

REQUEST FOR PROPOSALS (RFP)

Financial Advisory Services RFP 24/25-003

**RESPONSES DUE:
February 18, 2025 at 2:00 PM**

LA MESA-SPRING VALLEY SCHOOL DISTRICT

**Department of Business Services
Attn: Monica Putzbach, Purchasing Manager
4750 Date Avenue
La Mesa CA 91942**

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INTRODUCTION

1. Introduction

La Mesa-Spring Valley Schools (“District”) is seeking proposals to provide financial advisory services. The Request for Proposal (“RFP”) is intended to solicit responses from qualified firms that are interested in providing, but not limited to, the services below:

- Develop debt and other financial policies;
- Prepare Short and Long-Range Plans of Finance;
- Implement Short and Long-Range Plans of Finance;
- Provide ongoing post-closing support; and
- Maintain debt profile and monitor refunding opportunities.

The contract will be for a three-year period, renewable for two additional one-year periods.

Qualified firms must meet all of the criteria contained to be considered.

Firms should note the District, like other leading public and private organizations around the country holds the highest standards of business ethics and integrity when it comes to our relationships with our consultants and contractors. By participating in the RFP process, firms shall refrain from any type of lobbying of faculty, staff, and agents of the District or its Board of Trustees. The taking of any action to influence the purchasing, contracting, policy or other decisions under consideration by District officials during this process is strictly prohibited.

2. Background

The La Mesa-Spring Valley District office is located in La Mesa, California. The District serves approximately 10,700 students in grades TK-8. We currently have 4 middle schools and 17 elementary schools. Additional detailed information about the District may be found at www.lmsvschools.org.

3. Critical Date

Proposal Due Date: It is mandatory that proposals in response to this RFP shall be submitted **SEALED**, no later than **February 18, 2025 at 2:00 p.m.**

4. Schedule of Events

Proposers interested in submitting responses to this RFP should do so according to the following schedule. A proposer may be disqualified from further consideration for failing to adhere to the dates and times specified below. All times referred to in this RFP are Pacific Standard Time (PST).

EVENT	DATE, TIME
Release of RFP	January 22 & January 29, 2025
Deadline for Questions	February 5, 2025, 12:00 p.m. (PST)
Deadline for Addendums	February 11, 2025, 4:00 p.m. (PST)
Proposal Due Date and Time	February 18, 2025, 2:00 p.m. (PST)
Oral Presentation/Interviews (if scheduled by District)	Week of February 24, 2025
Recommendation of Award to Board of Trustees	March 11, 2025

Note: The above dates and times are subject to change at the option of the District.

5. Compliance with Laws

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

GENERAL INSTRUCTION

6. Submittal Response

The respondent shall submit **one (1) original and one (1) electronic copy (USB flash drive) before 2:00 p.m. (local time), February 18, 2025, to:**

**La Mesa-Spring Valley Schools
Purchasing Department
4750 Date Avenue
La Mesa, CA 91942**

Proposals received after **2:00 p.m., February 18, 2025**, will be rejected by the District and returned without review. The District shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the respondent.

Faxed and/or Emailed Proposals will not be accepted.

All proposals shall be enclosed in a sealed package(s) plainly marked with the words:

“Proposal for RFP 24/25-003 Financial Advisory Services”

Submitted proposals must include the District’s Request for Proposal package, along with the Proposal and Agreement forms and Pricing Sections. The signature of all individuals must be in long hand. The completed documents(s) should be without interlineations, alterations, or erasures.

All Proposals shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 60 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by the consent of the District.

7. Questions from Respondents

Questions or comments regarding this RFP must be in writing and received no later than **12:00 p.m. (local time) on February 5, 2025**. Any written or called in questions submitted after the deadline, will not be answered. Any questions relative to the proposal shall be directed, in writing, to Monica Putzbach, Purchasing Manager at monica.putzbach@lmsvschools.org.

Subject Line: Financial Advisory Services RFP 24/25-003 Questions

8. RFP Addenda/Clarification

If it becomes necessary for the District to revise any part of this RFP, or to provide clarification or additional information after the response documents are released, a written addendum will be posted on the District website. The District shall not be held liable for oral representations made by its officers, employees or agents. It shall be the responsibility of the respondents to check the District website or to inquire of the District as to any addenda issued. This may be done by emailing the Purchasing Manager at monica.putzbach@lmsvschools.org prior to the proposal-submittal deadline. All addenda issued shall become part of the RFP. In addition, responses to written questions received will be incorporated in an RFP addendum. **Proposers shall not contact any other employee, officer or representative of the District regarding this proposal.**

9. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the responder in: (1) preparing its response to this RFP; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFP, including a possible contract; or (4) engaging in any other activity prior to the effective date of contract award and subsequent Notice to Proceed, if any, resulting from this RFP. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

10. No Commitment to Award

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 proposal opening for its own convenience, to accept or reject any or all proposals received to this RFP, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFP. Decisions to award contract(s) as a result of this RFP are final and without appeal.

11. Joint Offers

Where two or more respondents desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

12. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the respondent. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," and incorporated in the Appendix section of the proposal.

13. Confidential Information

It is understood that proposals made in response to the RFP may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the Consultant’s competitive position or that would constitute a trade secret. To protect this data from disclosure, the Consultant 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.

14. Notice

The data on pages of this proposal, 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 Consultant’s competitive position. The Consultant 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.

15. Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in rejection of all proposals submitted by the Proposer.

16. Withdrawal of Statement of Qualifications

The Consultant or team may withdraw his/her RFP at any time prior to the specified time for receipt of RFP by delivering a written request signed by an authorized officer of the Consultant's organization to the attention of **Monica Putzbach, Purchasing Manager**.

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. **Withdrawal or modification offered in any other manner will not be considered.**

17. District's Representative

District's representative: Tina Douglas
Assistant Superintendent, Business Services
La Mesa-Spring Valley Schools
4750 Date Avenue
La Mesa, CA 91942

RESPONSE FORMAT AND CONTENT

18. Presentation

No proposal shall receive consideration by the District unless made in accordance with the instructions detailed herein. The proposal must be in black ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

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.

19. Proposer Identification

Each proposal must state the full business address of the proposer and must be signed by the proposer with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A proposer's failure to properly sign required forms may result in rejection of proposal.

20. Response Content

The following format has been prepared as the guide for the development of the proposal in response to the RFP. Responses should address each item thoroughly and follow this format. Comments should be specific and generalized discussions should be avoided. Proposals 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.

20.1 Executive Summary (Limit: 2 Pages)

The executive summary shall be addressed to Monica Putzbach, Purchasing Manager, and 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:

- 20.1.1 Legal name of the firm.
- 20.1.2 State whether the firm is local, national, or international
- 20.1.3 Type of firm (individual, corporation, etc.).
- 20.1.4 Provide a brief description of your firm, including number of years in business.
- 20.1.5 Number of employees located in Southern California Counties (San Diego, Orange, Los Angeles, Riverside, San Bernardino, etc.).
- 20.1.6 Date firm established.
- 20.1.7 California Business License Number.
- 20.1.8 Tax Identification Number.
- 20.1.9 Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal.

- 20.1.10 If submitting as a team, note which team member (company) is the prime consultant or if it will be a prime sub-consultant(s) contractual relationship.
- 20.1.11 Certify that you are registered with the SEC and MSRB as required by Dodd-Frank Act.

20.2 Table of Contents (Limit: 1 Page)

- 20.2.1 Table of Contents is to be included in the RFP and is to be no more than one (1) page.

20.3 Experience and Project Team Summary Proposed Staffing (Limit: 4 Pages)

In this section please discuss the staff of proposing firm who would be assigned to work with the District.

- 20.3.1 Describe your firm in terms of number of years in business and experience with Financial Advisory Services similar to that contemplated in this RFP.
- 20.3.2 Describe briefly the services to be provided by your firm.
- 20.3.3 Identify persons that will be principally responsible for working with the District. Include short resumes for each designated individual. Indicate the role and responsibility of each individual. This also includes sub-consultants. Specifically discuss the team's background, experience, and training in executing the scope of services of this size and scope specified herein.
- 20.3.4 Describe your firm's philosophy on the challenges facing California school districts and potential solutions/approaches to mitigating adverse impacts.

20.4 Structure Ideas and Credit Agency(ies) Strategy (Limit: 10 Pages)

- 20.4.1 Describe short and long-term financing structure ideas that your firm can assist with to reduce the cost of borrowings for the District and/or its taxpayers.
- 20.4.2 The District is planning for a general obligation bond in 2026. Please describe potential structuring ideas.
- 20.4.3 What makes your firm unique in its ability to execute on the bond

programs and the approaches noted above?

20.4.4 How can your firm assist with a credit agency rating strategy to address the District's current financial position?

20.4.5 Please describe your approach on the number of credit ratings needed to best market the district's bonds

20.5 References (Limit: 5 Pages)

20.5.1 Please provide at least five recent (within the last five years) districts for whom your firm has provided services similar to what is being requested in this RFP. Referenced school Districts should be similar in size to La Mesa-Spring Valley Schools (Do not use LMSVSD as a reference). Please include the following information below:

- Year(s): i.e. 2020
- Institution/Entity: i.e. XYZ USD
- Contact Person: i.e. Smith, John
- Title: i.e. Chief Financial Officer
- Contact Phone Number: i.e. (619) 555-5555
- E-mail address i.e. J.Smith@acme.com
- Dollar Value of Transactions: i.e. \$50,000.00
- Brief scope of work provided and dates provided

20.5.1 Please demonstrate your firm's experience in providing financial advisory services to medium sized suburban school districts.

20.5.2 Please demonstrate your firm's experience in financing projects and improvements supported by various revenue sources including general obligation bonds.

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

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

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

20.6 Rationale for Selection (Limit: 1 page)

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

20.7 Project Plan (Limit: 1 page)

Proposer should submit as a part of their proposal, a proposed project plan, including schedule and key milestones, describing how they will perform the work required by this contract. Also make use of the section to propose your plan for implementation of the contract.

20.8 Litigation/Disputes/ Disciplinary Action (Limit: 1 Page)

Provide 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, 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:

20.8.1 If any regulatory agency has taken disciplinary action against firm or consultant team members in Statement of Qualification,

20.8.2 If the firm has even been convicted of a federal or state crime of fraud, theft or other act of dishonesty,

20.8.3 If the firm has ever been convicted for a crime involving any federal, state, or local law related to construction,

20.8.4 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,

- 20.8.5 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,
- 20.8.6 If any insurance carrier in the last five (5) year, 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.
- 20.8.7 Failure to enter into a contract or professional services agreement once selected.
- 20.8.8 Withdrawal of a proposal as a result of an error.
- 20.8.9 Termination or failure to complete a contract.
- 20.8.10 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.
- 20.8.11 Knowing concealment of any deficiency in the performance of a prior contract.
- 20.8.12 Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- 20.8.13 Willful disregard for applicable rules, laws or regulations.

20.9 Insurance (Limit: 1 Page – Not Including Supporting Documentation)

Firms are to provide a letter from their insurance company indicating ability to provide insurance. Insurance requirements include the following:

- 20.9.1 Consultant shall, at all times during the term of this Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, combined single limit, against any personal injury,

death, loss or damage resulting from the wrongful or negligent acts by the Consultant. Said policy or policies shall be issued by an insurer rated in A. M. Best's Insurance Guide with a rating of at least A.

20.9.2 Consultant shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of \$1,000,000 covering "Any Auto" utilized by Consultant in performing its services hereunder.

20.9.3 Consultant agrees to maintain in force, at all times, during the performance of work under this Agreement, Worker's Compensation Insurance as required by law of the State of California.

20.9.4 Consultant agrees to maintain in full force and effect during the performance of work under this Agreement, Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Further, if such insurance is on a claims made basis, Consultant agrees to maintain in full force and affect such insurance for one year after the performance of work under this Agreement, including warranty periods, is completed.

20.9.5 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without ten (10) days prior written notice to the District. Consultant agrees that it will not cancel or reduce said insurance coverage.

20.9.6 Consultant 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 take out necessary insurance and pay, at consultant's expense, the premium thereon.

20.9.7 At all times during the term of this Agreement, Consultant shall maintain on file with the District a certificate of insurance,

showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the Worker's Compensation and professional liability policies), providing that the policies cannot be canceled or reduced, except on ten (10) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this Agreement. Consultant shall promptly file with the District such certificate or certificates.

20.9.8 The insurance provided by Consultant shall be primary to any coverage available to District. The insurance policies (other than Worker's Compensation) shall include provisions for waiver of subrogation.

20.10 Indemnification

Consultant shall indemnify, pay for the defense of, and hold harmless District and its officers and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Consultant shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless District of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

FEE PROPOSAL

21. Fee Proposal (Limit: 1 Page)

Provide your firm's fees for the issuance of General Obligation Bonds, Certificates of

Participation, Tax and Revenue Anticipation Notes, Refunding Issuances, and Bond Anticipation Notes. Further, identify consultant fees, if any, for services the District may require for municipal financing not directly related to the issuance of bonds/note. If there are to be changes for reimbursable expenses, please list all charges to be considered reimbursable and provide not to exceed amounts for said expenses. Consultant shall complete Attachment E – Fee Proposal.

MISCELLANEOUS INFORMATION

22. Appendices – Add Options (Limit: None)

Include all appendices as necessary to fulfill requirement for the RFP.

23. Packet Submission

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

23.1 Name of Proposer

23.2 Name of the RFP firm is submitting for

RESPONSE EVALUATION AND SELECTION PROCESS

24. Evaluation Criteria

La Mesa-Spring Valley Schools 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. 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 proposer(s) will include the following evaluation and point assignment/rating criteria:

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
Experience – The District will consider and rate the proposer’s experience in previously performed financial advisory services of this nature, size and Scope for California public school districts.	35 Points Maximum
Cost/Pricing – The District will consider and rate all costs submitted by proposal.	30 Points Maximum
Qualifications of the Staff - The District will consider and rate stability, qualification, and depth of knowledge of proposer’s staff.	20 Points Maximum
Proposer’s Rational for Selection – The District will consider and rate the proposer’s written narrative.	10 Points Maximum
Responsiveness of the Proposal – The District will consider how clearly the proposal has stated an understanding of the work to be performed.	5 Points Maximum
Possible Points	100 Points
Oral Presentation/Interviews (If Oral Presentations/Interviews are scheduled)	100 Points
Final Adjusted Points (If Oral Presentations/Interviews are scheduled)	200 Points Total

24.1 Oral Presentation/Interview

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

25. Contract Type

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price administrative cost, associated with providing the products and services listed herein and offered by proposer.

26. Contractual Arrangements

The contract will be for a three-year period, renewable for two additional one-year periods.

27. Contract Award

It is the intent of the District to award one contract as the result of this RFP, after creating a short list of consultants to provide services. However, the District reserves the right to apportion the requirements of this RFP among multiple Consultants 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 Board of Trustees. No minimum amount of work is guaranteed.

GENERAL PROVISIONS

28. Proposal Withdrawal

Proposals may be withdrawn by the proposer prior to the time fixed for the opening of RFPs, but may not be withdrawn for a period of thirty (30) days after the date set for submittal of proposals. The successful proposer(s) 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.

29. Rejection of Proposals

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

30. 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. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

31. 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. Any addenda or bulletins issued during the time of the RFP process shall form a part of the drawings and specifications issued to proposers for the preparation of their proposals and

shall constitute a part of the contract documents.

32. Billing

Specify any prompt payment discount: /Net 30 days / ____% ____Days

Discounts will not be considered when evaluating the proposal.

33. Invoicing

Proposer shall issue separate invoices on a monthly basis for all services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

La Mesa-Spring Valley Schools
Accounts Payable
4750 Date Avenue
La Mesa, CA 91942

Each invoice must reference **RFP 24/25-003** and the assigned, applicable invoice number. Invoices for the District's portion shall be processed for payment once a month.

34. 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 proposer, 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 proposer, both parties agree to arbitration by an impartial third party. The contracted proposer shall not disrupt long distance service to the District for such issues pending resolution.

35. 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 school districts.

36. Proposal Negotiations

A submittal containing terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive.

37. Independent Price Determination

By submission of a proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.

- 37.1 Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other proposer or to any competitor.
- 37.2 No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that he/she:

- 37.3 Is the person in the Proposer’s organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.
- 37.4 Is not the person in the Proposer’s organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify the terms stated in the Independent Price Determination section. If these terms have

been modified or deleted, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

38. Extra, Additional or Omitted Work Payment

The Board of Trustees may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition or omission shall be specified in writing and the cost agreed upon between the governing board and the Proposer. This may be done without the formality of securing proposals, if the increase so agreed upon does not exceed the greatest of ten percent (10%) of the original contract price of the amount authorized by law.

39. Assignment

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

40. 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 Proposer 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.

41. Governing Law and Venue

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

42. Gratuities

Proposers shall not provide, offer, imply, or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

43. Default

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Proposer should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his sub-proposers should violate any of the provisions of this contract, the District may serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

44. Proposer Conduct

The Proposer agrees to inform the District of all the Proposer's interests, if any, which are or which the Proposer believes to be incompatible with the interests of the District.

The Proposer shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Proposer is doing business or proposing to do business, in accomplishing the work under the contract.

The Proposer shall not use for personal gain or make improper use of privileged information which is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical; personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of proposers or subcontractors in advance of official announcement.

The Proposer or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to District employees.

45. Right to Acquire Services

Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent services from other sources when deemed to be in the District's best interest.

46. Board of Trustees Approval

Award is subject to the acceptance by the La Mesa-Spring Valley School District Board of Trustees at a regularly scheduled meeting.

The rest of this page intentionally left blank.

Exhibit A – Description of Services

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

Specific Services:

Background

The La Mesa-Spring Valley District office is located in La Mesa, California. The District serves approximately 10,700 students in grades TK-8. We currently have 4 middle schools and 17 elementary schools. Additional detailed information about the District may be found at www.lmsvschools.org.

Scope of Work

1. Devise and recommend to the District a financing plan for obligations to be issued, including maturity schedules and other terms and conditions.
2. Recommend the form, timing, and method of sale of the issue.
3. Assist in evaluating underwriting proposals and selecting underwriting teams, including the development of a Request for Proposal, if necessary.
4. Prepare information for rating agency presentation, schedule and assist in the presentations, and act as a liaison with agencies, providing information needed.
5. Advise the District concerning the need for credit enhancement and assist in the procurement and negotiation of related agreements.
6. Prepare and distribute the preliminary and final Official Statements to provide to the financial market with timely and accurate information about the district and any bond issues. Assist in the closing of the transactions(s).
7. Work cooperatively with and coordinate the work of District's Bond Counsel, Disclosure Counsel, and Underwriter(s) in connection with issuance of short and long-term financial issuances.
8. Coordinate bond sale bid openings or electronic bid varication and recommend acceptance or rejection of bids. Evaluate bids relative to the market and other comparable securities.
9. Prepare bond amortization schedules at the level necessary to calculate future

debt service payments and satisfy accounting, budgetary and borrowing requirements.

10. Monitor and control fees and expenses incurred in connection with the issuance of bonds.
11. Assist in closing details and post-closing duties. Maintain debt service records on all outstanding District debt.
12. Monitor and advise the District on refunding opportunities and other financial products that would benefit the District.
13. Ensure continuing disclosure requirements are met on an annual basis, and material events notices, as necessary.
14. Provide assistance in the development of voted bond programs, including working with citizen committees.
15. Assist the District in long-range financial planning as needed.
16. Assist in evaluating outside vendors providing: arbitrage rebate, investment advisory, verification reporting, and other ancillary services.
17. Assist in other matters necessary or incidental to the issuance and administration of debt obligations.
18. Attend or ensure representation at meetings, when requested or notified, on matters concerning financing techniques and bond issues.
19. Perform such other functions normally contemplated to be within the scope of a fully qualified financial advisor.

Attachment A- Proposal Form

Monica Putzbach / Purchasing Department
La Mesa–Spring Valley School District
4750 Date Avenue
La Mesa, CA 91942

Re: Request for Proposal No. 24/25-003

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal, 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 quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal 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: _____

Telephone: _____

Attachment B - Receipt of Request for Proposal (RFP) and Addenda

Upon return of the completed RFP for Consultant Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name	Initial
1 RFP dated February 18, 2025	
2 Addendum 1 (if applicable)	
3 Addendum 2 (if applicable)	
4 Addendum 3 (if applicable)	
5 Addendum 4 (if applicable)	
6 Addendum 5 (if applicable)	
7 Addendum 6 (if applicable)	
8 Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

Signature

Date

Title

Attachment C - Non-Collusion Affidavit

(To be executed by Proposer and submitted with Proposal)

State of California)
) ss.
County of _____)

I, _____, being first duly sworn, deposes and says that the proposer is _____ of _____ the party making the attached proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____ at _____, California.

Signature of Proposer _____

Print Name and Title _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public In and for said County and State

My Commission Expires

Attachment D - Consultant Business Type

TO BE COMPLETED BY ALL CONSULTANTS AND SUB-CONSULTANTS

Consultant/Sub-consultant Name: _____

I declare under penalty of perjury that my business is (check all that applies):

- Small Business – A Small Business is one whose gross sales are less than \$1 million annually.
- Local Business – A Business headquartered in San Diego County.
- Emerging Business – An Emerging Business is one who has been business less than five years.

I started my business on _____

- Disabled Veteran-Owned Business – A Disabled Veteran-Owned Business is one that has a current certification from a California public agency. Certification must be attached.
- Other Businesses – A business, which does not meet any of the other definitions above, or for which the consultant or sub-consultant declines to state its category.

If it is determined that the information contained herein is not true and correct, it could potentially eliminate the Proposer from consideration for work on La Mesa-Spring Valley School Projects.

Consultant/Sub-consultant: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Fax Number: _____

Name, Title: _____

Signature: _____

Attachment E – Fee Proposal

1. **Billable Hours:** Firms are to indicate the title of each team member to be assigned to the project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to the issuance of any contact agreement.

Team Member Title	Hourly Billable Rate	Total Estimated Project Hours	Extended Cost
	\$		\$

Provide additional sheets if needed

2. **Other Costs:** Please indicate below any costs not specified above

Total Proposal Fee: \$ _____

(Including all billable hours and costs referenced above in Sections 1, and 2)

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 La Mesa-Spring Valley School District, and we attest to the best of our knowledge, to its accuracy.

Executed this _____ day of _____, 20____ at _____, California.

Signature of Proposer _____

Print Name and Title _____

Attachment F – Agreement

This Agreement is entered into by and between the La Mesa-Spring Valley School District, hereinafter referred to as “District”, and

hereinafter referred to as “Proposer”. In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

TERM

The term of this Agreement shall be from March 11, 2025, through March 10, 2028. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

WORK

Proposer shall perform and render all services as prescribed and required by all documents forming a part of the proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days’ written notice to Proposer. The District’s right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

COMPENSATION

Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

METHOD OF PAYMENT

Proposer will be paid upon receipt and acceptance of materials and services by purchase order. For prompt payment, billing must be accurate in all details, and invoice must be submitted to La Mesa-Spring Valley School District, Accounts Payable, 4750 Date Avenue, La Mesa, CA 91942

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in all documents forming a part of the proposal package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Proposer, by execution of the Agreement, acknowledges Proposer has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

FIRM _____

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Signature: _____

Signature _____

Name: Tina Douglas

Assistant Superintendent, Business Services

Name _____
(Print or type)

Date _____

Title _____

Board Approval _____

Date _____

Item No. _____

END OF DOCUMENT