



**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
1400 Marina Way South
Richmond, CA 94804
(510) 231-1190**

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Board Member, President

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Board Member, Clerk

Valerie Cuevas
Board Member

Consuelo Lara
Board Member

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Board Member

Matthew Duffy
Superintendent of Schools

Luis Freese
Associate Superintendent
Operations

Tony Wold, Ed.D.
Associate Superintendent
Business Services

Gracie Guerrero, Ed.D.
Chief Academic Officer
Educational Services

Ken Whittemore
Assistant Superintendent
Human Resources

Nick Berger
SELPA Director

Tracey Logan
Chief Technology Officer

Contract Documents

For

RFP #1920-01

Bond Counsel Services

October 2019

West Contra Costa Unified School District
Facilities Operations Center
1400 Marina Way South
Richmond, CA 94804



**REQUEST FOR PROPOSALS (“RFP”) FOR
BOND COUNSEL SERVICES**

RFP # 1920-01

October 2019

The West Contra Costa Unified School District (“District”) is requesting proposals from qualified persons, firms, partnerships corporations, associations, or professional organizations (“Firm(s)”) to provide bond counsel services in connection with current issuances and any future issuances along with any parcel taxes.

Firms that intend to submit a Proposal must be insured and appropriately licensed.

Firms are invited to submit a Proposal as described below, with one (1) original and four (4) copies of requested materials to:

David Johnston
Executive Director, General Services
West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804-3747

Questions regarding this RFP must be received in writing and directed to David Johnston, at djohnston@wccusd.net, on or before November 6, 2019. The District may respond to questions presented via addenda to this RFP.

All Proposals must be received on or before November 12, 2019, no later than 4:00 p.m.

Proposals are to be submitted only in sealed envelopes; facsimile and electronic transmissions are not permitted. Late responses will not be accepted. Proposals will be opened immediately after they are due.

Thank you for your interest in working with the West Contra Costa Unified School District.

1. General Information / Instructions.

- 1.1. The District invites qualified Firms to submit Proposals for the provision of bond counsel services. Refer to **Attachment “2.”**
- 1.2. The District is seeking to select one Firm to provide the requested Services but reserves the right to select more than one Firm for the Services.
- 1.3. Proposals must contain all requested information about the Firm. Proposals should be complete and prepared to provide an insightful, straightforward, and concise overview of the Firm’s proposal to provide the Services. Firm’s Proposal must be signed by an individual or individuals authorized to execute legal documents on behalf of the Firm.

2. Schedule. The following is the tentative schedule for this RFP, which is subject to change:

| | |
|--------------------------------------|----------------------|
| RFP Issuance Date: | October 31, 2019 |
| Deadline for Questions: | November 6, 2019 |
| Deadline for Proposal Submission: | November 12, 2019 |
| Anticipated Evaluation of Proposals: | November 12-13, 2019 |
| Interviews | November 18-20, 2019 |
| Recommendation to Board: | December 11, 2019 |
| Notice to Proceed: | January 1, 2020 |

3. Commencement of Services. The District anticipates the Selected Firm will begin providing the Services on **January 1, 2020**

4. Description of Services.

- 4.1. **Services.** The selected Firm shall perform the Services described in **Attachment “1.”**

5. Content of Proposals. Firm’s Proposal must be concise, well organized, and demonstrate Firm’s proposed services. Firm’s Proposal shall be formatted as outlined below and shall be no longer than thirty (30) pages.

- 5.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm.

- 5.2. **Narrative.** Provide a comprehensive narrative of Firm’s proposal to provide the Services described herein. The narrative should include the following:

- 5.2.1. Detailed description of the Services Firm will provide;

- 5.2.2. A clear and concise statement setting forth the reason(s) the District should select Firm over other qualified firms;

- 5.2.3. A case study that Firm thinks best illustrates the experience and qualifications of the Firm relevant to the Services requested by the District;

- 5.2.4. Description of Firm’s experience with general obligation bond measures (focus on K-

12 experience);

- 5.2.5. Description of Firm's experience with large urban school districts;
- 5.2.6. Pricing for Services. Specify if there are fee differentials for different structures or types of financing. Pricing information for, without limitation, transactional services, additional services, Firm's mark-up on subconsultant and subcontractor prices and all other categories of costs, expenses, fees, or charges that Firm anticipates will be a part of its price to complete the Services. The District prefers that all fees for the Services (both pre-election and post-election) be fully contingent on issuance, however, the District will consider non-contingent hourly not-to-exceed fees for pre-election and on-going operational services;
- 5.2.7. Detailed information regarding the experience and qualifications of the professional(s) that would be assigned to provide the Services and the individual(s) that would be the District's primary day-to-day contact(s);
- 5.2.8. Evidence of insurance, malpractice coverage, including the deductible, licensing, and other pertinent information related to providing the Services;
- 5.2.9. Description and state the conclusion reached of any disciplinary action, administrative proceeding, malpractice claim or similar proceeding against Firm or any of its lawyers, whether current or pending, as well as any action, proceeding or claim occurring during the last five (5) years;
- 5.2.10. Description of any existing relationships with the District or with other related entities that might create a conflict of interest for Firm;
- 5.2.11. Firm's proposed services contract;
- 5.2.12. Sample of Firm's typical legal invoices and billing statements;
- 5.2.13. If Firm is willing to provide a disclosure counsel opinion, provide Firm's last three (3) disclosure counsel opinions (regardless of type of issuer or financing); and
- 5.2.14. Any other information pertinent to Firm's Proposal for the Services.

6. District's Evaluation / Selection Process.

- 6.1. From the Firms that provide Proposals to the District, the District may, at its discretion, interview some or all Firms. The most qualified Firm may be selected and recommended to the governing board of the District for approval ("Selected Firm").
- 6.2. The Selected Firm will be selected based on qualifications and demonstrated competence that includes relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services based on the designated relative weight given to each criteria as a percentage of the RFP's total points possible:

| Selection Criteria | Relative Weight (%) |
|--------------------------------------|----------------------------|
| Experience | 20 |
| Proposed Services | 20 |
| Pricing | 20 |
| Responsiveness of Proposal | 15 |
| Recent Success with Similar Services | 15 |
| Other Qualifications | 10 |

7. Terms and Conditions.

7.1. The District reserves the right to contract with any Firm responding to this RFP for all or portions of the above-described Services, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in this RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Proposals from or to contract with any Firm not participating in this process.

7.2. The selected Firm shall include the following audit provisions in its contract with the District:

“District’s Right to Audit. District retains the right to review and audit, and the reasonable right of access to Consultant’s and any subcontractor’s premises to review and audit, the Consultant’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Consultant’s premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District’s Audit Right shall also include the right to interview current or former employees and subcontractors of Consultant with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

Consultant shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant’s normal business hours, unless Consultant otherwise consents.

Consultant shall include audit provisions in any and all of its subcontracts and shall ensure that provision is binding upon all subcontractors.

Consultant shall comply with these provisions within fifteen (15) days of the District’s written request to review and audit any or all of Consultant’s Work-related documents, records and information. The District’s Audit Right and Consultant’s compliance with the same, shall be at no additional cost to the District.

In the event the District’s Audit Right, or an audit by the State Auditor, evidences payments to Consultant not in accordance with the provisions of this Agreement, Consultant shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.

Consultant acknowledges and agrees that the District’s Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the District for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. (“CPRA”), unless otherwise exempt, and which may include, but are not limited to, records or documents in the District’s constructive possession but under Consultant’s control regardless if created, sent, received, stored, or maintained in a personal account or device of Consultant or its employees, as prescribed by applicable law. In the event the District exercises District’s Audit Right in response to or as part of a request under the CPRA, Consultant agrees to provide District with an affidavit, if and as needed or

requested by District, within five (5) days of District's request therefor, that certifies Consultant's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any."

- 7.3. The District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Firm to ensure that the Proposal is submitted on time to the District. Proposals that are received after the deadline will not be considered.
- 7.4. Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1, subdivision (d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.
- 7.5. Issuance of this RFP does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a response Proposal. All Firms should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees as well as approval by the District's Board of Education.
- 7.6. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected Firm shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFP so that such provisions will be binding upon each sub-consultant.
- 7.7. Prior to contract execution, proof of all insurances at the levels specified by the District will be required. Fingerprinting of all personnel who will visit school sites is also required. The District reserves the right to amend this RFP by means of addenda.
- 7.8. In the event a Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm with the authority to enter into binding contracts with the District attend the interview. The District is not responsible for any costs the Firm may incur in the Proposal, interview, or selection process.

8. Protests.

Any protest regarding this RFP must be submitted in writing to the District, before **5:00 p.m.** of the **THIRD (3rd)** business day following the date of notification by the District that a Firm has been selected for the Services.

- 8.1.** The protest must contain a complete statement of any and all bases for the protest.
- 8.2.** The protest must refer to the specific portions of any documents that form the bases for the protest.
- 8.3.** The protest must include the name, address and telephone number of the person representing the protesting party.
- 8.4.** The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest; and all other Firms or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 8.5.** The procedure and time limits set forth herein are mandatory and are each Firm's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

Attachment “1”
Services

1. Pre-Election Services

- 1.1. Pre-Election Services begin upon engagement of Firm and shall be concluded on the day prior to the bond election. Pre-Election Services provided by Firm may include the following:
 - 1.1.1. Assistance with voter polling and election planning and research in advance of calling an election;
 - 1.1.2. Preparation of a timetable setting forth the actions required to accomplish the election, and coordination with the County election officials to ensure that the necessary legal requirements are satisfied;
 - 1.1.3. Coordination with District’s finance team and preparation of Governing Board resolutions required to call the election, including assistance with drafting of the ballot proposition and ancillary materials;
 - 1.1.4. As required, attendance at in-person meetings at the District, as well as any administrative meetings at which the election and financing proceedings are to be discussed, when requested to attend or when attendance is deemed necessary for the proper planning or conduct of the financing proceedings;
 - 1.1.5. Assistance with the preparation of the tax rate statement and the County Counsel’s independent analysis required for distribution to voters;
 - 1.1.6. Review of the ballot arguments to be prepared by or on behalf of the District;
 - 1.1.7. Consultation with the District and its staff, the County and its staff, and the District’s financial consultant(s) concerning the election proceedings and campaign law for compliance with legal requirements; and
 - 1.1.8. Preparation of the notices, affidavits and certificates required by law for conducting the election.

2. Bond Issuance Services

- 2.1. Bond Issuance Services will commence after, and only in the event of, a successful bond election. Bond Issuance Services include two service components: Bond Counsel Services and Disclosure Counsel Services.
 - 2.1.1. Bond Counsel Services may include the following:
 - 2.1.1.1. Assistance in reviewing and establishing policies to manage the Bond Oversight Committee, including sample policies, bylaws and forms;
 - 2.1.1.2. Consultation with District staff, the County and the District’s municipal advisor regarding the bonds and the timing, terms and structure of the offering;
 - 2.1.1.3. Preparation of the proceedings to certify the election results and to authorize the bonds, necessary resolutions, all related legal agreements and preparation of the proceedings,

documents and notices for the sale of the bonds by competitive or negotiated sale;

- 2.1.1.4. As needed and requested by District, attendance at in-person meetings of the District's Governing Board and with the District's other consultants regarding the issuance and sale of the bonds, as needed and requested;
 - 2.1.1.5. Coordination with the District's finance team as necessary for the review of documents and finance plans;
 - 2.1.1.6. Examination of proofs of the bonds, preparation of the final closing papers, organization and conduct of the bond closing, and the rendering of a final legal opinion at the time of delivery of and receipt of payment for the bonds; and
 - 2.1.1.7. Review of post-closing legal compliance requirements with the District.
- 2.2. Disclosure Counsel Services shall include the following:
- 2.2.1. Services necessary to assure compliance of the bonds with federal securities laws;
 - 2.2.2. Delivery of a disclosure counsel opinion at closing; and
 - 2.2.3. Review of Continuing Disclosure filing status.

| Authorization | Authorized Amount | Series | Issue Date | Maturity Date | Original Issue | Remaining Authorized and Unissued | Principal Outstanding 09/30/2019 | Interest Outstanding 09/30/2019 | Total Payment Outstanding 09/30/2019 |
|---------------|-------------------|--|------------|---------------|----------------------|-----------------------------------|----------------------------------|---------------------------------|--------------------------------------|
| 1998 Msr E | \$40,000,000 | 2001 Refunding Series A | 11/6/2001 | 8/1/2025 | \$28,610,000 | | \$8,820,000 | \$1,295,045 | \$10,115,045 |
| | | 2001 Refunding Series B | 11/6/2001 | 8/1/2024 | \$10,255,000 | | \$3,420,000 | \$544,650 | \$3,964,650 |
| | | (all Series were Refunded) | | | \$40,000,000 | \$0 | \$12,240,000 | \$1,839,695 | \$14,079,695 |
| 2000 Msr M | \$150,000,000 | 2011 Refunding Bonds | 8/25/2011 | 8/1/2023 | \$33,960,000 | | \$14,175,000 | \$1,873,825 | \$16,048,825 |
| | | 2012 Refunding Bonds | 7/10/2012 | 8/1/2032 | \$40,370,000 | | \$40,370,000 | \$18,783,500 | \$59,153,500 |
| | | (all Series were Refunded) | | | \$150,000,000 | \$0 | \$54,545,000 | \$20,657,325 | \$75,202,325 |
| 2002 Msr D | \$300,000,000 | Series C2 Capital Appreciation Bonds | 8/11/2004 | 8/1/2034 | \$29,999,377 | | \$21,674,382 | \$60,810,618 | \$82,485,000 |
| | | Series D Capital Appreciation Bonds | 10/19/2005 | 8/1/2034 | \$99,998,106 | | \$67,924,692 | \$140,975,308 | \$208,900,000 |
| | | 2011 Refunding Bonds | 8/25/2011 | 8/1/2024 | \$51,605,000 | | \$24,840,000 | \$3,937,738 | \$28,777,738 |
| | | 2012 Refunding Bonds | 7/10/2012 | 8/1/2032 | \$57,830,000 | | \$57,830,000 | \$25,795,250 | \$83,625,250 |
| | | 2014 Refunding Bonds | 8/13/2014 | 8/1/2034 | \$22,685,000 | | \$20,040,000 | \$10,712,300 | \$30,752,300 |
| | | | | | | | \$299,997,483 | \$2,517 | \$192,309,074 |
| 2005 Msr J | \$400,000,000 | Series B | 7/15/2008 | 8/1/2035 | \$120,000,000 | | \$44,100,000 | \$15,696,000 | \$59,796,000 |
| | | Series C1 Capital Appreciation Bonds | 9/3/2009 | 8/1/2033 | \$52,084,759 | | \$48,182,165 | \$131,552,835 | \$179,735,000 |
| | | Series D-1 Qualified School Construction Bonds | 6/24/2010 | 8/1/2024 | \$25,000,000 | | \$25,000,000 | \$2,250,087 | \$27,250,087 |
| | | Series D-2 Capital Appreciation Bonds | 6/24/2010 | 8/1/2036 | \$2,499,949 | | \$2,499,949 | \$31,320,051 | \$33,820,000 |
| | | 2014 Refunding Bonds | 8/13/2014 | 8/1/2035 | \$54,775,000 | | \$49,185,000 | \$23,117,700 | \$72,302,700 |
| | | 2016 Refunding Series A | 3/15/2016 | 8/1/2035 | \$65,940,000 | | \$62,055,000 | \$35,945,963 | \$98,000,963 |
| | | 2017 Series A-1 Refunding Bonds | 9/6/2017 | 8/1/2027 | \$3,680,000 | | \$3,680,000 | \$914,800 | \$4,594,800 |
| | | 2017 Series A-2 Refunding Bonds | 9/6/2017 | 8/1/2034 | \$55,800,000 | | \$55,800,000 | \$28,160,826 | \$83,960,826 |
| | | 2018 Refunding Bonds | 5/10/2018 | 8/1/2031 | \$9,565,000 | | \$9,275,000 | \$2,434,211 | \$11,709,211 |
| | | | | | \$322,409,709 | \$77,590,292 | \$299,777,115 | \$271,392,473 | \$571,169,587 |
| 2010 Msr D | \$380,000,000 | Series A | 11/22/2011 | 8/1/2041 | \$79,000,000 | | \$3,320,000 | \$780,888 | \$4,100,888 |
| | | Series A-1 Qualified School Construction Bonds | 11/22/2011 | 8/1/2030 | \$21,000,000 | | \$21,000,000 | \$3,843,979 | \$24,843,979 |
| | | Series B | 10/31/2013 | 8/1/2045 | \$40,000,000 | | \$31,325,000 | \$33,337,019 | \$64,662,019 |
| | | Series C | 3/12/2015 | 8/1/2054 | \$50,000,000 | | \$47,980,000 | \$47,760,850 | \$95,740,850 |
| | | Series D | 3/15/2016 | 8/1/2054 | \$60,000,000 | | \$50,000,000 | \$48,344,863 | \$98,344,863 |
| | | 2018 Refunding Bonds | 5/10/2018 | 8/1/2041 | \$71,890,000 | | \$70,430,000 | \$50,108,621 | \$120,538,621 |
| | | Series E | 5/10/2018 | 8/1/2047 | \$65,000,000 | | \$65,000,000 | \$48,789,613 | \$113,789,613 |
| | | Series F | TBD | TBD | \$65,000,000 | | | | |
| | | | | | \$315,000,000 | \$65,000,000 | \$289,055,000 | \$232,965,831 | \$522,020,831 |
| 2012 Msr E | \$360,000,000 | Series A | 10/31/2013 | 8/1/2045 | \$85,000,000 | | \$71,000,000 | \$68,133,219 | \$139,133,219 |
| | | Series B | 3/12/2015 | 8/1/2054 | \$85,000,000 | | \$75,000,000 | \$84,138,550 | \$159,138,550 |
| | | Series C | 3/15/2016 | 8/1/2054 | \$65,000,000 | | \$52,500,000 | \$50,482,719 | \$102,982,719 |
| | | Series D | 5/10/2018 | 8/1/2047 | \$60,000,000 | | \$60,000,000 | \$45,043,663 | \$105,043,663 |
| | | Series E | TBD | TBD | \$65,000,000 | | | | |
| | | | | | \$295,000,000 | \$65,000,000 | \$258,500,000 | \$247,798,150 | \$506,298,150 |
| | \$1,630,000,000 | TOTAL | | | \$1,422,407,191 | \$207,592,809 | \$1,106,426,189 | \$1,016,884,687 | \$2,123,310,876 |