REQUEST FOR PROPOSAL

RFP No.: 13-14/26 Bond Underwriting Services

The Board of Trustees of the Peralta Community College District (PCCD), Oakland, California, through the Office of Purchasing, is hereby requesting Proposals for the above mentioned project.

The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

<table>
<thead>
<tr>
<th>Qualification Description</th>
<th>Bond Underwriting Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification Number</td>
<td>13-14/26</td>
</tr>
<tr>
<td>Qualification Issued</td>
<td>March 28, 2014</td>
</tr>
<tr>
<td>Department</td>
<td>Finance Department</td>
</tr>
<tr>
<td>Mandatory Pre-Qualification Meeting</td>
<td>None</td>
</tr>
<tr>
<td>Scheduled Publication Dates</td>
<td>April 3, 2014; April 10, 2014</td>
</tr>
<tr>
<td>Qualification Due Date</td>
<td>April 23, 2014 at 11:00 a.m.</td>
</tr>
</tbody>
</table>

Instructions for Submitting Proposal

<table>
<thead>
<tr>
<th>Submittal Address</th>
<th>Peralta Community College District Purchasing Department Attn: Marie Hampton, Director of Purchasing Services 501 5th Avenue Oakland, CA 94606</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submittal Copies</td>
<td>One (1) Original copy clearly marked “Original” and three (3) Copies marked “Copy”.</td>
</tr>
<tr>
<td>Submittal Envelope Requirements</td>
<td>Proposals must be sealed and have the following information clearly marked and visible on the outside of the envelope: • Proposal Number • Name of Your Company • Address • Phone Number</td>
</tr>
<tr>
<td>Late Submittals</td>
<td>Qualifications received after the time and date stated above shall be returned unopened to the vendor.</td>
</tr>
</tbody>
</table>
How to Obtain Proposal Documents
Copies of the Proposal documents may be obtained at:

<table>
<thead>
<tr>
<th>Available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Peralta Community College District Purchasing Department</td>
</tr>
<tr>
<td></td>
<td>501 5th Avenue</td>
</tr>
<tr>
<td></td>
<td>Oakland, CA 94606</td>
</tr>
<tr>
<td></td>
<td>Monday through Friday 9:00 AM to 4:00 PM</td>
</tr>
<tr>
<td></td>
<td>(510) 466-7225</td>
</tr>
<tr>
<td>Yes</td>
<td>Website: <a href="http://www.peralta.edu">www.peralta.edu</a></td>
</tr>
<tr>
<td></td>
<td>Click “Business Opportunities”, then click “Current Bids, RFPs and RFQs” to download the packet.</td>
</tr>
</tbody>
</table>

Questions about the Proposal
Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by email as follows:

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>Susan Rinne, Interim Vice Chancellor of Finance and Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email: <a href="mailto:srinne@peralta.edu">srinne@peralta.edu</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question/RFI Due Date</th>
<th>April 15, 2014 at 4:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Response Date</th>
<th>April 18, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective bidders, and placed on the District’s website. Proposer who did not receive a copy of the addendum should download it from the District’s website. See “How to Obtain Qualification Documents” section for our web address. All addenda must be acknowledged on the RFQ Acknowledgement and Signature form.</td>
</tr>
</tbody>
</table>

Full Opportunity
The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

Peralta Community College District reserves the right to reject any or all Qualifications, to waive any irregularities or informalities not affected by law, to evaluate the Qualifications submitted and to award the contract according to the Qualification which best serves the interests of Peralta Community College District.

Marie Hampton, Director of Purchasing Services
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Attachments:

<table>
<thead>
<tr>
<th>Title</th>
<th>Must Be Returned with Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Vendor Questionnaire and Certificate by Compliance</td>
<td>Yes</td>
</tr>
<tr>
<td>2 Environmentally Sustainable Procurement</td>
<td>Yes</td>
</tr>
<tr>
<td>3 Certificate Regarding Workers’ Compensation</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Small Local Business Enterprise/Small Emerging Local Business</td>
<td>Yes, If Applicable</td>
</tr>
<tr>
<td>Enterprise Program and SLBE/SELBE Self Certification Affidavit</td>
<td></td>
</tr>
<tr>
<td>6 Non-Collusion Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Conflict of Interest Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>8 RFQ Acknowledgement and Signature Form</td>
<td>Yes</td>
</tr>
</tbody>
</table>
1. **INTRODUCTION**

The Peralta Community College PCCD (PCCD) is inviting qualified and interested investment banking/underwriting firms to submit proposals of qualifications to provide underwriting services. It is PCCD's intent to create a pool of qualified underwriters to serve PCCD in possible negotiated sale of General Obligation Bonds, Other Post Employment Benefit Bonds, Tax and Revenue Anticipation Notes, and other bond program related transactions.

Qualified firms are invited to respond to the proposal, including a Statement of Qualifications, to serve as senior managing underwriter. It is anticipated that the pool of qualified firms will be selected from the respondents. The PCCD reserves the right to rotate the senior management positions (senior, co-senior and co-manager) amongst the qualified underwriting firms that respond.

2. **BACKGROUND**

The Peralta Community College PCCD is comprised of four colleges and the PCCD office in Alameda County. The PCCD serves over 28,000 students within four campuses in northern Alameda County. For over forty years, the Peralta Community College PCCD has served over one million students from the communities of Albany, Alameda, Berkeley, Emeryville, Oakland, and Piedmont. The PCCD operates Berkeley City College in Berkeley, College of Alameda in Alameda, Laney College in Oakland, Merritt College in Oakland, and the District offices in Oakland. The PCCD is governed by its Board of Trustees. The Board consists of seven elected members and two student trustees. The PCCD is an independent political subdivision organized under the laws of the State of California.

**General Obligation Bond Program:** The PCCD successfully passed four voter approved bond authorizations: Election of 1992, Election of 1996, Election of 2000, and Election of 2006. PCCD has $402 million of outstanding general obligation debt. Proceeds of such bonds have been used to renovated, construct and acquire PCCD site and facilities, as well as the refunding of prior outstanding debt. The PCCD has $115 million of unissued remaining authorization from its Election of 2006.

Other Post Employment Benefit Bonds Program: The PCCD provides post-employment health care benefits for retired employees in accordance with negotiated contracts with the various bargaining units of PCCD. PCCD has issued and has outstanding $169 million in debt associated with the funding of its OPEB program. Additionally, the PCCD has entered into a series of swaps to manage interest rate risk associated with its 2005 OPEB bonds.

The creation of a pool of qualified firms is to allow PCCD the flexibility to select different firms for different transactions.

3. **INFORMATION AND GENERAL CONDITIONS**

**Preparation of Proposal Documents**
Interested firms shall submit one original proposal plus three (3) copies of said proposal in a sealed envelope prominently marked with the Request for Proposal title and purchasing number, the due date and time, and the name of the entity submitting the proposal. Please include a CD of the proposal as well. Proposals will not exceed 15 pages and in 11 point font. A fax or email submission of a proposal will not be accepted.

Proposals must be delivered by **11:00 a.m., Wednesday April 23, 2014** to:

Peralta Community College (PCCD)
333 East 8th Street
Oakland, CA 94606
Marie Hampton, Director of Purchasing Services
mhampton@peralta.edu

PCCD will place a clock (“the PCCD bid time clock”) in a conspicuous location at the place designated for submittal of Proposals. Each proposal will be time stamped.

RFP submittals received after the specified time and date will not be considered and will be returned unopened to the sender.

Responses to this RFP must follow the format described in this RFP. Consultants are encouraged to submit concise responses that fully provide the information requested. Elaborate responses or the inclusion of extensive marketing materials is discouraged.

The PCCD intends to have interviews from which qualified firms will be part of an underwriting pool. In accordance with Peralta Community College PCCD and Governing Board, the pool will represent a diversity of firms qualified to serve PCCD.

**Signature**

Proposals shall be signed by an individual or officer of the firm authorized to commit for the firm. If firm is a corporation, the proposal and any attachment thereto shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer.

**Completion of Proposals**

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the PCCD, the information contained therein was intended to erroneously and fallaciously mislead the PCCD in the evaluation of the proposal.

**Withdrawal of Proposals**

Proposals may be withdrawn by the firm submitting the proposal at any time prior to the closing date and time for receipt of proposals. A request to withdraw a proposal must be in writing and received by the PCCD prior to the scheduled opening of proposals. Proposals not withdrawn must remain open for a period of 60 days following the last day to submit proposals.

No amendment, addendum or modification will be accepted after the proposal has been submitted to PCCD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to PCCD prior to the time scheduled for opening of proposals.
**Right to Negotiate and/or Reject Proposals**

The PCCD reserves the right to negotiate any price or provision, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of the PCCD, such action shall serve its best interests and those of the tax-paying public. The firms are encouraged to submit their best prices in their proposals, and the PCCD intends to negotiate only with the firm(s) whose proposal most closely meets the PCCD’s requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the firm whose proposal best meets the PCCD’s requirements.

**Confidential and Proprietary Information**

All materials submitted relative to this RFP will be kept confidential until such time an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. If any part of any proposal is proprietary or confidential, the firm must so identify and so state. The PCCD reserves the right to retain all proposals submitted and to utilize data and/or suggestions included in the proposal, regardless of whether proposal is selected by the PCCD.

**Examination of Contract Documents**

Firms shall thoroughly examine the contents of this RFP. The failure or omission of any firm to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFP or to the contract to be awarded.

If the firm discovers any ambiguity, conflict, discrepancy, omission or other errors on the RFP, the firm shall immediately notify PCCD of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all firms participating in the RFP, without divulging the source of the request for the same. Modifications shall be made by written addendum issued.

**Addenda**

The PCCD may modify this RFP before the date scheduled for submission of proposals by issuance of addenda to all parties who received the RFP for the purpose of submitting a proposal.

**Modification of RFP Response**

The proposal may be modified after its submission by written notice to PCCD of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.

**Error in Proposal**

Firms shall be bound by the terms and conditions of the proposal, notwithstanding the fact that errors are contained therein. However, if material errors are found in a proposal, PCCD will notify the firm that the submitted proposal appears to contain errors and require the firm to correct the errors. The PCCD reserves the right to request additional information or clarification to allow corrections of errors or omissions. At the PCCD’s discretion, key personnel of firms submitting proposals may be required to make oral presentations as part of the proposal process.

**No Commitment to Award**
Issuance of this RFP and receipt of proposals does not commit the PCCD to award a contract. The PCCD expressly reserves the right to postpone the proposal opening date for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Consultant concurrently, or to cancel all or part of this RFP.

**Independent Contractor Status**

It is expressly understood that the firm named in any contract entered into by PCCD is acting as an “independent contractor” and not as an agent or employee of PCCD.

**Co-Proposals**

Firms will not be allowed to co-propose with other banking firms for this RFP. All proposals must be submitted by a single firm.

4. **SCOPE OF SERVICES**

Senior managing firms qualified by PCCD will be expected to perform or assist in the performance of the following duties:

- Attend and/or participate in organizational and Governing Board meetings related to the financing.
- Prepare analyses and assist in responding to questions about the transaction during all phases of the financing process.
- Provide support services necessary for completion of the financing.
- Provide ongoing information to PCCD staff and finance team regarding the status of the financing and markets.
- Prepare materials and participate in presentations to national credit rating agencies regarding the PCCD’s financial condition and debt structure.
- Develop and implement effective marketing strategies.
- Management of selected underwriting syndicate.
- Review all bond documents.
- Provide alternative structuring formats reflecting input from sales, trading, underwriting.
- Preparation of pre-pricing information.
- Underwrite bonds at agreed upon interest rates if necessary.
- Present a comprehensive summary of management team performance to include compensation and distribution by members and distribution by investor category.

5. **CONTENTS**

Each proposal shall specifically address the following topics. Please refrain from submitting general marketing materials which do not explicitly respond to the questions below. Proposals should not exceed fifteen (15) pages in length, excluding a one-or-two page cover letter, and any numerical analyses and appendices.

a) Describe the organizational structure of your firm as it relates to municipal investment banking and the underwriting and sales of municipal bonds. Include brief summaries of municipal investment banking services, underwriting and trading, and the firm’s sales organization.

b) State your firm’s capital position (Total Capital, Equity Capital, Net Capital and Excess Net Capital) as of December 31, 2011.
c) Briefly describe your firm's underwriting experience in California with emphasis on community college and public school district general obligation bonds and Other Post Employment Benefit Bonds. Limit the discussion to issues for which your firm acted as Senior Manager or Co-Manager, using separate lists for both. Please include your experience list as an appendix that includes issuer name/financing, sale date, method of sale, par amount, debt type, tax-status, credit rating, bond insurance, underwriter discount, and role of firm.

d) Describe your firm’s experience, if any, with local agencies within the PCCD’s geographical boundaries, and how that experience could benefit the PCCD.

e) Identify the individual and location who will be the firm’s senior representative for the daily management of the transaction and the individual who will attend all meetings of the financing team as required. Discuss the availability of the individual, as well as any other experts who may support the PCCD. For each of these individuals, please provide a summary of qualifications and a list of three California public agency officials that the PCCD may contact as personal references as an appendix.

f) Please comment on the current and anticipated market conditions relevant to the PCCD GO and OPEB program including the outstanding swaps. Please provide financing strategies for the PCCDs’ GO program and OPEB program. Any detailed analysis may be included as an appendix. For purposes of responding to this and item l) below, assume a single initial financing in the amount of $100 million and a management group totaling three firms.

g) Identify additional personnel with whom the PCCD would interact (investment banking, quantitative, support staff, underwriting, etc.), and describe their respective roles in the transaction. State their location and their availability.

h) Provide a short narrative describing your firm’s technical expertise.

i) Provide your firm’s view with respect to the following matters: a) Recommended structure (including rationale) for the PCCD’s bond issue (e.g. fixed-rate, term, derivative products, CABs, use of credit enhancement, etc.) and b) Timing of the proposed bond issue given current and anticipated market conditions and interest rate environment.

j) Discuss the strategies your firm would employ to allow residents of the PCCD to conveniently purchase bonds that they will have approved. Please include any local knowledge, expertise or nuances which might be helpful in this effort.

k) Describe what strategies your firm would employ to ensure that residents of the PCCD are assessed the lowest possible amount for the bonds.

l) Include your proposal for underwriter’s spread, specifying management fee, takedown, and estimated expenses (assume any management fee is for the Senior Manager only). Please specify expenses to be covered, including underwriter’s counsel. For purposes of responding to this and item f) above assume a single initial financing in the amount of $100 million and a management group totaling three firms.

m) Please provide your suggested syndicate rules and policies, assuming a management group of three firms. The PCCDs desires emerging firms to participate fairly in the distribution of compensation.
n) Summarize any other points that you wish the PCCD to consider in its evaluation of your proposal to serve as Senior Manager for the bonds, including past and foreseeable action to assist the PCCD in meeting its goals.

o) Please state whether your firm has been a party to any IRS settlement agreement, or whether any bonds which you have structured or underwritten have been the subject of an IRS investigation. If so, please explain the circumstances and the outcome of such agreements or investigations.

6. **EVALUATION**

a) The proposals shall be evaluated based upon qualifications of personnel, innovativeness, specificity, and completeness, demonstrated knowledge of the California bond market, demonstrated knowledge and experience with California community colleges, relevant experience and estimate of fees.

b) The RFP will be reviewed by a select group of PCCD staff and advisors to determine the finalists selected for interviews. The PCCD intends to determine the size and composition of the management group as part of the selection process.

7. **QUESTIONS AND CLARIFICATIONS**

   All questions and clarifications must be done via e-mail ONLY on the date provided herein the Request for Proposal to:

   Susan Rinne, Interim Vice Chancellor for Finance and Administration

   **srinne@peralta.edu**

   (No phone contact, please). Do not contact any other PCCD staff or Trustees regarding your proposal during the process. Disregarding this process may result in disqualification of your proposal.

Responses will be sent to ALL receiving this RFP via email and posted on the PCCD’s website.
GENERAL PROVISIONS

Definition: The words Contractor means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

1. **ASSIGNMENT/DELEGATION**: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. **STATUS OF CONTRACTOR**: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. **INDEMNIFICATION**:  
   (a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney’s fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

   (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

4. **INSURANCE**: With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

   (a) Worker’s compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

   (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence and $2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors liability, and personal injury liability.

   (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

   (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

      (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than $1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

3. Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) **Policy Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

DISTRICT:

Peralta Community College District  
333 East 8th Street  
Accounts Payable Department  
Oakland, CA  94606
and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR’S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

8. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

9. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

10. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

11. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

12. **CONTRACTOR’S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR’S work by DISTRICT shall not operate as a waiver or release.

13. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is
audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.

14. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

15. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

16. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

End of Section
Peralta Community College District

VENDOR’S QUESTIONNAIRE

The following information is requested for information purposes only. It will not be used in determining bid award.

____________________
Date

____________________________________________________________________________

Firm Name

__________________________  _________________________  __________________________
Telephone  Business Fax  Email Address  Website

_______________________________________________________________________________
Street Address

City/State

Zip Code+ 4®

_______________________________________________________________________________
Mailing Address

City/State

Zip Code + 4®

Type of Organization (Check one)  Individual ☐  Partnership ☐  Corporation ☐

Name of Owner(s)

State of Incorporation (if applicable)

Name of Partners  (I) Indicate  (G) General (L) Limited

Local Address

Amount of Annual Business

The District is identifying vendor ownership as follows:

<table>
<thead>
<tr>
<th></th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Latino (other than Mexican or Mexican-American)</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
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<tr>
<td>Total #</td>
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</table>

The District is identifying vendor workforce as follows:

<table>
<thead>
<tr>
<th></th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Latino (other than Mexican or Mexican-American)</th>
<th>Mexican or Mexican-American</th>
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<th>White</th>
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</table>
Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

What are you interested in providing the District? (e.g., construction, consulting, goods or services).

Main Headquarters Office(s) Address/Telephone
(List all as applicable)

1.  
2.  
3.

Total # of Employees _____

Local Office(s) Address/Telephone
(List all as applicable)

1.  
2.  
3.

Total # of Employees _____

Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract

(List all as applicable)

1.  
2.  
3.  
4.  
5.  
6.  

(Please use the Zip+4®) Use separate sheet as necessary
It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non polystyrene food containers, non petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District’s SLBE program.

The District’s formal Environmental Sustainability Policy 2.40 is available for download at: [http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf](http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf).

Vendor Statement and Signature

The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does your product or service promote the District’s Environmentally Sustainable Procurement goal?

______ Yes*  ______ No

*If Yes, you are required to describe how your product or service that you are providing to the District will promote the District’s Environmentally Sustainable Procurement goal.

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

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

Contractor Name: ___________________________  Title: ___________________________

Authorized Signature: ___________________________  Date: ___________________________

Attachment 2
CERTIFICATE REGARDING WORKERS’ COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all subcontractors to do the same.

____________________________
Contractor

By: ____________________________

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)
I hereby certify that ______________________________________________________

(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor’s questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

a. Actual racial, gender and residential workforce composition of your company for the contract work.
b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: _________________________________

__________________________________________

Print Name
Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and
SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District’s market area.
Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:

   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm’s tax returns for the past three consecutive years.
SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
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</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self-certification affidavit the District is authorized to impose penalties which may include any of the following:
   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: ___________________ Bid Name: ______________________________________

_________________________ _______________________
Signed Date

_________________________ Title
Printed or typed name

_________________________ Telephone Fax
Name of Company

Attachment 5
State of California, County of ________________

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

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

Date: ____________________ Signature: ________________________________
Peralta Community College District

Conflict of Interest Affidavit

RFQ No.: 13-14/26 Bond and Disclosure Counsel Services

The District must insure all firms submitting a qualification do not have a conflict of interest with any Employees or Board Members of the District. Please review the below conflict of interest form and disclose any real or potential conflicts that may exist. The District will use this form to ensure panel member evaluating your qualifications do not have a conflict of interest with your firm.

Please indicate (below) whether or not you have any past, present or planned future relationship that might suggest a conflict of interest, due to your involvement with any individual Employee or Board Member of the District.

Definitions

Relative Defined as anyone you are related to either by blood or marriage, or whose relationship with you is similar to that of persons who are related by blood or marriage.

Relationship Defined as an involvement where you or a Relative have, either directly or indirectly, worked for, worked with, had or intend to have a contract for services or employment with, or participated in any business or personal project with any individual Employee or Board Member of the District.

Question

Did/does your firm have any relationship (defined above) with any Employee or Board Member of the District?

Yes ____ No ____ If yes, please indicate below the nature of relationship, when the relationship began, and if applicable, when it ended.

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

I certify that the above statement is true and accurate to the best of my knowledge and belief, and that the only relationship my firm has with the District, is directly with the Peralta Community College District (or noted above) and not with any individual Employee or Board Member of the District.

Company Name ________________________________________________________________

Signature ________________________________________________________________

Date ________________________________________________________________

Attachment 7
Peralta Community College District
RFQ Acknowledgement and Signature Form
RFQ No.: 13-14/26 Bond and Disclosure Counsel Services

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Bidder’s Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFQ, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFQ: __________________________

Acknowledgement and Signature:

1. No Qualification is valid unless signed in ink by the person authorized to make the Qualification.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this Qualification. The undersigned agrees to furnish the services stipulated on this Qualification.

Vendor Name: __________________________ Title: __________________________

Contact Person: __________________________

Address: ________________________________________________________________

Telephone: __________________________ Fax: __________________________

Contractor License #: __________________________ Expiration Date: __________________________

Federal Tax Identification Number: __________________________

Authorized Signature: __________________________ Date: __________________________

Decline Qualification:

We do not wish to submit a Qualification on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: __________________________

______________________________________________

Company: __________________________ Address: __________________________

Name: __________________________ Signature__________________