



**REQUEST FOR QUALIFICATIONS  
Financial Advisory Services  
RFQ 21-22-300**

**September 27, 2021**

**National School District  
1500 N Avenue  
National City, CA 91950**

## **REQUEST FOR QUALIFICATIONS (RFQ) for Financial Advisory Services**

National School District (hereinafter District) is requesting qualifications for Financial Advisory Services (hereinafter Service Provider) for the issuance of General Obligation Bonds, Certificates of Participation, Tax Revenue Anticipation Notes, and other financial services.

The Request for Qualifications (RFQ) submittal **must be received by October 20, 2021, by 1:00 PM**, at National School District, in the District Purchasing Office at 1300 East 14<sup>th</sup> Street, National City, California, 91950. Attention: Mr. Jon Hansen, Director of Business Support Services.

### **A. INTRODUCTION**

National School District currently serves approximately 4,400 students in grades K-6 and over 200 preschool students from the city of National City. The District has 10 elementary schools, a Preschool Center, District Office, and a Warehouse.

### **B. FINAL DETERMINATION AND AWARD**

This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. The District reserves the right to contract with any entity responding to this RFQ, to reject any proposal as non-responsive, and not to contract with any firm for the services described herein. The District reserves the right to seek qualifications from or to contract with any firm not participating in this process. The District reserves the right to reject any or all submissions, to request further information, to negotiate with any firm, to extend the submission deadline, or to amend or cancel in part or in its entirety this RFQ. This RFQ does not commit the District to award a contract or to reimburse any firm for costs incurred in submitting a proposal. All materials submitted in response to this RFQ shall become the property of the District and shall be considered a part of public record.

### **C. SUBMITTAL INFORMATION**

The following format has been prepared as the guide for the development of the proposal in response to the RFQ. All individuals that will be directly involved with projects should be identified and represent the firm in all discussions and interviews.

#### **1. Letter of Interest:**

- a) Legal name of the inspection services individual or firm.
- b) Type of firm (individual, corporation, etc.).
- c) Provide a brief description of your firm, including number of years in business.
- d) Number of employees (company-wide).
- e) Number of employees located in San Diego County.
- f) Date firm established.
- i) Name of the company representative who will serve as the District's project contact throughout the project(s).
- j) Address, telephone, email, and fax number of the office that will be primarily responsible for providing services for the proposal.
- k) California Business License Number

This Letter of Interest must be signed by the authorized officer of the firm.

## **2. Table of Contents**

## **3. Personnel**

Include resumes of key personnel who would be assigned to projects associated with the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Include Education, Training and Professional Certifications. Indicate who would serve a primary contact(s) for the District. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.

## **4. Experience and References (Company, Employees)**

Experience with focus on K-12 qualifications. Include school district name and duration of agreement with a list of at least three (3) references with contact names and phone numbers.

## **5. Litigation**

List all service-related litigation in the last five (5) years, filed either by an owner, owner's consultant or contractor, against the individual or firm, or related to any project for which the individual or firm provided cost estimating services.

## **6. Fee Schedule**

Provide Service Provider's standard unit pricing all services as described in Section R - Scope of Services. Provide current hourly fee schedules (by personnel/job title). No travel time shall be charged.

## **7. Insurance**

- a) A letter from insurance company indicating ability to provide insurance. Insurance requirements include the following:
  - 1) Professional Liability Insurance: The respondent shall provide professional liability insurance in the amount of at least Three Million Dollars (\$3,000,000) per claim and in the aggregate. The evidence of coverage should indicate whether securities transactions are covered.
  - 2) All insurance will be in a form and with insurance companies acceptable to the District.
  - 3) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
  - 4) All insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without thirty (30) days prior written notice to the District (10 day Notice for Cancellation due to non payment of premium is acceptable). Service Provider agrees that it will not cancel or reduce said insurance coverage.
  - 5) Service Provider agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost; District may purchase necessary insurance and pay, at Service Provider's expense, the premium thereon.
  - 6) At all times during the term of the agreement, Service Provider shall maintain on file with the District a certificate of insurance, on showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement providing that the policies cannot be cancelled or reduced, except on thirty (30) days written notice to the District (10-day Notice for Cancellation due to non-payment of premium is acceptable), and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set

forth in this agreement. Service Provider shall promptly file with the District such certificate or certificates.

- 7) A.M. Best financial rating of no less than A-VII.
- 8) The insurance provided by the Service Provider shall be primary to any coverage available to the District. The insurance policies shall include provisions for waiver of subrogation.

## 8. Services

Service Provider must provide a detailed explanation of the types of services, methodology, software, etc. which are applicable to the Scope of Services in Section R that are provided by his/her firm.

## 9. Miscellaneous

- a) Submittals must not exceed 15 pages (including Appendices), single-spaced, on white 8.5" x 11" paper, 12-point Ariel font. All pages must be numbered consecutively beginning with number 1 on the first page (excluding title cover sheet) of the narrative through to the end of narrative. The Service Provider/Agency's name must appear on every page, including any Appendices.
- b) The RFQ preparation and associated direct costs are the sole responsibility of the Service Provider and will not be reimbursed by the District.
- c) Three (3) copies of the RFQ response shall be submitted in a sealed envelope or package. The RFQ response must be received by **October 20, 2021, by 1:00 PM** at National School District, in the District Purchasing Office at 1300 East 14<sup>th</sup> Street, National City, California, 91950. Attention: Mr. Jon Hansen, Director of Business Support Services. The Name of the firm or individual must be listed in the lower left corner of the envelope or package, along with "For the National School District RFQ 21-22-300 Financial Advisory Services".
- d) Submission of proposals by facsimile or e-mail is not acceptable. The Service Provider is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Service Provider. The proposal must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Call Jennifer Sandoval (619) 336-7731 or e-mail [jsandoval@nsd.us](mailto:jsandoval@nsd.us) for directions to the office if needed.

## C. QUESTIONS

All questions, interpretations or clarifications, either administrative or technical must be requested in writing through hardcopy mail or email and directed to:

NATIONAL SCHOOL DISTRICT  
Attn: Jon Hansen [jhansen@nsd.us](mailto:jhansen@nsd.us)  
Director of Business Support Services  
National School District  
1300 East 14<sup>th</sup> Street, National City, CA 91950  
(619) 336-7735  
(619) 336-7531 fax

Interested parties should check the District website regularly to obtain additional information and/or addendums as they become available.

#### D. SCHEDULE

The District anticipates the following time line for the process of selecting a firm:

<u>Action</u>	<u>Date</u>
1. Release of Request for Proposal	September 27, 2021
2. Last Day to Submit Questions for Clarification submitted at or before 3:00 PM	October 8, 2021
3. Clarifications Issued by District	October 13, 2021
4. Deadline for Receipt of Proposals submitted at or before 1:00 PM	October 20, 2021
5. Interview of Finalist(s) <u>if necessary</u>	Week of October 25, 2021
6. Approval of Award, Authorization to Negotiate Contract - Board of Trustees	November 10, 2021

#### F. EVALUATION & ACCEPTANCE OF STATEMENT OF QUALIFICATIONS

1. All proposals shall be reviewed to verify that the Service Provider has met the minimum requirements of the RFQ. Service Providers are encouraged to follow the format of the RFQ in order to facilitate District review. The District reserves the right to reject any proposal which is non-responsive or fails to meet the minimum requirement of this RFQ.
2. The District reserves the right to reject any and all RFQ's, to amend the RFQ and the process itself, or to discontinue the process at any time.
3. The District reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQ.
4. The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District's waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the Service Provider from compliance with the other provisions of this RFQ.

The District may not award a contract solely on the basis of this RFQ and will not pay for the information solicited or obtained. The information obtained will be used in determining the RFQ that best meet the needs of the District.

All material submitted which has not been clearly designated as proprietary information becomes the property of the District and may be returned only at the District's option.

RFQ's submitted become the property of the District and may be reviewed and evaluated by any persons at the discretion of the District. Proposals may be returned only at the District's option and at the Service Providers expense. Information excluding Service Provider's financial information, contained therein shall become public documents subject to the Public Records Act.

## **G. EVALUATION AND AWARD OF CONTRACT**

Certain Service Providers may be selected to make a brief presentation and oral interview after which a final selection will be made. The firms will be selected on the basis of information provided in the RFQ, in-person presentations (if applicable), and the results of the District's research and investigation. Upon selection of a firm(s), the District will endeavor to negotiate a mutually agreeable professional services agreement with the selected firm(s). In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next firm(s) selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.

## **H. CONFIDENTIAL INFORMATION**

It is understood that proposals made in response to the RFQ may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the Service Provider's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Service Provider should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

The data on pages of the proposal response identified by an asterisk (\*) or marked along the margin with a vertical line, contain information, which are trade secrets, disclosure of which would cause substantial injury to the Service Provider's competitive position. The Service Provider requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

## **I. ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful Service Provider will become contractual obligations. Failure of the successful Service Provider to accept these obligations in a subsequent contractual agreement may result in cancellation of the award.

## **J. DISTRICT FACILITIES AND RESOURCES**

The Service Provider will be required to use his/her own office and facilities. Use of District facilities such as desks, telephone, and conference space will not be available. No district resources in terms of personnel, facilities, or equipment will be allocated, except as necessary to plan and coordinate work.

## **K. NON-APPROPRIATION OF FUNDS**

Any contract resulting from this RFQ is subject to appropriation of funds (by the School District Governing Board) for each fiscal year of services listed herein.

## **M. ADDITIONAL SERVICES**

The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services.

## **N. FINGERPRINTING**

The Service Provider and its consultants shall comply with Education Code section 45125.1 which stipulates that none of its employees that come in contact with District pupils have been convicted of a violent felony listed

in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Fingerprinting and clearance of any named candidate to perform project inspection services is a program-wide prerequisite and must occur prior to any candidate setting foot on any school campus.

#### **O. TOBACCO AND DRUG-FREE WORKPLACE POLICY**

The District and all District projects are tobacco and drug free workplaces and, as such, require that all persons on District Property be subject to the requirements mandated by California Government Code section 8350, et seq. when on Project site.

#### **Q. NON-DISCRIMINATION**

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

#### **R. SCOPE OF SERVICES**

The District requires the services of a qualified financial advisory services consultant to:

- Advise and assist the District in developing and executing a financing plan.
- Advise District in relation to the issuance of General Obligation Bonds, Tax Revenue Anticipation Notes, Certificates of Participation, and other financial services (including Facilities Bonds and Parcel Taxes).
- Provide the District with available financing options by conducting studies and analyses to determine the most appropriate and cost effective financing methods, terms, security provisions, and repayment structures. Financing options and accompanying studies and analyses shall be presented to the district within an agreed upon timeline.
- Develop a schedule for all participating parties with regard to any of the above transactions.
- Work cooperatively with and coordinate the work of recognized bond counsel, to be selected by the District, in connection with issuance of bonds.
- Work cooperatively with the District Assistant Superintendent of Business Services as necessary regarding financial matters.
- Provide the District with expert advice concerning the method of sale, and the appropriate interest rates for its financings.
- Prepare and distribute the preliminary and final Official Statements to provide the market with timely and accurate information about the District and any bond issues.
- Assist District officials in preparing materials for presentation to national credit rating services regarding the District's financial condition and debt structures.
- Have representatives present at meetings, when requested or notified, on matters concerning financing techniques and bond issues.
- Prepare other analyses that may be utilized by the District in its financings.

- Perform such other functions normally contemplated to be within the scope of a fully qualified financial advisor.

**End of Document**



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