

TOMALES  
VILLAGE



COMMUNITY  
SERVICES  
DISTRICT

# Request for Proposal

***Financial Management Services for  
Community Services District,  
a California Special District***

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**1 PURPOSE**

The Tomales Village Community Services District (TVCS D) is requesting proposals from qualified and experienced individuals or firms who can provide sound fiscal management to the TVCS D, located in Marin County, for the fiscal year ending June 30, 2015, and for 2 to 4 subsequent fiscal years. This Request For Proposal (RFP) position will be completed by private contract utilizing a transparent competitive bidding process.

The purpose of the RFP is to provide the TVCS D with the assurance that the financial management of the District facility is in substantial compliance with all local, state, and federal provisions (where applicable). An important objective is to maintain a level of high quality service to the people of this service district through appropriate documentation and workflow methodology (best practices) in the most responsible and cost effective and environmentally sustainable manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the TVCS D hereinafter referred to as the "District" and the Contractor entity is hereinafter referred to as "Contractor."

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable.

**2 BACKGROUND**

The Service District was formed in 1999 after being acquired from North Marin Water District. The primary purpose of the District is to operate and manage the wastewater treatment plant (WWTP) and the community park. The operation and maintenance of the WWTP is funded through service fees, while the capital improvements are funded through grants and low interest loans through the State Water Resources Control Board. Loans are repaid through operating funds. The operation and maintenance of the Tomales Community Park is funded entirely through donations, fundraisers, grants and Measure A funds. Capital improvements at the Park are paid for by state, federal and private grants and material and in-kind donations.

**For more information, please refer to the TVCS D website: [www.tomalescsd.ca.gov](http://www.tomalescsd.ca.gov)**

**3 PROPOSED SCHEDULE OF EVENTS**

Issue Request for Proposal	October 31, 2014
Questions or Request for Clarification due	November 17, 2014
Responses to Questions	November 24, 2014
<b>Proposal Due Date</b>	<b>December 8, 2014</b>
Short List Published	December 15, 2014
Bidder Interviews Begin	January 12, 2015
Contractor Selection	January 19, 2015

**4 SELECTION CRITERIA – SEE FORM AT APPENDIX A**

The District will evaluate proposals based on the following criteria and may "short list" for interview purposes:

1. The completeness of the proposal in response to this RFP.
2. The methodology for carrying out the tasks described in the proposal.
3. The qualifications and experience of the personnel of the successful proposer, their performance of similar work and the possession of all licenses to perform the work.
4. References.
5. Proposed fees.

6. Interview, if conducted.

The Board will rank all timely and responsive proposals. The Board may interview some or all proposers. If interviews are conducted, the proposal rankings will not be final until interviews are complete. When rankings are final, the Board or designated Board member(s) will commence negotiations with the highest ranked proposer.

After negotiating a proposed agreement that is fair and reasonable, the final agreement will be presented to the full Board for approval. The Board has final authority to approve or reject the final agreement.

By submitting a proposal, each proposer agrees to the following:

1. The District reserves the right to waive any irregularity in any proposal.
2. The District reserves the right to reject any or all proposals.
3. The District reserves the right to request additional proposals.
4. The District reserves the right to request clarification of information submitted and to request additional information from any proposer.
5. The District reserves the right to award any contract to the next most qualified proposer, if it cannot reach agreement with the first selected proposer.
6. The agreement between the successful proposer and the District will be in a form supplied or approved by the District.
7. This RFP does not constitute an offer by TVCS D to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer. A response to this RFP does not bind the District in any way.
8. The District will not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
9. Each proposal will remain valid for a period of at least 60 calendar days from the proposal due date.

## 5 SCOPE OF WORK

The Scope of Work is to provide full service financial management of the District in accordance with all provisions within this RFP. The contract term is a three to five year agreement renewable through the TVCS D competitive bidding process (posted on TVCS D website). Contractor will provide an approved person or persons as needed to deliver the required services for this contract period. The firm selected will be a California entity and all subjects working the District's financial transactions will have the appropriate qualifications. Your proposal should contain, but not be limited to the following considerations:

Eligibility – educational background and references.

Experience with government financial (GASB) and non-profit accounting.

A list of similar local government and non-profits or pertinent accounts served by you or your firm.

Your staff assignments and availability to complete the required duties on a timely basis.

- Participation of senior personnel assigned to the engagement.
- Frequency of contact with assigned accounting personnel.
- Availability of staff to respond to questions within the scope of the described duties and the hourly charge, if any, for services outside the scope of the described duties (“Non-Standard Duties”).

Stability history - what assurances can you provide the District regarding the assignment of your permanent personnel to this engagement? Describe transition plan in the event of personnel changes.

Describe capability to manage and maintain existing TVCS D accounting system.

Procedures used to transmit accounting transactions and all supporting documents along with management summaries to the General Manager.

Describe financial package to be provided for regular Board meetings, availability of assigned personnel to attend Board meetings and discuss financial results, as well as projections based on approved budget and District needs.

Include your fee proposal to conduct the required accounting function, along with your fee schedule for additional services that may be required beyond the scope of the accounting engagement. The proposal should also state that any increase in the accounting fee would be immediately disclosed to the TVCS D Board of Directors. This disclosure should include an estimation of the increased fees and the reason for the increase.

Estimated number of hours to complete the requested accounting duties by classification of you and your employees, i.e. partners, senior, junior.

Detail of expenses expected to be incurred, i.e. mileage, per diem, telephone, etc.

Accounting personnel will produce monthly statements to be included in monthly TVCS D Board packet, annual budget documents (as necessary), and provide financial input and analysis into the annual report.

## **5.1 COMMUNICATIONS**

### **5.1.1 REPORTING**

Contractor will maintain staffing and procedures necessary to insure timely professional communications with the District.

### **5.1.2 DOCUMENT FORWARDING**

Both District and Contractor will immediately forward to each other any document or information received which concerns the operations, management and maintenance of the Facility.

### **5.1.3 CUSTOMERS**

Contractor will develop and provide a work request tracking system to document calls from District customers. The system will include a method for action tracking and reporting.

### **5.1.4 REGULATORS**

Contractor shall provide written and oral communications with regulatory agencies concerning the financial management of the Facilities.

### **5.1.5 DISTRICT**

Contractor will provide copies to the District of written communications with regulatory agencies and report substantive conversations or communications that affect the District. At least monthly the Contractor will attend a Board of Directors meeting and present financial management report.

### **5.1.6 CONTRACTOR RESPONSIBILITIES**

- Cooperation - Contractor will cooperate with the District's General Manager, engineers, attorneys, sub-contractors or others engaged by the District to ensure that financial transactions are complete and accurate. Non-Schedule Work may apply where appropriate.
- Professionalism - Contractor will conduct business in the highest professional manner and conduct themselves appropriately when dealing with District customers, regulators, citizens at large, politicians or others while conducting business on behalf of the District.

## 5.2 DISTRICT FINANCIAL MANAGEMENT:

### 5.2.1 CONTRACTOR'S REPRESENTATIVE

Contractor will designate an Engagement Manager as a main point of contact to conduct the business of the Contractor.

### 5.2.2 SCOPE OF DUTIES

The Engagement Manager, or his designee, will have responsibility for managing the Contractor's activities under these Specifications.

### 5.2.3 NATURE OF SERVICES REQUIRED

Fiscal period will be July 1, 2014 through June 30, 2015. 2 to 4 additional years may be proposed, priced accordingly.

#### 5.2.3.1 Reporting

Reports, exhibits, and schedules required monthly, quarterly and annually in accordance with Government Accounting Standards Board (GASB):

- Income Statement
- Balance Sheet
- Schedule of cash
- Budget Variance Analysis
- Statements of changes in financial position
- Notes of financial statement
- Supporting documents
- Other Duties (to support accurate and timely fiscal management):
  - Act as District Treasurer
  - Reconcile general ledger accounts
  - Enter and pay bills approved by General Manager
  - Bill Customers including SUSD annual billing
  - Research and advise Board on deposit institutions and investment opportunities
  - Maintain separate accounting procedures for Park and Sewer
  - Maintain separate account for Measure A funds
  - File annual financials with County, State, and Bonding Agency
  - Execute TVCS D loan and investment polices approved by Board of Directors.

#### 3. Required Meetings:

- TVCS D Board of Directors meets a minimum of 10 times per year on the second Wednesday of each month, depending on workload.
- Annual budget and strategy meetings, as necessary.
- Audit support – interface with Board approved auditor to provide input for the annual audit, as necessary.

#### 4. Description of Entity and Records:

- Non-profit entity. California Community Services District under Government Code 61000.
- General ledger, fixed assets ledger, accounts receivable, general journal, accounts payable.

#### 5. Available Manuals and Information Sources:

- Minutes of the board meetings of the District.
- Accounting function work description of Fiscal Manager.
- Current policy documents.

6. Details of fixed assets are maintained. Fixed assets are based on cost when available otherwise on estimates authorized by the Board of Directors. The fixed assets ledger was constructed with historical information by the current contracted General Manager during prior accounting periods.
7. Available for Examination:
  - 5 Year Strategic Plan
  - Prior Audit Reports.
  - Prior fiscal year financial statements and supporting documents.
  - Budgets – current and prior year. Budget is maintained and is available for examination.
8. Staff members will be available to pull and reproduce documents. Legal counsel will be made available with prior Board approval.
9. Work areas will be provided by the District at offices located in Tomales with financial records on the premises.
10. Reporting Requirements:

The reports will be addressed to the Board of Directors and will contain items listed in item #2. All accounting must be performed in accordance with Government Accounting Standards Board (GASB) and include a statement of opinion as to whether the statements conform to GASB.

- A monthly management summary report will be required to accompany the financial statements. It should contain a discussion of accounting results and recommendations affecting financial systems and statements, internal control, legality of actions, other instances of non-compliance with laws and GASB, and any other material matters.

11. Time Requirements

- Proposals will be delivered to the District office per timetable outlined in Section 3 not later than 4 p.m.
- If presentations of possible finalists are necessary, no one with personal bias will interview proposers.
- The Board of Directors has made no decision as to the date of the award of the accounting services. All proposers will be notified of the Board action in a timely manner.
- Once a contract has been signed, work may begin immediately to transition the accounting tasks in a progressive manner with costs to be billed to the District as the charges generated by the Contractor in accordance with the original agreement.
- Preliminary work to review accounts can begin immediately.
- The accounting transition will be completed within 60 days from contract execution.

**5.2.4 AVAILABILITY**

The Engagement Manager will be available to consult with District staff during normal business hours.

**5.3 NON-STANDARD DUTIES**

This section is intended to provide a mechanism to equitably manage changes in District financial management that is considered to be beyond the normal scope of work.

### 5.3.1 NON-SCHEDULED WORK

Non-Scheduled Work will be billed in accordance with these Specifications in accordance with current Schedule of Rates. Non-Scheduled Work will be invoiced at the end of the month in which the work was performed. At the Contractors option, small specific project billing may be accumulated, or held, for a few months until a single invoice can be prepared. (Note: Non-Scheduled Work is a sole source mechanism for the District to utilize when sending out Requests for Proposals “RFPs” and obtaining multiple bids or proposals is unwarranted or uneconomical.)

Project Bids - Occasionally the District and Contractor may wish to prepare a separate contract outside the scope of these Specifications for Non-Scheduled Work. Upon receipt of a Request for Proposal (RFP) from District, Contractor may, or may not, submit a bid. In the case where a bid is submitted and accepted by the District, the terms of the bid will be exclusively those contained in the bid and will not automatically adopt these Specifications unless specified in writing otherwise. This provision is utilized most often when projects arise outside the Contractor’s scope and the District desires to receive multiple bids or proposals.

### 5.3.2 DISTRICT INITIATED WORK

When authorized by the District, Contractor may perform work outside the scope of these specifications as Non-Scheduled Work.

### 5.3.3 EMERGENCIES

In the event of an emergency situation, Contractor shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work. In the event the Contractor cannot reach the District, Contractor is authorized to make reasonable and necessary expenditures to alleviate the emergency condition. In the event such expenditures were made, Contractor shall notify the District the next normal work day and provide a written report to the District as soon as practical.

### 5.3.4 NEW CONSTRUCTION

When requested by the District, Contractor will undertake the financial management of new or modified projects as Non-Scheduled Work. Within eighteen months Contractor will amend its agreement with the District to reflect the costs of the new or modified projects.

### 5.3.5 WORK BY OTHERS

District may have work done by others that impacts Contractor. Work performed by Contractor necessary to coordinate with others will be billed to District as Non-Scheduled Work.

## 5.4 INSURANCE

### 5.4.1 CONTRACTOR’S INSURANCE

Contractor will maintain and keep in full force the insurances listed in this section. Additionally, the Contractor will name the District as additional insured. Contractor will provide Certificates of Insurance to the District.

- Workers Compensation Insurance - Statutory amounts in compliance with state laws.
- Commercial General Liability and Automobile: \$1,000,000 per occurrence.
- Professional Liability Insurance: \$1,000,000 per occurrence.

All questions and correspondence should be directed to

**Bill Bonini, Board President, Tomales Village Community Services District**  
**P.O. Box 92, Tomales, CA 94971**  
**Email: <mailto:wmabonini@yahoo.com>**  
**Phone: (707) 878-2271**

## TVCS D Request For Proposal:

Financial Management Services for Community  
Services District

Contact with TVCS D personnel other than Bill Bonini regarding this RFP may be grounds for elimination from the selection process.

We will look forward to receiving your proposals.