



REQUEST FOR PROPOSAL
RFP 2019-20.02
FINANCIAL ADVISORY SERVICES

Proposals due
Monday, June 17, 2019
5 PM

Submit to:
Ellen Rebosura, Coordinator of Purchasing
Pleasanton Unified School District
4750 First Street
Pleasanton, CA 94566

June 7, 2019

PROPOSAL: RFP No. 2019-20.02
DATE DUE: Monday, June 17, 2019
TIME DUE: 5 PM

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Pleasanton Unified School District (District) of Alameda County, State of California, will receive not later than 5 PM Pacific DST on Monday, June 17, 2019, sealed proposals for financial advisory services.

Such Proposals shall be received at the Pleasanton Unified School District, Purchasing Department, 4750 First Street, Pleasanton, CA 94566. Envelopes containing Proposals shall be sealed, marked "RFP 2019-20.02" and sent to the attention of Ellen Rebosura, Coordinator of Purchasing.

Each Proposal must conform and be fully responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Pleasanton Unified School District, and in a sealed envelope.

No oral, electronic, or facsimile, proposal will be considered. Proposals received after the scheduled submittal deadline will be returned unopened and deemed unresponsive. Proposals must bear original signatures.

The RFP is available on the District website at http://www.pleasantonusd.net/purchasing_department/notice_to_bidders.

Award of a contract or contracts will be made to the firm offering the most beneficial proposal in the applicable area of specialization. The District is not obligated to make an award and is not obligated to accept the lowest priced proposal, but will make any award in the best interest of the District after all factors have been evaluated and considered.

The Board of Trustees reserves the right to accept or reject any or all proposals, alternate proposals, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any proposal received, and to be the sole judge of the responsibility of any proposer and of the suitability of the services offered. All Proposals shall be valid for one hundred twenty days (120) days after the Proposal opening date.

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SCHEDULE OF EVENTS

Release of Request for Proposal	June 7, 2019
Deadline for Questions and Inquiries	June 12, 2019
Responses to Questions Posted	June 13, 2019
Deadline for Submission of Sealed Proposal	June 17, 2019 5 AM
Interview of Finalists (please reserve 9 AM – 3 PM on your calendar)	June 19, 2019
Recommendation to Board of Trustees And Award of Contract	June 25, 2019
Contract Start Date	July 1, 2019

Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.

INTRODUCTION

The Pleasanton Unified School District ("District") is seeking proposals to provide financial advisory services to the District. The RFP is intended to solicit responses from qualified firms that are interested in providing 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 the financial feasibility of capital projects, and recommend investment strategies. The services may also include to:

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

The term of the contract will be from July 1, 2019, through June 30, 2023. 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 administrators, certificated and classified 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.

BACKGROUND

The Pleasanton Unified School District serves approximately 15,000 students in nine elementary schools, three middle schools, two comprehensive high schools, and one continuation high school. The District also has a before- and after- school program at elementary schools, a special education preschool, a STEAM-based preschool (Science, Technology, Engineering, Arts, and Mathematics), and an adult education program. Our schools are staffed with more than 770 professional educators and a classified support staff of approximately 470. Each school has a parent organization whose efforts contribute greatly to the learning environment at the school through volunteer hours and monetary support. Additional information about the District may be found at www.pleasantonusd.net.

The City of Pleasanton is a community of approximately 73,000 residents situated in Northern California (the "East Bay"). Approximately 4,000 businesses are located in the

City. The median income is \$118,000, and the average housing cost is \$920,000. Additional information about the City may be found at www.cityofpleasantonca.gov

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GENERAL INSTRUCTIONS

Submittal Response

The proposer shall submit six (6) bound copies and one (1) electronic copy (USB flash drive or CD) before 11 a.m. (local time) on Monday, June 17, 2019 to:

Ellen Rebosura
Coordinator of Purchasing
4750 First Street, Pleasanton, CA 94566

Responses received in the Purchasing Department after 5 PM on June 17, 2019, 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 response delivery, any delay in mail service or other method of delivery used by the proposer. Faxed and/or Emailed RFP's will not be accepted. All responses shall be enclosed in a sealed package(s) plainly marked with the words

"RFP 2019-19.02 Financial Advisory Services"

Proposal packages submitted by proposers 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 Responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 120 calendar days following the last day to accept responses. Responses may not be amended after the due date except by the consent of the District. Submittals received after the deadline will be returned unopened. Please note that only one submittal is required from each team of companies working together on a single proposal.

Questions from Proposers

Questions or comments regarding this RFP must be in writing and received no later than Wednesday, June 12, 2019. Questions relative to the proposal shall be directed, in writing, to Ellen Rebosura at erebosura@pleasantonusd.net. Questions submitted after the deadline will not be addressed. Responses will be posted no later than 4 p.m. on Thursday, June 13, 2019, on the District website at http://www.pleasantonusd.net/purchasing_department/notice_to_bidders.

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 at http://www.pleasantonusd.net/purchasing_department/notice_to_bidders. It is the responsibility of the proposer to check the website before submitting their response

Proposers shall not contact any other employee, officer or representative of the District regarding this proposal, including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

GENERAL TERMS AND CONDITIONS

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

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.

ASSIGNABILITY

The successful Proposer shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

COMPLIANCE WITH STATUTE

The Proposer warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

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 proposer's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Respondent 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.

"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 Respondent's competitive position. The Respondent 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."

CONTRACT TERM

The term of this contract shall be from July 1, 2019, through June 30, 2023.

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.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the date and time for final quote submission as specified.

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 service to the District for such issues pending resolution.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections.

ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of an known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

FINANCIAL STABILITY

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

FINGERPRINTING REQUIREMENTS

The District anticipates that the Proposer will not have contact with any students of the District. However, if the Proposer determines that a visit to a school campus is necessary, the Proposer shall arrange with the District to be accompanied by a District employee at all times or comply with Education Code 45125.1.

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 Alameda County.

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 the Agreement.

INDEPENDENT CONTRACTOR

While performing services for PUSD, the selected Proposer shall be an independent contractor and not an officer, agent, or employee of the District.

INSURANCE REQUIREMENTS

If selected, Proposer shall obtain, pay for, and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than "A-;V" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. The policies shall contain an endorsement naming the District as an additional insured (except for the Worker's Compensation and professional liability policies). 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.

Consultant agrees that it will not cancel or reduce said insurance coverage and that District will receive ten (10) days prior written notice of any change in insurance. 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.

INVOICING

The District will issue a Purchase Order for payment for the work to be performed under this RFP. The Proposer shall issue separate invoices on a monthly basis for all services provided. Invoices should show the purchase order number and be submitted to:

Pleasanton Unified School District
Accounts Payable
4665 Bernal Avenue
Pleasanton, CA 94566

JOINT OFFERS

Where two or more proposers 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.

MODIFICATIONS

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the Request for Proposals may result in the rejection of the proposal as not being responsive to the Request for Proposals. No oral or electronic or telephonic modification of any proposal submitted will be considered.

NEWS RELEASE

News releases pertaining to this RFP or the services, data, or project to which it relates, will not be made without the prior written approval of the District. No results of the program are to be released without prior written approval of the District.

PREPARATION OF PROPOSAL

PUSD is requesting ONE (1) Original, FIVE (5) bound copies and ONE electronic copy (on USB drive or CD/DVD). All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

PLEASANTON UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS

The Pleasanton Unified School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; to award the RFP to one or more proposers; or to negotiate with any, all, or none of the proposers to the RFP. This RFP does not obligate Pleasanton Unified School District to negotiate a contract. Proposals will not

be returned. No compensation shall be paid for any work related to preparation of any proposals.

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 proposers, and proposers shall not include any such expenses as part of their responses.

PROPOSER AGREEMENT

In compliance with this request for proposals, the selected Proposer will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

QUALIFICATIONS

All companies may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any proposer or firm in arrears to Pleasanton Unified School District.

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.

SELECTION PROCESS AND INTERVIEWS

Written responses may be evaluated and screened down to between one and five finalists. Finalists will meet with PUSD for interviews and negotiate final terms, conditions, and pricing of agreement. As it is anticipated that final interviews will be conducted on Wednesday, June 19, 2019 please keep these dates open on your schedules.

SERVICES

This document is intended to establish a high quality, cost-effective and ethical provision of financial advisory services for the District. Financial advice will typically be solicited by written or telephone request and may require written responses. Meetings will be held as necessary with appropriate staff to update PUSD on pending matters.

SIGNATURES

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

STAFF ASSISTANCE

The District will provide required information and explanations which are pertinent to the work of the selected Proposer.

STAFFING BY SELECTED PROPOSER

The selected Proposer shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

SUBMISSION FORMAT & REQUIREMENTS

Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements. Responses to the Request for Proposals shall include ONE (1) Original, FIVE (5) bound copies and ONE electronic copy.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals.

SCOPE OF WORK

The Pleasanton Unified School 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 (TRANS), and other financial services such as recommendations associated with financing structures, financial feasibility of capital projects, and investment strategies.

The Scope of Work includes, but is not limited to the following tasks:

- Devise and recommend to the District a financing plan for obligations to be issued, including maturity schedules and other terms and conditions.
- Determine the form, timing, and method of sale of the issue.
- Assist in evaluating underwriting proposals and selecting underwriting teams, including the development of a Request for Proposal, if necessary.
- Prepare information for rating agency presentation, schedule and assist in the presentations, and act as a liaison with the agencies, providing information needed.
- Coordinate and prepare the official statements for each issue, including arranging for printing and mailing to prospective investors.
- Advise the District concerning the need for credit enhancement and assist in the procurement and negotiation of related agreements.
- Coordinate bond sale bid openings or electronic bid verification and recommend acceptance or rejection of bids. Evaluate bids relative to the market and other comparable securities.
- Monitor and control fees and expenses incurred in connection with the issuance of bonds.
- Assist in closing details and post-closing duties. Maintain debt service records on all outstanding District debt.
- Monitor and proactively advise the District on refunding opportunities and other financial products that would benefit the District.
- Ensure continuing disclosure requirements are met on an annual basis and material events notices as necessary. Provide continuing disclosure reporting, after reviewing it with the District.
- Provide assistance in the development of voted bond programs, including working with citizen committees.
- Assist the District in long-range financial planning as needed.
- Assist in evaluating outside vendors providing arbitrage rebate, investment advisory, verification reporting, and other ancillary services.
- Assist in other matters necessary or incidental to the issuance and administration of debt obligations.
- Work in collaboration with the District's Bond Counsel to ensure that the District's and taxpayers best interests are protected.

- Present to the District's Board of Education as requested.
- Perform such other functions normally considered to be within the scope of a fully qualified financial advisor.
- Work cooperatively with the Alameda County Treasurer and Finance Department, as well as the Alameda County Office of Education as necessary regarding financial matters.

RESPONSE FORMAT

Presentation

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

Responses shall be submitted in 8 1/2" 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. The response should not exceed twenty (20) single side pages in length, excluding the Table of Contents, Divider Tabs and required Attachments. The form, content and sequence of the response should follow the outline presented below.

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.

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. Submittals 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.

Section 1-Executive Summary (Limit: 2 Pages)

The executive summary 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:

- Legal name of the firm.
- State whether the firm is local, national, or international Type of firm (individual, corporation, etc.).
- Provide a brief description of your firm, including number of years in business. Number of employees located in Alameda County (or nearby surrounding counties) Date firm established.
- California Business License Number.
- Tax Identification Number.
- Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal.
- 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.
- Certify that you are registered with the SEC and MSRB as required by Dodd-Frank Act.

Section 2-Table of Contents (Limit: 1 Page)

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

Section 3-Proposed Staffing and Project Organization (Limit: 2 Pages)

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

Section 4-Workload and Resources (Limit: 1 Page)

Time is of the essence in completing the requested scope of work. In this section the proposing firm must discuss the following:

- Both current and potential time commitments to all clients (not just the Pleasanton Unified School District) for the proposed staff.
- Demonstrate adequate support staff, facilities and other resources to provide services required throughout the duration of this scope of work.
- Briefly address capabilities for providing additional services and/or services under an accelerated schedule.

Address capability to reassign personnel, equipment and facilities whenever the proposed contract would not require such capabilities or would be delayed.

Section 5--Expertise (Limit: 5 Pages)

Refer to Appendix A for the Scope of Work. Use this section to demonstrate your firms . experience and expertise in:

- Providing financial advisory services to large urban school districts.
- Financing projects and improvements supported by various revenue sources including general obligation bonds and Community Facility Districts.
- Refinancing outstanding obligations.
- Interacting with the credit rating process, including criteria used by the nationally recognized rating services.

In addition, please disclose any contractual arrangements of the firm that could present a real or perceived conflict of interest.

Section 6-References (Limit: 5 pages)

Please provide at least seven recent (over 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 the Pleasanton Unified School District. Please include the following information below for each reference:

- Year(s) working with the reference (range and number)
- Institution/Entity
- Contact Person
- Contact Title
- Contact Phone Number
- Contact e-mail address
- Dollar Value of Services
- Brief scope of work provided and dates provided

Section 7-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.

Section 8-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.

Section 9-Documentation of Financial Responsibility and Fiscal Stability (Limit: 1 page not including supporting documentation)

The Proposer should provide evidence of the firm's corporate stability including:

- A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- A letter from a financial institution stating a current line of credit; and Latest audited financial statement and/or annual report that have been certified by a CPA.

This information will remain confidential and is not subject to public disclosure.

Section 10-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 or any investigations conducted regarding your firm.

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:

- If any regulatory agency has taken disciplinary action against firm or consultant team members in Statement of Qualification,
- If the firm has even been convicted of a federal or state crime of fraud, theft or other act of dishonesty,
- If the firm has ever been convicted for a crime involving any federal, state, or local law related to construction,

- 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,
- 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, • 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.
- Failure to enter into a contract or professional services agreement once selected.
- Withdrawal of a proposal as a result of an error.
- Termination or failure to complete a contract.
- 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.
- Knowing concealment of any deficiency in the performance of a prior contract.
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- Willful disregard for applicable rules, laws or regulations.

Section 11-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. A submittal containing terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive.

Section 12—Required Attachments (Limit: 5 Pages) Included

Attachments A, B, C, and D signed as indicated.

RESPONSE EVALUATION AND SELECTION PROCESS

Responses will be evaluated by a panel of District staff. The District 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. Interviews, if conducted, will be scheduled for Wednesday June 19, 2019. 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 (but not be limited to) the following evaluation criteria:

- Experience
- Cost/pricing
- Qualification of assigned staff
- Responsiveness of the proposal
- References
- Interview presentation

It is the intent of the District to award one contract as the result of this RFP; however, the District reserves the right to apportion the requirements of this RFP among multiple Proposers 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.

Attachment A - Proposal Form

Pleasanton Unified School District
Purchasing Department
4750 F Street
Pleasanton, CA 94566
Re: Request for Proposal No. 2019-20.02

To: Members of the Board of Trustees

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: _____ Fax: _____

Email: _____

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

Upon return of the completed RFP, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. It is the proposer's responsibility to check the District website at http://www.pleasantonusd.net/purchasingdepartment/notice_to_bidders for 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 June 7, 2019	
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

Signature

Date

Title

Attachment C - Non-Collusion Declaration

NONCOLLUSION DECLARATION TO BE EXECUTED BY

PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ (title) of _____
(company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. 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. All statements contained in the proposal are true. 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, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
(date), at _____ (city), _____ (state).

Signature

Name (printed)

Attachment D — Agreement

This Agreement is entered into by and between the Pleasanton Unified 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:

I - TERM

The term of this Agreement shall be from _____ through _____.

All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

11 -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.

111 -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.

IV -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.

V -COMPENSATION

Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the response to the RFP, incorporated herein by reference, and any other negotiated contract terms.

VI -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.

VII -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.

_____	PLEASANTON UNIFIED SCHOOL DISTRICT
Firm Name	
_____	_____
Signature	
_____	_____
Name	David Haglund, Ed.D.
_____	_____
Title	Superintendent
_____	_____
Date	Date
Approved by the PUSD Board of Trustees on:	_____
Board Agenda Item No. _____	

END OF DOCUMENT