

**REQUEST FOR QUALIFICATIONS &  
REQUEST FOR PROPOSALS (RFQ/RFP)  
FOR CONSULTING SERVICES:**

**Feasibility Study for The Center Property**

**Issued by:**



**Proposals due by:  
January 24, 2025, 4 p.m.**

*Proposal Contact:*

Rick Smith  
Senior Management Analyst  
Phone: 916-842-3323  
E-mail: [rsmith@cordovarpd.gov](mailto:rsmith@cordovarpd.gov)

Request Issued: Thursday, November 21, 2024



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## ATTACHMENTS

Attachment A - Insurance Requirements

## **REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSALS NOTICE**

NOTICE IS HEREBY GIVEN that sealed proposals are invited by the Cordova Recreation & Park District located in Sacramento County, CA to provide qualifications and a proposal for a:

### **Feasibility Study for The Center Property**

The Cordova Recreation & Park District (CRPD) is requesting qualifications and proposals from consulting firms to prepare a comprehensive feasibility study for constructing park facilities at The Center Property while mitigating environmental concerns of the site. CRPD recently completed our Optimized Plan (Master Plan) that identified the Center Property as an opportunity site and provides recommendations for site facilities based on community outreach. The Optimized Plan identified a funding gap and that a bond is necessary to fund District-wide recommendations including development of the Center Property. It can be found here <https://cordovarpd.gov/optimizedplan/>. The feasibility study requires a consultant with expertise in park and recreation facility planning, community outreach, recreation program assessment, financial analysis, cost estimating, and environmental mitigation. The results of this feasibility study will contribute to data needed to prepare for a bond by providing recommended programming and costs to develop the Center Property. The Consultant will be required to assist in outreach in achieving community support which may require public vote for achieving the recommended goal(s). The Consultant will develop a work plan using the scope of work in the Request for Qualifications & Request for Proposal (RFQ/RFP). The RFQ/RFP can be obtained on the CRPD website: [RFPs/RFQs - Cordova Recreation and Park District \(cordovarpd.gov\)](#). Addenda for this RFQ/RFP will be published on the CRPD website: [RFPs/RFQs - Cordova Recreation and Park District \(cordovarpd.gov\)](#). Proposers are required to obtain addenda, and acknowledge they are included in the submittal.

All submittals and questions should be directed to:

**Cordova Recreation & Park District**

**Attn: Rick Smith, Senior Management Analyst**

**11070 White Rock Road, Suite 130**

**Rancho Cordova, CA 95670**

**916-842-3323, [rsmith@cordovarpd.gov](mailto:rsmith@cordovarpd.gov)**

***Qualifications and Proposals must be submitted by 4 p.m. PST, Friday, January 24, 2025.***

A selection committee will examine, evaluate, and rank proposals based on qualifications. The highest ranked proposers may be invited for interview. CRPD staff intends to make a recommendation for award of an Agreement to the CRPD Board of Directors at a meeting within 90 - 120 days after the final date for proposal acceptance. CRPD reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the final date of proposal acceptance or award for good cause. CRPD hereby notifies all proposers that it will affirmatively ensure that any Agreement entered into pursuant to this proposal, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award.

For more information about DBE's visit: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

The successful proposing firm must ensure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and shall comply with the Americans with Disabilities Act. Submittals shall be in accordance with the requirements set forth in the proposal documents. Submission of a proposal shall constitute a firm offer to the CRPD. During the evaluation, solicitation and bid information are kept confidential. Once bids are opened, evaluated, and awarded, they become public records available to anyone requesting to review the file, per the Public Records Act, Government Code Section 6250.

Patrick Larkin, General Manager  
Cordova Recreation & Park District

Issued November 21, 2024. Advertisement dates: November 21 and 28, 2024.

RFQ/RFP – Feasibility Study for The Center Property, Cordova Recreation & Park District

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## **1.0 INTRODUCTION**

Cordova Recreation & Park District (CRPD) is requesting comprehensive feasibility study for the development of The Center Property.

The Center Property is 73 acres of undeveloped land currently managed by CRPD. It is located in the geographic center of CRPD's boundaries at the intersection of Sunrise Boulevard and Douglas Road in the City of Rancho Cordova. This property is the site of the former Cordova Shooting Center deeded to CRPD by the federal government. CRPD is requesting options for redeveloping this property into a community park that hosts recreation facilities and amenities. The deed from the federal government restricts land use of the Center Property to public park and recreation uses and requires the National Park Service to approve future plans for repurposing the property.

Consultants providing the best professional services proposals to address the RFQ/RFP scope of work will be invited to an interview. Thereafter, negotiations will proceed with the top-ranked Consultant. The Consultant fee is to be provided in a sealed envelope and will not be opened until the top-ranked Consultant has been determined by a selection committee.

## **2.0 CLIENT PROFILE**

### **2.1 Cordova Recreation & Park District (CRPD)**

The Cordova Recreation & Park District (CRPD) is one of the largest independent special districts in Northern California serving over 133,000 residents and four school districts in the greater Sacramento area. CRPD serves the park and recreation needs of residents in the City of Rancho Cordova (City), the communities of Gold River, Larchmont, Mather, Riviera East, Rosemont, and additional unincorporated portions of Sacramento County (County). Over the next several decades, the CRPD is expected to double the number of parks/facilities and new residents.

CRPD is a leading public agency with multiple regional and state awards in facility design and park planning and recreation programming. CRPD provides youth & adult sports, camps, enrichment classes, educational programs, and special events for the community. CRPD oversees 49 parks, manages over 600 acres of urban and open space, three recreational facilities, a sports complex, two community pools, and a full-service 18-hole golf course. CRPD employs 73 full-time staff and approximately 50 FTE part-time/seasonal staff. The 2024-25 budget anticipates \$24 million in resources and revenue with expenditures of \$10.3 million in labor, taxes, and benefits; \$8.4 million in services and supplies; \$5.4 million in capital outlay; \$853,000 in debt service and \$113,000 in commodities and resale. The CRPD collects revenue from six Community Facility Districts (CFD's) and two Lighting & Landscape Districts (L&L's). Park Development Impact fees are collected by the land authorities (City of Rancho Cordova and Sacramento County) and passed through to the CRPD.

### **2.2 Land Authorities and Special Districts in the CRPD boundary**

CRPD boundaries include jurisdiction in two land authorities (the City of Rancho Cordova and Sacramento County) and several special districts. The entire City of Rancho Cordova is in the middle of the CRPD boundaries. The eastern side of the City, south of Highway 50, is anticipated to grow by approximately 100,000 residents. To the east and west of the City limits, there are unincorporated Sacramento County areas. The unincorporated Sacramento County areas on the west side of the CRPD include the communities of Rosemont, Riviera East, Butterfield, Mather and Sacramento County's Mather Regional Airport. The southwest portion of the CRPD includes four major future land developments in various stages of approvals. The Newbridge, South Mather, Jackson Township and West Jackson Highway developments will bring approximately 51,000 new residents. The unincorporated areas to the east include the community of Gold River, commercial development along Folsom Boulevard and undeveloped areas mostly belonging to Aerojet-Rocketdyne. Developments in the Aerojet-Rocketdyne ownership area known as Glenborough and Easton have been approved by Sacramento County.

The CRPD works with four school districts: Folsom Cordova Unified School District, Elk Grove Unified School District, Sacramento City Unified School District and San Juan Unified School District.

There are several utility districts in CRPD's boundaries: three water districts, two drainage authorities, one sewer district and two electric/natural gas districts.

CRPD prides itself on developing relationships and establishing partnerships solidified as needed with agreements and memorandums of understanding.

### **3.0 KEY CONSIDERATIONS**

The comprehensive feasibility study needs to include the total scope and cost in developing the site while mitigating environmental concerns. Inflation factors will need to be built-in to allow CRPD time to secure community support and consent for future bonds to fund the improvements.

The Consultant will be tasked to assist in marketing the recommendations to the public, the CRPD Board of Directors, and potential bond investors. Participation in public and Board meetings during this process will also be required.

### **4.0 DELIVERABLES**

The Center Property will require that the consultant employ an environmental consultant to conduct an environmental site assessment Phase I and II of The Center Property regarding its previous use as a shooting center with a firm with expertise in firing range clean-up. The estimated costs for the Phase 1 and Phase 2 assessment need to be detailed in the proposal. That environmental evaluations will be necessary to determine what the potential uses of The Center Property can be. The total estimated cost of the development of The Center Property will need to include the cost of subsequent environmental mitigation and development. CRPD intends to pursue grants to offset the cost of this feasibility study, the environmental evaluations, and the mitigation costs. See below in reference documents for a staff presentation done in 2017 on the Shooting Center.

### **5.0 REFERENCE DOCUMENTS**

CRPD is providing various reference documents the Consultant can utilize during the proposal submittal process. Where possible, the Consultant should utilize, not re-create, Reference Documents in the Feasibility Study.

#### ***CRPD Reference Documents available on-line include:***

- CRPD's Mission & Vision:  
<https://cordovarpd.gov/us-mission-vision/>
- CRPD Optimized Plan  
<https://cordovarpd.gov/resources-and-information/plans-studies/>
- CRPD Shooting Center Site Preliminary Analysis  
[Staff Presentation on Cordova Shooting Center May 2017](#)
- CRPD Digital Recreation Guide:  
[Cordova Recreation and Park District \(cordovarpd.gov\)](https://cordovarpd.gov/cordova-recreation-and-park-district)
- Design & Construction Standards Manual, January 2021, by CRPD staff:  
[Design & Construction Standards Manual 2021 \(cordovarpd.gov\)](#)
- Final Budget Books for Fiscal Years 2017 - 2024:  
[Budget & Finance - Cordova Recreation and Park District \(cordovarpd.gov\)](#)
- Assessment District Annual Reports:  
[Budget & Finance - Cordova Recreation and Park District \(cordovarpd.gov\)](#)
- Prior Environmental Assessment  
[2014 Environmental Assessment of the Shooting Center](#)  
Sample Programming Statement  
[Programming Statement Example](#)

Reference Documents not available on-line will be made available electronically upon request. To request a link to the documents below, contact Rick Smith ([rsmith@cordovarpd.gov](mailto:rsmith@cordovarpd.gov)) or by phone at 916-842-3323.

***Additional CRPD Reference Documents available electronically upon request include:***

- CRPD Map with existing and future parks
- Map of Development Areas within CRPD
- Map of Projected District (CRPD) Population Growth

**6.0 SCOPE OF WORK**

Tasks identified below are a starting point for the work to be accomplished in the feasibility study. The Consultant should confirm or modify tasks as necessary to address RFQ/RFP goals while determining the best sequences for tasks. The Consultant proposal should identify specific deliverables for each task.

**Part One - Environmental Evaluation**

Engage with an environmental consultant to do a Phase I and Phase II to determine extent of clean up necessary on the site and determine what uses are permitted and in what areas. Collaborate in the development of a remediation plan that optimizes new development options and remediation efforts; for example, capping contaminated areas with pavement or building slabs may be the most cost-effective method for remediation, identify agencies and the required process to obtain approvals to move forward with remediation and development of the property. Obtain a cost estimate and timeline for the necessary remediation.

Consultant shall make recommendations about renewable energy and incorporating energy efficiency measures. Determine and describe local climate adaptation/mitigation capacity and resilience to protect residents and community investments.

**Part Two - Community Workshops, Stakeholder Outreach and Programming**

Part Two includes conducting stakeholder outreach, community meetings, and preparing visuals for the meetings including site analysis and conceptual plans. The Consultant will be responsible for leading two public meetings in addition to gathering, evaluating, and consolidating community input. All options presented to the public must be within the available project budget. The Consultant will work with CRPD staff to produce a programming document that incorporates the current District-wide planning efforts, service gaps, and community input. The Consultant will then create a concept plan and present the plan to the CRPD Board for approval.

First Community Meeting: Public Community Outreach - This meeting shall include information about the site and potential amenities described in CRPD's Optimized Plan tempered with a discussion about the available funding gap identified in the Optimized Plan and the realities of funding available from new development as provided for in CRPD nexus studies. No concepts will be shown as the first meeting is more of a "listening session", although image boards of potential amenity options may be presented as a method for gathering input. It is also an opportunity to educate the public on the CRPD's planning process. To further this plan, the Consultant will need to be prepared to include hybrid meeting options, on-line survey opportunities, etc. to maximize public comment. On-going input received by CRPD will be forwarded to the Consultant for their consideration.

Programming Statement - The programming statement is the first step in designing any large community park site. This document should include a description of the goals, objectives and necessary metrics for the park site. The Consultant will work with CRPD staff to craft this document after the first outreach meeting. An example of a programming statement is included in the reference documents.

Second Community Meeting - The goal of the 2nd public meeting is to present a limited number of alternative conceptual designs and/or amenity options that are a direct result of the programming statement and outreach information gathered from the public. The Consultant shall be prepared to show examples of proposed design features and offer suggestions. The Consultant shall be responsible for producing and

distributing all necessary materials. The consultant in partnership with CRPD staff will consider comments made by the public and stakeholders for the selection of a preferred alternative, or combination of alternatives, based on feedback gathered at the meeting.

The Consultant will be responsible for agendas and all handouts and/or exhibits necessary to conduct the meeting. All documentation of the meeting including keeping an accurate sign-in sheet, taking notes, and preparing meeting minutes for review and approval by CRPD shall also be the responsibility of the Consultant. The sign-in sheet will request email contact information to be used to provide updates on the project.

CRPD will be responsible for notification prior to all public meetings. The Consultant shall present the preferred conceptual design to CRPD's Board of Directors at a regularly scheduled meeting. This includes, but is not limited to, preparing, and presenting a power point presentation, any necessary exhibits, providing a summary of the programming statement, public outreach and design process, and answering questions from the Directors so they can take action to approve a preferred alternative.

### **Part Three - Summary Report, Briefings, Presentations and General Agreement**

Summarize the findings of the previous tasks. Identify areas where general agreement is yet to be achieved. Strategize with the project team to achieve general agreement if possible or justifications where general agreement cannot be achieved. Provide and present a draft report to the project team for comments prior to finalizing. Revise as needed and present final report to the CRPD Board of Directors. Recommend a "workshop" format for the Board as appropriate.

### **Part Four - Funding Analysis**

The Consultant is to review finances for recreation programming, capital expenditures, and Assessment Districts in the area of the new park. The estimated cost for potential debt service for development will also need to be part of the feasibility calculation. Information from the existing District Fee Schedule, which addresses part of cost recovery, should be incorporated as an offset to costs.

Rising utility connection fees and construction costs have necessitated value engineering for some recent park projects. Park Impact Fees may be a source of funding for this development. However, the trend appears to be a widening gap between construction costs and available Park Impact Fees. The Land Authorities have final authority to implement Park Impact Fees and adjustments.

The Optimized Plan has recommended CRPD pursue a bond to fund the collective recommendations including this project. A key component of this feasibility is to provide accurate programming and cost estimating for the development of this site to include in a bond measure.

### **Part Five - Partnerships**

To accomplish its Mission, CRPD partners with the City of Rancho Cordova, Sacramento County, several School Districts, youth and adult sports groups, and numerous community groups to offer services to the community. CRPD will provide a contact list of stakeholders for the consultant's use. The CRPD endeavors to strengthen these partnerships and ensure resources are being allocated in the most effective manner. Stakeholder organizations will be invited to provide input into the planning process.

The Consultant will examine CRPD partnerships with stakeholders that could benefit both parties in the programming, funding and development of this site.

## Part Six - Final Feasibility Report

The Consultant will create a simple and usable Feasibility Report for the Board, the public, and eventual prospective bond investors. The report will provide a cost benefit analysis for The Center Property that will give the CRPD Board of Directors, CRPD staff and potential partners complete information to make a well-informed decision on the future of The Center Property.

### 7.0 PROPOSAL FORMAT AND REQUIREMENTS

Proposals shall include the following:

- 1) Consultant Profile:
  - Name, address, and telephone number of the firm's point of contact
  - Company website
  - Length of time organization has been conducting Feasibility Study services described in the RFQ/RFP
- 2) A summary of firm's approach to the project. Highlight qualifications and strengths that will single out your firm as the best firm to accomplish the CRPD Feasibility Study. The work plan should address all items in the RFQ/RFP.
- 3) Work Plan. Propose a work plan with timeline and deliverables to address the RFQ/RFP scope of work. Include all staff assigned and the number of hours to complete work plan elements by staff level and by task.
- 4) Communication with CRPD Project Manager and the Project Team. The CRPD requires succinct, regular Feasibility summaries by the Consultant. CRPD prefers in-person meetings for certain milestone meetings. Remote (virtual) meeting technologies may be used to reduce travel time and project costs. Describe milestone meetings your firm recommends for in-person and meetings intended to be remote. Describe your firm's current use of remote meeting technology and how the firm will employ these and other technologies to save time and money.
- 5) Similar experience. Identify three (3) representative Feasibility projects your firm has completed. Provide a contact reference for each project. Submit an electronic version of the three (3) Feasibility Projects to [rsmith@cordovarpd.gov](mailto:rsmith@cordovarpd.gov) on or before the proposal due date.
- 6) Resumes. Submit a resume for each member of the Consultant team. Resumes should highlight staff members' experience as it relates to this project. Explain how your staff is skilled in conducting effective Feasibility Studies with the CRPD's ethnically diverse population by referencing other similar Feasibility Study efforts.
- 7) Subcontractors. Identify any subcontractors and the specific requirements the subcontractor will perform.
- 8) Cost. **In a separate sealed envelope**, provide a cost proposal based on the Consultant work plan addressing the scope of work set forth in the RFQ/RFP. Include staff costs by task, travel and office expenses by task, reimbursable items, and contingency. The total cost shall be stated as a not-to-exceed price.

### 8.0 PROPOSAL SUBMISSION

#### 8.1 Format

Submit one signed original and five copies of the proposal. Mark the original "ORIGINAL". If discrepancies between two or more copies of the proposal are noted, the ORIGINAL shall be used as the basis for resolving any discrepancies. All proposals, whether accepted or rejected, shall become the property of the CRPD upon submission.

#### 8.2 RFQ/RFP and Attachments

The RFQ/RFP and attachments are accessible on the Cordova Recreation & Park District website at [RFPs/RFQs - Cordova Recreation and Park District \(cordovarpd.gov\)](https://www.cordovarpd.gov). Refer to Section 5.0 for a list of reference documents available to the Consultant, some with on-line links provided. Reference documents without on-line links can be obtained by contacting Andrew Saltmarsh at [asaltmarsh@cordovarpd.gov](mailto:asaltmarsh@cordovarpd.gov) or at 916-842-3317.



### 8.3 RFQ/RFP Inquiries

All inquiries concerning the RFQ/RFP must be directed in writing to Rick Smith at [rsmith@cordovarpd.gov](mailto:rsmith@cordovarpd.gov). **All inquiries must be received by 8 a.m. PST, Friday, December 13, 2024.** Responses will be posted on the Cordova Recreation & Park District website at [RFPs/RFQs - Cordova Recreation and Park District \(cordovarpd.gov\)](#) no later than 5 p.m. Friday, December 20, 2024. It will be the Consultant's responsibility to access the RFQ/RFP Responses document.

### 8.4 Proposal Submission

**Proposals must be received no later than 4 p.m. PST, Friday, January 24, 2025.** Proposals received after this time and date will not be considered. **Faxed or electronic proposals will not be accepted.**

*Proposals must be submitted to:*

Cordova Recreation & Park District  
Attn: Rick Smith, Senior Management Analyst  
11070 White Rock Road, Suite 130  
Rancho Cordova, CA 95670

### 9.0 RFQ/RFP SCHEDULE

The CRPD will endeavor to administer the proposal process in accordance with the terms and dates outlined below; however, the CRPD reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary.

Milestone	Dates
RFQ/RFP Issued	November 21, 2024
Closing Date for Written Questions	December 13, 2024, 8 a.m. PST
Responses to Questions Available	December 20, 2024, 5 p.m. PST
Professional Services Proposal Due	January 24, 2025, 4 p.m. PST
Consultant Interviews	February 3 - 7, 2025
Staff Recommendation of Top-Ranked Consultant	February 10, 2025
Consultant Negotiations	February 10 - 14, 2025
CRPD Board Approval of Consultant Agreement	March 19, 2025
Project Begins	April 1, 2025
Anticipated Completion of Feasibility Study presentation to CRPD Board for final approval	October 15, 2025

### 10.0 PROPOSAL EVALUATION AND SELECTION CRITERIA

The CRPD will conduct a comprehensive evaluation of all proposals received by the proposal due date and time specified in the RFQ/RFP.

#### 10.1 Selection Criteria

The Consultant should prepare a professional services proposal which addresses the scope of work for the best, appropriate fee. Consultants submitting the highest quality professional services proposals will be invited to interview with the CRPD.

Determination of best professional services proposals shall be based upon, but not limited to, the following (in no particular order or weight):

1. Quality of the proposal.
2. Consultant's approach to the Feasibility Study.

3. Consultant experience with similar projects.
4. Overall responsiveness of consultant work plan to the RFQ/RFP scope of work.
5. Potential benefits of awarding both feasibility studies (Center Property and Mather Sports Center) to the same firm.

At the conclusion of interviews, the CRPD will undertake contract negotiations with the top-ranked Consultant. The Consultant Fee is to be provided in a sealed envelope and will not be opened until the interviewed consultants have been ranked. If negotiations with the top firm are unsuccessful, the CRPD will initiate negotiations with the second-ranked firm, and with the next-ranked firm as needed.

## **10.2 General Information about Proposal Submission, Evaluation and Selection**

The CRPD reserves and may exercise the following rights and options with respect to the proposal submission, evaluation, and selection process:

The right to:

- Reject any or all of the proposals and re-issue the RFQ/RFP at any time prior to execution of a final contract, if, in the CRPD's sole discretion, it is in the CRPD's best interest to do so;
- To waive any informalities, defects, non-responsiveness or irregularities that, in the CRPD's sole judgment, is not material to the proposal;
- Reject any proposal that does not address the requirements of the RFQ/RFP, or that is incomplete or not in conformity with applicable law as non-compliant;
- Supplement, amend, substitute, or otherwise modify the RFQ/RFP at any time prior to selection of one or more Consultants for negotiation, and to cancel the RFQ/RFP with or without issuing another RFQ/RFP;
- Accept or reject any or all of the items in any proposal and award the contract(s) in whole, or in part, if it is deemed in the CRPD's best interest to do so;
- Request that some or all of the Consultants modify proposals based upon the CRPD's review and evaluation;
- Conduct such investigations with respect to the financial, technical, and other qualifications of each Consultant as the CRPD, in its sole discretion, deems necessary or appropriate.

## **11.0 GENERAL INFORMATION**

### **11.1 Notice to Proposer**

This RFQ/RFP does not constitute a contract or an offer of employment and does not commit the CRPD to award a contract. The CRPD may enter into negotiations for an agreement, on terms and conditions satisfactory to the CRPD, with one or more selected Consultant(s); however, the CRPD reserves the right to terminate any negotiations at any time.

### **11.2 Protest of Process**

Any Consultant who wishes to file a complaint about the selection process or method of award may do so in writing. Protest letters must be submitted to the contact person for this RFQ/RFP within ten days of staff recommendation of consultant.

### **11.3 Discrepancy or Other Errors in RFQ/RFP**

If a Consultant perceives a discrepancy, conflict, omission or error amongst terms within the RFQ/RFP or between the RFQ/RFP and any other relevant documents, the Consultant shall immediately and timely notify the CRPD in writing of the specific problem(s) perceived. Notice of any modification made by the CRPD to relevant documents at issue will be sent to all parties who requested an RFQ/RFP and of which the CRPD is aware.

If a Consultant fails to timely notify the CRPD of the perceived error prior to the date and time stated for submission of proposals, the proposal shall be submitted at the Consultant's own risk, and if awarded the contract, the Contractor shall not be entitled to additional compensation, damages, or time by reason of any and all perceived errors or their later correction.

#### **11.4 Expenses**

Any costs incurred by consultant in preparing and providing a response to the RFQ/RFP are solely the responsibility of the Consultant.

#### **11.5 Confidential Information**

Proposer acknowledges and agrees that, in the performance of the work under the RFQ/RFP or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by the CRPD and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the CRPD. Consultant agrees that all information disclosed by the CRPD to, or discovered by, Consultant shall be held in strict confidence and used only in performance of the RFQ/RFP. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent company would use to protect its own proprietary data. Consultant agrees to notify the CRPD immediately in writing if it is requested to disclose any information made known to, or discovered by, the Consultant during the performance or in connection with the RFQ/RFP.

#### **11.6 Terms of Agreement**

- When a Consultant has been selected by the CRPD, the CRPD and Consultant shall negotiate a Contract. If the terms of the Contract cannot be agreed upon for any reason, another Consultant may be selected.
- After successful negotiations of a contract with a Consultant, the CRPD will bring forth a staff report to the CRPD Board of Directors for approval. Once accepted, the Consultant will be notified by phone and email.
- Consultants will be required to obtain, and during the term of the contract maintain, insurance policies as detailed in Attachment A - Insurance Requirements.
- Consultants that employ any person or persons to fulfill this contract will be required to have a policy of Worker's Compensation Insurance as required by the Labor Code of the State of California.
- The successful Consultant shall commence work after the transmittal of a fully executed contract.

## ATTACHMENT A: INSURANCE REQUIREMENTS

### Minimum Insurance

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

Consultant shall maintain limits no less than:

1. Commercial General Liability (CGL) including operations, products and completed operations, as applicable  
\$2,000,000 per occurrence for bodily injury, property damage, personal and advertising injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
2. Workers' compensation Insurance  
As required by the State of California with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or illness.
3. Errors and Omissions Liability  
\$1,000,000 per occurrence or per claim. If protection is accomplished through a "claims made" policy, a 36-month extended reporting period shall be provided.
4. Automobile Liability  
\$1,000,000 per accident for bodily injury and property damage.
5. Additional Insured Endorsement  
CRPD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

### Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the CRPD. At the option of the CRPD - Either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the CRPD, its officers, officials, employees, and volunteers; or, the Consultant shall provide a financial guarantee satisfactory to the CRPD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### Other Insurance Provisions

The general liability is to contain, or be endorsed to contain, the following provisions:

1. The CRPD, its officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of 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 CRPD, its officers, officials, employees, or volunteers.

2. For any claims related to the services provided by the Consultant, the Consultant's insurance coverage shall be primary insurance as respects the CRPD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CRPD, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of any policies required by this clause, including breaches of warranties, shall not affect coverage provided to the CRPD, its officers, officials, employees, or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for non-payment of premium, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CRPD. In the event the policy is cancelled for non-payment of premium, ten (10) days' prior written notice, as stated above, will be given.

#### **Acceptability of Insurers**

The insurance company providing coverage must be licensed to do business in the State of California, with an A.M. Best rating of not less than A:VII.

#### **Verification of Coverage**

Consultant shall furnish the CRPD original certificates of insurance and endorsement(s) affecting coverage to the CRPD for approval. The Commercial General Liability endorsement shall be a form CG 20 10 11 85 and shall have the required wording. All certificates and endorsements are to be received and approved by the CRPD before work commences. The CRPD reserves the right to require complete, certified copies of all insurance policies required by this section.