




**Southwestern Community College District
RFP 1415-142 Investment Banking and Underwriting Services**

Addendum No. 3
September 9, 2014



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Director of Procurement, Central Services
& Risk Management

9/9/2014
Date

Note

All documents remain unchanged except sections or parts added to, revised, deleted and clarified by this addendum.

This addendum consists of the District's responses to the Request for Information (RFI) received on or before the submission deadline of 2:00 PM on September 5, 2014.

Response to RFI's:

- 1) The RFP states there is a 15 page limit however, Section 2(b) on page 8 states we should limit our responses to no more than one page per question. Can we increase our response to a question if we shorten another, while we stay under 15 pages?

A) Yes, Answers may be tailored to not exceed the fifteen (15) pages limit.

- 2) Section 2(F) states "Provide four (three (3) current and three (3) previous) references."
Should that say six?

A) PROPOSAL FROM F – REFERENCES on page 24 of the RFP document requires a total of six (6) References from Proposers, three (3) current engagements and three (3) from past transactions.



- 3) Question 11 states assume a single financing of \$30 million, however, form D states \$32MM in the body of Form D and \$31 on the title, which one should we assume?

A) Please assume a \$32 million refunding issuance.

- 4) Can we submit a CD in lieu of a USB flash drive per the Hard copy submission requirements?

A) Yes, a CD may be submitted in lieu a USB flash drive.

- 5) Do we need to submit fees for the \$95MM New money piece too or only the ~\$30MM refunding?

A) Please submit the anticipated fees for a \$95 million new money issuance in 2015.

- 6) Section 4.d. of the above-referenced RFP requires members of the underwriting team to provide a completed Form 700. The FPPC's Reference Pamphlet on Form 700, dated December 2013, states "In addition, certain consultants to public agencies may qualify as public officials because they make, participate in making, or act in a staff capacity for governmental decisions." An underwriter is engaged as an arm's-length counterparty on a commercial transaction, not as a "consultant" within the meaning of the California Code of Regulations, since an underwriter would not make governmental decisions and would not act in a staff capacity. Please advise whether the District would reconsider requiring Form 700 from underwriters selected pursuant to this RFP.

A) The District is considering this request and will make determinations on this at the time of contract negotiations.



- 7) It is customary to rely on the Bond Purchase Agreement as the agreement between an Issuer and an Underwriter. The Sample Agreement includes several provisions that are not found in a Bond Purchase Agreement. Are there provisions of the Sample Agreement the District will not consider amending or deleting? If so, please disclose which sections of the Sample Agreement are non-negotiable from the District's perspective?

A) It is the District's intent to award a contract to one or more firms and will negotiate such contract as a document apart from the Bond Purchase Agreement. Please submit your major exceptions to the Sample Agreement as part of the RFP submissions for District review.

=====END OF DOCUMENT=====