reclamation District No. 1000 (RD 1000; District) is requesting qualification proposals for Banking & Investment Services, from qualified financial institutions interested in providing banking and investment services. The primary objective is for RD 1000 to determine which financial institution can offer the highest quality of service using new technology at the most reasonable cost. This process also provides RD1000 the opportunity to explore alternative procedural methods that could improve its banking efficiencies.

We encourage you to be creative and educational in your responses. While your format must be consistent with the requirements of the RFQ, if you believe that your proposed solution or services would benefit RD 1000, we invite you to offer them. Please provide options to create efficiencies and improve and use new, applicable technologies.

RD 1000 intends to establish an open-ended contract with the conditions of the proposal remaining valid for a minimum contract term of five years. As a matter of policy, RD 1000 may conduct an RFQ for banking services at the end of the term. Either party may cancel the contract for any reason with 180 days' written notice.

Given the ongoing changes in the banking industry and evolving technologies, RD 1000 has determined that a review of the services offered by qualifying institutions is appropriate. RD 1000 is seeking a financial institution that provides overall value by creating efficiencies, taking advantage of new technologies, and providing competitive pricing. RD1000 intends to maintain all banking services with one financial institution to maximize cash flow and minimize administrative costs. As such, banking service proposals must include services for the entire scope of the relationship outlined. The District reserves the right to reject any proposals and full discretion as to the award or refusal to award any contract.

Description of Services

In general, the District is seeking an experienced, professional banking partner (Consultant) to provide Banking & Investment Services for District.

RD 1000 is seeking to enter a contract with a Consultant that has demonstrated its ability to provide services including, but not necessarily limited to, the following:

- Bank Compensation
- Demand Deposit Accounts
- ACH, Wire, and Other Transfers
- State Activity (LAIF)
- Deposit Activity
- Account Reconciliation/Positive Pay
- Balance & Detail Reporting
- Provides Financial Advising or Referrals
- Offers Low-Risk Investment Products
- Offers Short Term Loan Products
- Bank Accounts
 - General Account – Reclamation District 1000 requires a General Operations Account and two Money Market accounts. The General Account is used for all cashiering, accounts payable check payments, ETF payments, ACH payments, payroll, investment, and money transfer activities. The general account pulls from the Money Market Account to replenish funds.
 - Money Market account is used for grant funds. The combined accounts' average balance fluctuates between \$500k and \$1 million. To assist you in understanding the scope and volume of RD1000's banking activities, please reference Attachment A.

If Consultant feels additional tasks are warranted, they must be clearly identified in the Consultants response.

Qualification Proposal Deadline

All qualification proposals must be received by the District's office at 1633 Garden Highway, Sacramento, CA 95833, or via electronic submittal to kking@rd1000.org by **4:00 P.M. on March 1, 2024**. Submittals received after said time will not be considered.

Questions

Contact General Manager Kevin King at (916) 922-1449 or kking@rd1000.org with any questions regarding this Request for Qualifications.

Section A – MINIMUM QUALIFICATIONS

Minimum Qualifications – Banking & Investment Services

1. A description of the Consultant’s professional qualifications.
2. A statement indicating the number of employees, by level, which will perform the Services and background for each employee who will be assigned to the District’s security program, including but not limited to educational/professional credentials and previous banking experience.
3. A listing of current and prior Banking & Investment Services clients, including the types of services performed and client contact information so they may serve as references.
4. Indicate availability to proceed with work on or about July 1, 2024.
5. Qualified Depository/Member of FDIC
 - a) Any bank submitting a proposal must be a qualified public “depository,” as defined by California Government Code Section 53630, and must perform its obligation under this proposal in compliance with all applicable federal and state laws and regulations, statutes, and policies.
 - b) The bank must be an FDIC Insured Bank and be in good standing. This would include but is not limited to, the ability to collateralize all collected balances above balances insured by the FDIC, as required by Sections 53630 et. seq. of the California Government Code.
6. Federal Reserve Member
 - a) RD1000 prefers a bank that is a member of the Federal Reserve System. Banks that are not members of the system shall identify their correspondent member banks.

Section B – GENERAL TERMS AND CONDITIONS & SUBMITTAL REQUIREMENTS

Requirement to Meet All Provisions

Each respondent submitting qualifications (Consultant) shall meet all the terms, and conditions of the Request for Qualifications (RFQ). By virtue of its submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFQ package.

Qualification Proposals

Each qualification proposal must be made on the form(s) provided and accompanied by any other required submittals or supplemental materials. Qualification proposals shall be enclosed in an envelope that shall be sealed and addressed to:

Reclamation District No. 1000
1633 Garden Highway
Sacramento CA, 95833.
Attn: Kevin L. King, General Manager

Each qualification proposal shall include one electronic copy of the material in *Adobe Acrobat* format on Universal Serial Bus (USB) Flash Drive. To guard against premature opening, the qualification proposal should be clearly labeled with the title, name of Consultant, and date and time of opening.

Alternatively, the proposal may be submitted electronically in *Adobe Acrobat* format to kking@rd1000.org using *Adobe Acrobat* share function. No FAX submittals will be accepted.

To guard against premature opening, each qualification proposal shall be submitted to the District in a sealed envelope plainly marked with the following:

- RFQ title (“Request for Qualifications – Banking & Investment Services”)
- Consultant name
- Time and date of the opening (“March 1, 2024 @ 4:00 pm”)

To guard against premature opening of electronic submittals, the proposal shall be submitted to kking@rd1000.org using *Adobe Acrobat* share function, which tracks file access. Electronic submittals via email shall clearly identify the submittal with the following information:

- RFQ title (“Request for Qualifications – Banking & Investment Services”)
- Consultant name
- Time and date of the opening (“March 1, 2024 @ 4:00 pm”)

Insurance Certificate

Each qualification proposal must include a certificate of insurance showing:

- The insurance carrier and its A.M. Best rating.
- Scope of coverage and limits.
- Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Consultants insurance coverage during submittal evaluation; as discussed below, endorsements are not required until contract award. The District's insurance requirements are detailed in Section F.

Submittal of References

Each proposer shall submit a statement of qualifications and references on the form provided in Section E of this RFQ.

Statement of Contract Disqualifications

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in Section E of this RFQ.

Qualification Proposal Withdrawal and Opening

A Consultant may withdraw its qualification proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the District General Manager for its withdrawal, in which event the submittal will be returned to the Consultant unopened. No submittal received after the time specified or at any place other than that stated in the RFQ will be considered. The opening of submittals in response to this RFQ is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing Consultants to know the prices quoted by one another.

Communications

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the District.

Qualification Submittal Retention and Award

The District reserves the right to retain all qualification proposals for a period of 60 days for examination and comparison. The District also reserves the right to waive non-substantial irregularities in any qualification proposal, to reject any or all qualification proposals, to reject or delete one part of a qualification proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

Competency and Responsibility of Consultant

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the District deems necessary to make such a decision.

Contract Requirement

The Consultant to whom award is made (if any) shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its qualification proposal. The contract shall be made in the form adopted by the District and incorporated in this RFQ.

Insurance Requirements

The Consultant shall provide proof of insurance in the form, coverages and amounts specified in Section F within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

Failure to Accept Contract

The following will occur if the Consultant to whom the award is made (if any) fails to enter into the contract: the award will be annulled; and an award may be made to the next highest ranked Consultant with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

Section C – QUALIFICATION PROPOSAL CONTENT AND SELECTION PROCESS

Qualification Proposal Content

1. Submittal Forms

- a. Acknowledgement
- b. Certificate of Insurance
- c. References
- d. Statement of Past Disqualifications

2. Qualification Proposal

Section 1 - Table of Contents: Table of Contents should follow the RFP format.

Section 2 - Bank Overview & Profile:

- a. Please respond to all the following:
 - General overview of the bank, customer service philosophy, and identification of the primary office or branch that the District will be assigned to and where the District will conduct its banking business.
 - Experience/Capabilities/Qualifications – Describe the bank’s direct experience in servicing public sector clients and what sets the bank’s government banking unit apart from others.
 - Please include: the number of public agency clients, the dollar amount of public funds on deposit, and the bank’s knowledge of and adherence to the California Government Code and other applicable laws.
 - Credit Quality – Provide ratings for the bank and/or bank holding company from Standard & Poor’s and Moody’s. If the respondent is not rated by these rating organizations, provide other evidence of the institution’s credit quality.
 - Provide the Tier 1 Ratio, Tangible Common Equity Ratio, and Non-performing Assets/ (Total loans + OREO [Other Real Estate Obligations]) based on the most recent quarterly financial statement and on the most recent two (2) audited annual financial statements.
 - Please provide the risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, and Significantly Undercapitalized).
 - Please disclose all significant mergers or acquisitions in the last three (3) years.
 - Provide the bank’s Community Reinvestment Act (CRA) rating.
 - Please disclose any regulatory actions pending by either a state or federal banking agency.

-
- b. Relationship Management/Key Personnel – Identify the size and scope of your public banking unit, bank officers who would be responsible for the RD1000's accounts, what each person's role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team.

Section 4 - Bank Compensation: RD1000 compensates for bank services primarily with compensating balances and is charged for any account analysis deficiencies. Please respond to all the following:

- a. What is the bank's Earnings Credit Rate (ECR) based on, and how is it calculated?
- b. List the bank's actual ECR for the past twelve months.
- c. Please explain when the FDIC assessment is computed and charged and if the bank will waive the FDIC assessment fees.
- d. What account analysis settlement period will be offered? Monthly, quarterly, or semi-annually? In what method is payment expected, should there be an account analysis deficiency?
- e. Please detail exactly which types of items and services can be applied against the account analysis.
- f. Are detailed monthly analysis statements available for each individual account? Can the bank provide a consolidated statement showing charges for all account services?
- g. Are account analysis reports available on-line? If so, how soon is it available?
- h. What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect?

Section 5 – Demand Deposit Account Services: Please respond to all of the following.

- a. Does the bank offer Electronic Bank Statements whereby RD1000 can receive its bank statement in an electronic file in a desired custom format?
- b. How many days after month-end would RD1000 receive its bank statements?

Section 6 – ACH, Wire and Other Transfers: RD1000 desires to initiate electronic payments and wires using an online function that is part of its electronic banking service. RD1000 also transfers funds to/from its general account to/from its custodial accounts. In addition, RD1000's safekeeping custodian currently initiates/receives transfers of investment earnings to/from the District's general account. Please respond to all of the following.

- a. Please describe the bank's online ACH transfer service capabilities and what specifically is recommended for RD1000's use and consideration.
- b. Are same-day payments possible? Please include deadlines for same and next-day payments.

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- c. What is the process for initiating Fed wire transfers? Please include deadlines.
 - d. How are authorization levels established for fund transfers?

Section 7 – State Activity: RD1000 transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis. Please respond to all of the following:

- a. Is the bank an approved State of California depository? If not, please describe the process for completing these types of transactions.
- b. Please describe the LAIF transfer process. Are the transfers done by telephone, terminal (ACH), fax, wire transfer, etc.?

Section 8 - Deposit Activity: RD1000 desires to utilize remote deposit equipment provided by its current bank for daily deposits into its general account. On occasion, RD1000 will make physical deposits into its custodial account at the local branch. In addition, RD1000 receives wire deposits. Please respond to all of the following.

- a. Please identify your branch locations closest to RD1000's administration building located at 1633 Garden Highway, Sacramento, CA 95833
- b. Do you have remote deposit capability?
- c. How do you determine and calculate availability of deposited items? Do you calculate availability by item or formula?
- d. Please describe the bank's returned item handling and notification procedures. Is an Automatic re-clearing option available? If so, how many times?

Section 9 - Account Reconciliation: It is RD1000's desire to utilize full account reconciliation online reporting, including Positive Pay, for checks issued. Please respond to all of the following.

- a. Does the bank offer full account reconciliation and positive pay with data transmission capabilities? If so, please describe the services.
- b. Describe the bank's stop payment service and features. Can stop payments be entered online? How long is a stop payment effective?
- c. Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?
- d. Does the bank offer an imaging service for cleared disbursement checks? If so, please describe the service and the length of time the cleared checks are available for viewing.
- e. If imaging service is not available, are other services available for processing the images of disbursement checks? Please describe the process associated with the service.

Section 10 - Misc. Questions: Please respond to all of the following.

- a. Does the bank provide a toll-free number for Customer Service? Will the bank assign one or more Customer Representatives whom RD1000 can contact personally to discuss any issues relating to RD1000's accounts and/or services?
- b. The bank will be required to provide certain transaction confirmations and respond to requests for data as needed from RD1000's auditors. Will the bank be able to comply with such requests?
- c. Please list your hours of operation and all holidays on which the bank is not open for business.
- d. Describe in detail how the bank handles problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about **exactly** whom RD1000 will be calling and working with for the above-described situations and for the implementation of new services. Also, describe the bank's organizational structure as it relates to governmental clients and any other information that will clarify the bank's internal relationships.
- e. Please describe your security controls for employee access to online and phone services.

Section 14 - Implementation Plan and Costs: RD1000 requires a smooth and low-cost transition to a new bank or enhanced service with its existing bank. Please respond to all of the following.

- a. Please describe in detail, the bank's plan to implement the proposed services and to ensure a smooth, error-free conversion.
- b. Please detail *all* costs and the responsible party (bank or RD1000) associated with the conversion to all new services.
- c. What size conversion allowance will the bank provide to RD1000? Please state a specific dollar amount or identify those supplies, products, and/or services included.
- d. Will the bank provide on-site training for RD1000 personnel for all of the services selected? Typically, how are the training sessions structured?

Section 15 - Service Enhancements: Based on the information provided in the RFP and your bank's knowledge of the public sector, please describe any services or technological enhancements not previously mentioned that should be considered for further improving RD1000's bank accounts and related depository and cash management services.

Section 16 – Cost Proposals/Banking Services Fee Schedule: Fees related to all services described in the proposal must be listed. Also, include any one-time set-up charges, equipment costs, research fees, and all other fees that will be charged. Include any incentives or price breaks based on volume, timeliness of payment, or rebates. Please state the period of validity for the Banking Services Fee schedule.

Section 17 – Please include: *Sample Account Analysis Statement and User’s Guide*

Section 18 – Please Include: *Sample Account Reconciliation Reports, Account Statements, Sample Prior Day and Intra Day Statement Reports, and Positive Pay Reports*

Section 19 – Please include: *Sample Banking Services Contract, Sample Funds Transfer Agreement, Sample Consolidated/Parent Billing Statement for Corporate Credit Card and any other relevant sample.*

- a. Qualification proposals should be the minimum length to provide the required information. Proposals shall not exceed 60 pages in length, including required forms.
- b. If submitting hard copies, five (5) copies of the qualification proposal must be submitted, along with one (1) PDF formatted electronic copy on a USB Flash Drive.

Qualification Proposal Evaluation and Consultant Selection

Qualification proposals will be evaluated by a review committee and contract award process as follows:

1. Written Proposal Review/Finalist Selection

Evaluation of the qualification proposals will be based on the following:

- a. The Consultant's experience, stability, and capability to complete all aspects of the work.
- b. Experience and qualifications of personnel assigned to this project and their availability.
- c. References from clients with similar projects.
- d. The availability of the Consultant during the project period.
- e. The Consultant's experience with the requirements of Banking & Investment Services.

Qualification proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one qualification proposal is rated consistently higher than others, the Consultant may be selected as the top ranked Consultant for purposes of contract negotiation.

Alternatively, a group of finalist candidates (generally the top 3 to 5 respondents) may be selected for follow-up interviews and presentations, or requests for additional clarifying information, before the final top ranked Consultant is determined for contract negotiation.

2. Qualification Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for qualification proposal review and contract award:

Issue RFQ: January 15, 2024

Last Day for Questions: February 16, 2024

Receive Qualification Proposals: March 1, 2024

Internal Review: March 1 – March 15, 2024

Selection Committee: March 18 – 29, 2024

- The Selection Committee will conduct a Level I review that will consist of evaluating the proposals for the purpose of establishing the most qualified Consultants. The Selection Committee may decide on a recommendation for awarding the contract upon completion of the Level I review.
- If needed, the Selection Committee will conduct a Level II review. The Level II review will be conducted to select the finalist from a small pool of candidates. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

Complete Evaluation: April 5, 2024

Award Contract: April 12, 2024

Section D – FORM OF AGREEMENT

Agreement

THIS AGREEMENT is made and entered into in the City of Sacramento on [Month, Day, Year] by and between RECLAMATION DISTRICT NO. 1000, a public entity of the State of California, hereinafter referred to as District, and [CONSULTANT'S NAME IN CAPITAL LETTERS], hereinafter referred to as Consultant.

WITNESSETH

WHEREAS, on January 15 – March 1, 2024, the District requested qualification proposals for Banking & Investment Services.

WHEREAS, pursuant to said request, Consultant submitted a proposal that was accepted by District for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Term.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above until Project Completion date _____.
- 2. Termination.** If, during the term of the contract, the District determines that the Consultant is not faithfully abiding by any term or condition contained herein, the District may notify the Consultant in writing of such defect or failure to perform. This notice must give the Consultant 10 (ten) calendar day notice of the time thereafter in which to perform said work or cure the deficiency.

If the Consultant has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the District may terminate the contract immediately by written notice to the Consultant to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Consultant's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Consultant shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the District's Notice of Termination, minus any offset from such payment representing the District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Consultant as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Consultant shall be based solely on the District's assessment of the value of the work-in-progress in completing the overall work scope.

The District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the District's sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall the Consultant be entitled to receive in excess of the compensation quoted in its proposal.

The District also reserves the right to terminate the contract for convenience, providing 30 (thirty) calendar day notice, at any time upon a determination by the General Manager that termination of the contract is in the best interest of the District. In this case the Consultant will be paid compensation due and payable to the date of termination.

- 3. Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.
- 4. Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the District, except that which is expressly identified in the Consultant's qualification proposal. Any substitution of sub-Consultants must be approved in writing by the District. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
- 5. Contract Assignment.** The Consultant shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.
- 6. Inspection.** The Consultant shall furnish District with every reasonable opportunity for District to ascertain that the services of the Consultant are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the District's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill its contract requirements.
- 7. Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Consultant and sub-Consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the District shall have the option of inspecting and/or auditing all records.
- 8. Conflict of Interest.** The Consultant shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract, or any ensuing District project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project which will follow. The Consultant staff shall provide a Conflict-of-Interest Statement where determined necessary by the District.

The Consultant covenants that it presently has no interest, and shall not acquire any interest—direct, indirect, or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Consultant further covenants that, in the performance of this work, no sub-Consultant or person having such an interest shall be employed. The Consultant certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District.

- 9. Rebates, Kickbacks or Other Unlawful Consideration.** The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any District employee. For breach or violation of the warranty, the District shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 10. Covenant Against Contingent Fees.** The Consultant warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the District has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 11. Compliance with Laws and Wage Rates.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Sacramento ordinances, regulations and adopted codes during its performance of the work.
- 12. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
- 13. Immigration Act of 1986.** The Consultant warrants on behalf of itself and all sub-Consultants engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- 14. Consultant Non-Discrimination.** In the award of subcontracts or in performance of this work, the Consultant agrees that it will not engage in, nor permit such sub-Consultants as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

15. Indemnification for Professional Liability. To the fullest extent permitted by law, the Consultant shall indemnify, protect, defend, and hold harmless the District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

16. Non-Exclusive Contract. The District reserves the right to contract for the services listed in this RFQ from other Consultants during the contract term.

17. Release of Reports and Information. Any reports, information, data, or other material given to, prepared by, or assembled by the Consultant as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by the Consultant without the prior written approval of the District.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the District and receipt of the District’s written permission.

18. Consultant Invoices. The Consultant shall deliver a monthly invoice to the District, itemized by task. Invoice must include a breakdown of hours billed and miscellaneous charges and any sub-Consultant invoices, similarly broken down, as supporting detail.

19. Payment. For providing services as specified in this Agreement, Consultant shall be reimbursed for hours worked at the hourly rates attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fee. In addition, the Consultant shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this agreement. The Consultant’s personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

20. Payment Terms. The District’s payment terms are 30 days from the receipt and approval by the District of an original invoice and acceptance by the District of the services provided by the Consultant (Net 30).

21. Resolution of Disputes. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the District’s General Manager and the District’s Administrative Services Manager, who may consider written or verbal information submitted by the Consultant. Not later than thirty (30) days after completion of all deliverables necessary to complete the project, the Consultant may request review by the District Board of Trustees of unresolved claims or disputes.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the District’s Administrative Services Manager. Not later than thirty (30) days after issuance of the final audit report, the Consultant may request

a review by the District's Administrative Services Manager of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the District will excuse the Consultant from full and timely performance in accordance with the terms of this contract.

22. Agreement Parties.

District: Kevin L. King
General Manager
Reclamation District No. 1000
1633 Garden Highway
Sacramento, CA 95833

Consultant: TBD

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

23. Incorporation by Reference. District Request for Qualifications – Indirect Cost Allocation Plan and Consultant's qualification proposal, are hereby incorporated in and made a part of this Agreement.

24. Amendments. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the District General Manager.

25. Working Out of Scope. If, at any time during the project, the Consultant is directed to do work by persons other than the District General Manager and the firm believes that the work is outside of the scope of the original contract, the Consultant shall inform the General Manager immediately. If the General Manager and Consultant both agree that the work is outside of the project scope and is necessary to the successful completion of the task, then a fee will be established for such work based on Consultant's hourly billing rates or a lump sum price agreed upon between the District and the Consultant. Any extra work performed by Consultant without prior written approval from the District General Manager shall be at Consultant's own expense.

26. Complete Agreement. This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by District, Consultant agrees with District to do everything required by this Agreement.

27. Authority to Execute Agreement. Both District and Consultant do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

RECLAMATION DISTRICT NO. 1000:

CONSULTANT:

Kevin L. King, General Manager

Name of Principal, Title

APPROVED AS TO FORM:

Rebecca Smith, District Counsel

Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the Request for Qualifications – Banking & Investment Services; and
- Is thoroughly familiar with its content; and
- Is authorized to represent the proposing Consultant; and
- Agrees to perform the work as set forth in this qualification proposal.

Consultant Name and Address:		
Contact Name:		
Email:	Fax:	Phone:
Signature of Authorized Representative:		Date:

Insurance Certificate

_____ Insurance Company's A.M. Best

Certificate of Insurance Attached? [YES / NO]

Statement of Past Contract Disqualifications

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Consultant Representative

References

Number of years engaged in providing the services included within the scope of the specifications under the present business name:

Describe fully the last three (3) contracts performed by Consultant that demonstrate the ability to provide the services included within the scope of the RFQ. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding qualifications.

Reference No. 1

Client Name	
Contact Name & Title	
Street Address	
City	
State & Zip Code	
Telephone	
Email	
Date(s) of Service	
Contract Amount	
Description of Services:	

Reference No. 2

Client Name	
Contact Name & Title	
Street Address	
City	
State & Zip Code	
Telephone	
Email	
Date(s) of Service	
Contract Amount	

Description of Services:

Reference No. 3

Client Name	
Contact Name & Title	
Street Address	
City	
State & Zip Code	
Telephone	
Email	
Date(s) of Service	
Contract Amount	

Description of Services:

Section F – INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultants, its agents, representatives, employees, or sub-Consultants.

Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01) or the exact equivalent as determined by the District.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the Consultant's profession.

Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, agents, and volunteers are to be covered as 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 special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents, or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
3. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. The Consultant agrees to notify the District if the policy is suspended, voided, or reduced in coverage or limits. A minimum of thirty (30) days prior written notice by certified mail, return receipt requested, will be provided.
5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

Consultant shall furnish the District with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements affecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.