

**CITY OF SAN ANTONIO**

FINANCE DEPARTMENT



**REQUEST FOR QUALIFICATIONS  
("RFQ")**

for

FINANCIAL UNDERWRITING SERVICES

RFQ-016-085

Release Date: June 27, 2016  
Proposals Due: July 29, 2016

**This solicitation has been identified as High-Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist or consultant retained to assist in seeking contract.

**A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.**

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## 003 – BACKGROUND

The City of San Antonio, Texas Finance Department (the “City”) is requesting qualifications from qualified firms to establish a financial underwriting pool comprised of firms to be utilized for the selection of underwriting syndicates for financial transactions effectuated by the City over the term of the pool. The selection of a Financial Underwriting Pool (“Pool”) will be in effect from the date of selection on or about October 1, 2016 through a date on or about September 30, 2019. The City shall have the option to extend the term of the Pool for up to two (2) additional one (1) year terms.

The City reserves the right to determine, in its sole, unfettered discretion, the special financings (if any) for which the underwriting syndicate will not be selected out of the Pool. The City reserves the right, in its sole and absolute discretion, to dismiss from the Pool or selected underwriting syndicate any member for any reason at any time. Submission of a response to this Request for Qualifications (“RFQ”) shall constitute the acknowledgment and acceptance of the Respondent to all of the terms herein.

The City, in its sole, unfettered discretion, shall select other members of the financing teams, including but not limited to bond counsel, financial advisors, and if required, special tax consultants. Underwriters’ counsel will be selected by the senior managing underwriter. All members of the financing team shall structure financings that are in the best interests of the City.

This RFQ represents a competitive process, which will facilitate a fair opportunity for qualified Firms to offer their services for consideration. This competitive RFQ process will provide the City with the flexibility to select the Firms whose proposals are deemed most advantageous for the City.

The City may undertake various types of financings during the term of the proposed financial underwriting pool for which Financial Underwriting Services would be required. The purpose of this RFQ is to establish parameters within which the Firms are to provide Financial Underwriting Services.

Types of financings that may be effectuated include, but are not limited to:

- General Obligation Bonds
- Certificates of Obligation
- Tax Notes
- Municipal Facilities Corporation Lease Revenue Bonds
- Airport System Improvement Revenue Bonds
- Airport Passenger Facility Charge Revenue Bonds
- Airport Customer Facility Charge Revenue Bonds
- Airport Special Facilities Revenue Bonds
- Municipal Drainage Utility System Revenue Bonds
- Municipal Facilities Corporation Bonds
- Public Property Finance Contractual Obligations
- Public Facilities Corporation Bonds
- Revenue Bonds

The City has various financing needs for infrastructure construction and improvements. A portion of the infrastructure capital improvements is financed with general obligation bonds, with smaller projects funded with proceeds from certificates of obligation and tax notes. On May 12, 2012, the citizens of San Antonio voted to authorize the issuance of \$596,000,000 of ad valorem tax-supported debt. The first, second, third and fourth installments of general obligation bonds, totaling \$538,218,998, have been sold, and the remaining \$53,781,002 is scheduled to be sold in fiscal year 2016. The City is planning for a 2017 Bond Authorization for approximately \$750,000,000, which is expected to be presented to the voters in May 2017.

As of September 30, 2015, the City’s outstanding general obligation debt was \$1,595,530,000, which was comprised of \$1,265,905,000 in General Obligation Bonds, \$250,360,000 in Certificates of Obligation, \$26,610,000 in Tax Notes, \$8,835,000 in Public Property Finance Contractual Obligations, and \$43,820,000 in Taxable Certificates of Obligation.

As of September 30, 2015, the City’s outstanding revenue bonds were: Airport System Revenue Bonds in the aggregate principal amount of \$221,770,000; Passenger Facility Charge and Subordinate Lien Airport System Revenue Improvement Bonds in the aggregate principal amount of \$143,210,000; Taxable Customer Facility Charge Revenue Bonds in the aggregate principal amount of \$123,900,000; Municipal Drainage Utility System Revenue Bonds in the aggregate principal amount of \$67,820,000; and Starbright Industrial Development Corporation Contract Revenue Bonds in the aggregate principal amount of \$20,890,000.

As of September 30, 2015, the City's outstanding Taxable Revenue Notes were in the aggregate principal amount of \$15,725,000.

As of September 30, 2015, the City's outstanding Lease Revenue Bonds were \$581,688,642, which was comprised of \$31,315,000 in Municipal Facilities Corporation, and \$550,373,642 in Public Facilities Corporation.

"Financial Underwriting Services," as used herein, shall refer to all those services outlined below in Section 004, Scope of Services below.

#### **004 - SCOPE OF SERVICES**

The City, from time to time, will consider the utilization of various types of debt including, but not limited to, general obligation bonds, certificates of obligation, tax notes, commercial paper, revenue bonds, conduit financings including, but not limited to, housing, education, healthcare, economic development, and other types of financings, which will facilitate the most effective, efficient, and the most cost-effective method of financing projects.

Among other things, the Underwriter(s) will be required to provide professional services and perform the duties normally expected of such firms, which are generally described below.

- A. Senior Managing Underwriter. The services to be provided by a senior managing underwriter shall include, but not be limited to, the following:
1. Develop the structure and overall marketing strategy on a debt transaction to which the Underwriter(s) has been assigned and coordinate with the City, bond counsel, financial advisors, rating agencies, trustees, and other professionals involved in the transaction.
  2. Manage the underwriting team assigned by the City.
  3. Assist in the preparation of an Official Statement or Prospectus containing official data and other information of the nature and to the extent ordinarily required in the offering of obligations, all of which is to be furnished to prospective purchasers.
  4. Advise the City of current bond market conditions, forthcoming bond issues and other general information and economic data that might normally be expected to influence interest rates or pricing conditions, so that the date for the sale of any obligations in the open market can be set at a time which is viewed to be most favorable.
  5. Collect price views from co-managing underwriters and coordinate conference calls and various other communications with the City and financial advisors including, but not limited to, market updates and pre-pricing calls.
  6. Assist the City with the sale and delivery of bonds and/or certificates, or other debt instruments.
  7. Prepare a pricing book summarizing the market conditions, orders, and, allotments of bonds and terms of final sale.
  8. Direct underwriters' counsel on matters in order to comply with various policies and/or directives as prescribed by the City and work with financial advisors, bond counsel, and others necessary to comply with state, federal, and local requirements associated with various documents developed as part of any financing.
  9. Provide the City and financial advisors with any other information deemed necessary, including post-pricing monitoring of trades, calculations associated with make-whole call provisions, and other related financial calculations as the City deems necessary.
- B. Co-Managing Underwriter. The services to be provided by a co-managing underwriter shall include, but not be limited to, the following:
1. Assist the senior managing underwriter in providing the primary and secondary market support in the form of market orders based on the priority of orders for the City's financing transactions.

2. Assist the senior managing underwriter in providing the analyses of market conditions and advise the City with regard to market timing and development of a marketing plan for the bonds.
  3. Assist the City with the sale and delivery of bonds and/or certificates, or other debt instruments.
- C. Other Services. Other Services to be provided by firms in the Pool include services related to the issuance of variable rate debt, commercial paper, and other underwriting services.

## **005 - ADDITIONAL REQUIREMENTS**

### Intellectual Property

If selected, Firm agrees to abide by the following regarding intellectual property rights:

Firm shall pay all royalties and licensing fees. Firm shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Firm has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Firm will immediately:

Either:

- Obtain, at Firm's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Firm further agrees to:

- Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

- Firm is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Firm agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- the Software or the equipment is used by the City in the form, state, or condition as delivered by Firm or as modified without the permission of Firm, so long as such modification is not the source of the infringement claim,
- the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Firm with written notice within fifteen (15) days following the formal assertion of any claim with respect to which the City asserts that Firm assumes responsibility under this section.

## Ownership and Licenses.

In accordance with Texas law, Firm acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Firm shall be the subject of any copyright or proprietary claim by Firm.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Firm acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by this RFQ, will belong to and be the property of City. Firm will be required to turn over to City all such records as required. Firm shall not, under any circumstances, release any records to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Firm, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

### **006 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at Riverview Towers, 111 Soledad Street, 11th Floor, San Antonio, Texas 78205 at 1:00 p.m., Central Time, on July 13, 2016. Firms are encouraged to prepare and submit their questions in writing two (2) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Firms that are not able to attend in person may participate by Conference Call. Firms may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-877-226-9790  
Access Code: 4511640

This meeting place is accessible to disabled persons. The Riverview Towers location is wheelchair accessible. The accessible entrance is located at Riverview Towers, 111 Soledad Street, 11th Floor, San Antonio, Texas 78205. Accessible parking spaces are located in the Rand Parking Garage next to Riverview Towers. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least forty-eight (48) hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Firms are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

### **007 - TERM OF THE FINANCIAL UNDERWRITING POOL**

The selection of the Pool will be in effect from the date of selection on or about October 1, 2016 through a date on or about September 30, 2019, with the City's option to renew for two (2) additional, one (1) year periods under the same terms and conditions. It is at the sole discretion and option of the City to exercise its right to renew or extend the Pool. An election by the City not to renew the Financial Underwriting Pool shall require no action or notification by the City to the firms in the Financial Underwriting Pool.

### **008 - RFQ REQUIREMENTS**

Firm's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. (1) **COMPLETE** original, signed in ink, **eight (8)** hardcopies WITH ONLY TABS and documents for

FIRM EXPERIENCE, BACKGROUND AND QUALIFICATIONS; PROPOSED PLAN; etc. (**NO SBEDA, LPP, OR VOSB IS TO BE INCLUDED**), and one (1) copy of the proposal on compact disk (CD) or portable USB drive containing a searchable Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

- A. TABLE OF CONTENTS.
- B. EXECUTIVE SUMMARY. The summary shall include a statement of work to be accomplished, how the firm proposes to accomplish and perform each specific service and unique problems perceived by the firm and their solutions to include measurable performance goals for the scope performed.
- C. EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFQ as Attachment A, Part One.
- D. PROPOSED PLAN. Use the Form found in this RFQ as Attachment A, Part Two.
- E. CONTRACTS DISCLOSURE FORM. Use the Form in RFQ Attachment C, which is posted separately or Firm may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

- F. LITIGATION DISCLOSURE. Complete and submit RFQ Attachment D, Litigation Disclosure Form.
- G. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit all SBEDA form(s), found in this RFQ as Attachment E.
- H. LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP Identification Form found in this RFQ as Attachment F.
- I. VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign and submit form found in this RFQ as Attachment G.
- J. FINANCIAL INFORMATION. Audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.
- K. SIGNATURE PAGE. Firm must complete, sign, and submit the Signature Page found in RFQ Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the Proposal.
- L. PROPOSAL CHECKLIST. Complete and submit the RFQ Checklist found in RFQ Attachment I.

Firm is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE RFQ REQUIREMENTS MAY RESULT IN THE FIRM'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

### **009 - CHANGES TO RFQ**

Changes to the RFQ made prior to the due date for proposals shall be made by issuing Addendums. It is Firm's responsibility to check for Addendums until the proposal due date. City will assume that all Firms have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify, otherwise change, or affect the terms, conditions or specifications stated in the RFQ.

## 010 - SUBMISSION OF PROPOSALS

All proposals must be submitted in hard copy format only.

Submission of Hardcopy Proposals. Firm shall submit one (1) **COMPLETE** original, signed in ink, **eight (8)** hardcopies WITH ONLY TABS and documents for FIRM EXPERIENCE, BACKGROUND AND QUALIFICATIONS; PROPOSED PLAN; etc. (**NO SBEDA, LPP, OR VOSB IS TO BE INCLUDED**), and **one (1)** copy of the proposal on compact disk (CD) or portable USB drive containing a searchable Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Finance - Financial Underwriting Services**," on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFQ number and title of the solicitation shall be marked on the outside of the package. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Central Time, on Friday, July 29, 2016** at the address below. Any proposal or modification received after this time on that date shall not be considered, and will be returned, unopened, to the Firm. Firms should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Firms should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk  
Attn: "**Finance – RFQ for Financial Underwriting Services**"  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk  
Attn: "**Finance – RFQ for Financial Underwriting Services**"  
100 Military Plaza  
1st Floor, City Hall  
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single-spaced, and submitted on 8 ½" x 11" white paper. All hard copy proposals are limited to a maximum of twenty (20) pages, exclusive of requirements E-L as stated in the RFQ Section 008, RFQ Requirements, and must be stapled. Please do not submit spiral bound, GBC bound, or three-ring binders, nor printed brochures, pamphlets or informational items. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hardcopy submissions, printed two sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFQ Section 008, RFQ Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For modified proposals, provide a cover letter with the proposal indicating it is a modified proposal and that the original proposal is being withdrawn. City shall not be responsible for lost or misdirected proposals and modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services. No nicknames, abbreviations (unless part of the legal title), shortened, or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name. Firms that submit proposals to this RFQ shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the Financial Underwriting Pool, if any). No nicknames, abbreviations (unless part

of the legal title), shortened or shorthand, or local “handles” will be accepted in lieu of the full, true, and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Firms and Limited Liability Company Firms shall include the 11-digit Comptroller’s Taxpayer Number on the General Information form found in this RFQ as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity in the RFQ Attachment A, the Director of Finance shall have the discretion, at any point in the process, to suspend consideration of the proposal.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed confidential by the Firm should be clearly noted; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed confidential by the Firm may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Firm that is associated with the preparation of the Proposal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by the Firm.

### 011 - RESTRICTIONS ON COMMUNICATION

Firms are prohibited from communicating with: 1) elected City officials and their staff regarding the RFQ or proposals from the time the RFQ has been released until the selection of the Pool is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the Pool has been approved by City Council. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Firm. Violation of this provision by Firm and/or its agent may lead to disqualification of Firm’s proposal from consideration. This prohibition **does not** apply to communications with a City officer or employee regarding normal City business between the Firm and the City that is **not** concerned with or related to this RFQ or a proposal to be submitted in response to it.

Exceptions to the Restrictions on Communication with City employees include the following:

Firms may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.

Firms may submit written questions concerning this RFQ to the Staff Contact Person listed below until **2:00 p.m., Central Time, on July 15, 2016**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Debra Light, Procurement Specialist 3  
City of San Antonio, Finance Department – Purchasing Division  
Debra.light@sanantonio.gov

Questions submitted and the City’s responses will be posted with this solicitation.

Firms may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Firms shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Exceptions to the Restrictions on Communication with City employees include:

Firms and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Gus Loeffelholz. Gus may be reached by telephone at (210) 207-3910 or by e-mail to: Gus.Loeffelholz@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation after the solicitation closing date.*

Upon completion of the evaluation process, Firms shall receive a notification letter indicating the recommended firm(s), anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Firm to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by the Firm of this section.

## 012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some, or none of the Firms for interviews. If the City elects to conduct interviews, Firms may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Firms at any time prior to final approval of a selected Firm. The City reserves the right to select one (1) or more, or none of the Firms to provide services. Final approval of a selected Firm(s) is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

Firm Experience, Background, Qualifications (**20 points**)

Proposed Plan:

Personnel Experience, Background, Qualifications:

Lead Banker Experience (**15 points**)

Lead Trading Desk Personnel Expertise (**10 points**)

Other Financial Underwriting Services (**10 points**)

Proposed Plan for Securities Marketing and Distribution (**10 points**)

Small Business Economic Development Advocacy Program (SBEDA):

**SBE Prime Contract Program (10 points)**

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least fifty-one percent (51%) SBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria percentage points, **and**

**M/WBE Prime Contract Program (10 points)**

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least fifty-one percent (51%) M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE or non-M/WBE Prime Contractors through subcontracting to certified SBE or M/WBE firms.

Local Preference (LPP) Ordinance (**up to 10 points**)

Ten (10) evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio City limits,

**OR;**

Five (5) evaluation points for a business with an office within the incorporated limits of the City, which has been established for one (1) year or more, from which at least 100 of its employees OR at least twenty percent (20%) of its total full-time, part time, and contract employees are regularly based, and from which a substantial role in the

business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

Veteran-Owned Small Business (VOSB) Preference Program (5 points)

**013 – SELECTION OF UNDERWRITERS AND RESERVATION OF RIGHTS**

City reserves the right to select one (1), more than one (1) or no Respondents for the Pool in response to this RFQ.

Selection to the Pool will be awarded to the Firm(s) whose proposals are deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any proposal completely or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of Firm(s) is subject to City Council approval.

City reserves the right to accept one (1) or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.

This RFQ does not commit City to award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal in response to this RFQ. Selection of Firm(s) to be part of the Pool does not constitute either a guarantee by City or an entitlement to the Firm(s) that the Firm(s) will be included in any underwriting syndicate(s) to be designated by City during the term of the Pool. Firm(s) should have no expectation of inclusion in any underwriting team(s) as the result of being selected to be part of the Pool. The City reserves the right to request additional information from selected Firm(s) relative to specific transactions for the purpose of assembling underwriting syndicates.

If selected, Firm will be required to comply with the Indemnification Requirements established herein.

Conflicts of Interest. Firm acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land, materials, supplies, or service if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child, or spouse; a business entity in which he or his parent, child, or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a sub Firm on a City contract, a partner, or a parent or subsidiary business entity.

Firm is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

Independent Firm. Firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with the Pool are and shall be deemed to be independent firms, responsible for their respective acts or omissions, and that the City shall in no way be responsible for Firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

**Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.**

#### 014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFQ:

RFQ Release Date	June 27, 2016
Pre-Submittal Conference	July 13, 2016
Final Questions Accepted	July 15, 2016
Proposals Due	July 29, 2016 at 11:00 a.m.
Anticipated City Council Approval	September 29, 2016
Anticipated Effective Date of Selection	October 3, 2016

## 015 - RFQ EXHIBITS

### RFQ EXHIBIT 1

#### SBEDA ORDINANCE COMPLIANCE PROVISIONS

##### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

##### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

##### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To

determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function 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 meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and/or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

#### **D. SBEDA Program Compliance – General Provisions**

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor/Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor/Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor/Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

#### E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm; **and**

**M/WBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

## **RFQ EXHIBIT 2**

### **LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE**

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013 and which was amended by Ordinance No. 2013-12-05-0865 and applicable to solicitations issued after December 15, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

### **RFQ EXHIBIT 3**

#### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Firm must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

016 - RFQ ATTACHMENTS

RFQ ATTACHMENT A, PART ONE

**FIRM EXPERIENCE, BACKGROUND, AND QUALIFICATIONS**

1. **Firm Information:** Provide the following information regarding the Firm.

Firm Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear in the Financial Underwriting Pool, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Firm.

- Individual or Sole Proprietorship. If checked, list Assumed Name, if any: \_\_\_\_\_
- Partnership
- Corporation If checked, check one:  For-Profit  Nonprofit  
Also, check one:  Domestic  Foreign
- Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

(NOTE: This RFQ solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Firm must provide the name of person that will sign the contract for the Firm, if awarded.)

Provide any other names under which Firm has operated within the last ten (10) years and length of time under for each:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

Briefly describe other lines of business that the company is directly or indirectly affiliated with: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Contact Information:** List the one (1) person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

- 3.** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_ No \_\_\_

- 4.** Is Firm authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

- 5.** Where is the Firm's corporate headquarters located? \_\_\_\_\_

- 6.** Local/County Operation: Does the Firm have an office located in San Antonio, Texas?

Yes \_\_\_ No \_\_\_ If "Yes", respond to a and b below:

a. How long has the Firm conducted business from its San Antonio office?

Years \_\_\_ Months \_\_\_

b. State the number of full-time employees at the San Antonio office. \_\_\_\_\_

If "No", indicate if Firm has an office located within Bexar County, Texas:

Yes \_\_\_ No \_\_\_ If "Yes", respond to c and d below:

c. How long has the Firm conducted business from its Bexar County office?

Years \_\_\_ Months \_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

**7. Capital Structure:** Provide a brief description of the Firm's capital structure to include:

- a. Total Capital
- b. Total Equity Capital
- c. Net Capital
- d. Total Excess Net Capital
- e. Leverage Ratio

**8. Debarment/Suspension Information:** Has the Firm or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_ No \_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**9. Surety Information:** Has the Firm ever had a bond or surety canceled or forfeited?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**10. Bankruptcy Information:** Has the Firm ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**11. Disciplinary Action:** Has the Firm ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**12. Previous Contracts:**

- a. Has the Firm ever failed to complete any contract awarded?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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13. Explain changes that have occurred within Firm over the last three (3) years regarding staffing, capital, organizational structure, as well as future changes you expect may occur and any continuing on-going effects, which could impact your ability to perform during the term of the Financial Underwriting Pool.

**14. Public Finance Experience:**

- a. Describe Firm's experience, expertise, and capabilities with respect to planning, structuring, and execution.
- b. Discuss Firm's approach to minimizing coupon premiums after the call and the effect of such approach on demand vs. True Interest Cost.
- c. Utilizing the following format, provide a list of six (6) transactions within the past twelve (12) months for which Firm served as Senior Manager:

Issue	Issue Size	Number of Managers in Syndicate	Total Underwriters' Discount <sup>(1)</sup>	% Discount Paid Co-Managers <sup>(2)</sup>	% Discount Paid SBEDA Firms <sup>(3)</sup>
1.					
2.					
3.					
4.					
5.					
6.					

(1) Represents total dollar value of underwriters' discount.  
 (2) Represents the allocation of all economics of the transaction: management fee, takedowns, designations, etc. paid to all Co-managers.  
 (3) Represents the allocation of all economics of the transaction: management fee, takedowns, designations, etc. paid to SBEDA Co-managers (SBEDA as defined in Exhibit 1).

- d. Provide three (3) examples of where the Firm has recognized Member orders in the absence of Priority orders to solidify pricing.

- e. Utilizing the following format, provide information on your performance as a Co-Manager for at least three (3) City of San Antonio transactions. If your firm has not been a part of the City's Underwriting Pool or a Co-Manager on recent transactions, please provide the information for relevant transactions in the State of Texas:

Issue	Issue Size	Lead Manager	Firm's Liability %	Total Orders Submitted (in thousands)	Total Bonds Allocated (in thousands)
1.					
2.					
3.					

- f. Provide three (3) examples of where the Firm has supported a transaction as Co-Manager early in the order period and the resulting effect such support had on solidifying final price.
- g. Describe at least three (3) transactions within the last year in which your firm was a part of a syndicate that underwrote bonds for the benefit of the issuer and the circumstances, including but not limited to the amount of capital committed and market conditions for utilizing the firm's capital.

**REFERENCES**

Provide three (3) references, which Firm is providing services to currently and are preferably from the local government sector. At a minimum, the following information must be included:

- a. Firm/company name
- b. Contact name and title
- c. Address
- d. Telephone number and email
- e. Type of service(s) provided

The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**RFQ ATTACHMENT A, PART TWO**

**PROPOSED PLAN**

**A. Personnel Background, Experience, Availability, and Qualifications**

1. Lead Banker Experience:

- a. Identify the Lead Banker for the Firm who would be involved in potential engagements with the City and provide contact information in the following format:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- b. Provide a brief biography of Lead Banker to include background, years with Firm, experience, expertise, and capabilities specific to providing the services as described in the Scope of Services. If Lead Banker(s) varies by type of transaction, indicate accordingly.
- c. Provide a brief summary describing a complex transaction or combination of transactions in which the Lead Banker provided expertise which could be utilized and applied to the City's potential future transactions.
- d. For each banker identified, give office location and provide a statement of availability to the City, and whether or not such individuals have the capacity to commit the capital of Firm.
- e. Provide experience and qualifications for other key staff who would be involved in potential engagements with the City.
- f. Describe how Lead Banker will stay engaged and service the City on an ongoing basis through the term of the Financial Underwriting Pool.

2. Underwriting Expertise:

- a. Identify the Head of Underwriting for the Firm.
- b. Identify the Lead Underwriter for the Firm who would be involved in potential engagements with the City and provide contact information in the following format:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- c. Provide a brief biography to include background, experience, expertise and capabilities specific to the pricing of securities for the City under potential engagements under this RFQ. Include how long the Lead Underwriter has been with the Firm.
- d. Provide the city and state in which bonds will be priced.

3. Other Financial Underwriting Services:

- a. Identify the Support Staff, to include specialty bankers, for the Firm who would be involved in potential engagements with the City and provide contact information in the following format:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

- b. Provide a brief biography to include background, experience, expertise and capabilities specific to providing the services as described in the Scope of Services.
- c. Provide any other information that your team may deem applicable to the Financial Underwriting Services that the City may utilize but has not been directly requested in this RFQ.

**B. Proposed Plan for Securities Marketing and Distribution**

1. Provide a complete list of all institutional and retail sales offices and their locations.
2. Provide a list of institutional sales professionals dedicated to municipal bonds.
3. Describe Firm's strategy to market and distribute securities, including retail and institutional and including specific Investor Tier classes.
4. Describe what distinguishes the ability of the Firm from that of its competitors to price and market the City's debt.
5. List specific recommendations to improve the marketing and pricing of the City's debt.
6. Provide Firm's years of experience selling San Antonio area obligations in the primary and secondary markets. Indicate specific transactions.

**RFQ ATTACHMENT B**

**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**RFQ ATTACHMENT C**

**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_ No \_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_ No \_\_\_

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

**RFQ ATTACHMENT D**

**SBEDA FORM**

(Posted as a separate document.)

**RFQ ATTACHMENT E**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

(Posted as a separate document.)

**RFQ ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM**

(Posted as a separate document.)

**RFQ ATTACHMENT G**

**SIGNATURE PAGE**

Firm must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Firm represents that:

If Firm is a corporation, Firm will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a place in the Financial Underwriting Pool in response to this RFQ, Firm will be able and willing to comply with all representations made by Firm in Firm's proposal and during Proposal process.

Firm has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Firm agrees to fully and truthfully submit RFQ Attachment A form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract – or any other person acting on behalf of such a person or entity – from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFQ.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

\_\_\_\_\_  
Firm Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RFQ ATTACHMENT H**

**PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Firm Experience, Background, and Qualifications RFQ Attachment A, Part One	
Proposed Plan RFQ Attachment A, Part Two	
Contracts Disclosure Form RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
SBEDA Form * RFQ Attachment D; and Associated Certificates, if applicable	
Local Preference Program (LPP) Identification Form RFQ Attachment E	
Veteran-Owned Small Business Preference Program Identification Form RFQ Attachment F	
Financial Information	
Signature Page * RFQ Attachment G	
RFQ Proposal Checklist RFQ Attachment H	
One (1) original, <b>eight (8)</b> hard copies <b>WITH ONLY TABS and documents for Firm Experience, Background, Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB TO BE INCLUDED)</b> and one (1) CD or portable USB drive of entire proposal in PDF format.	

\* Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.