

CITY OF FORT WORTH
FINANCIAL MANAGEMENT SERVICES DEPARTMENT



REQUEST FOR QUALIFICATIONS
For
FINANCIAL ADVISOR SERVICES

Release Date: Tuesday, September 22, 2021
Proposals Due: Friday, October 20, 2021
(Refer to Section VI for a complete Schedule of Events)

SECTION I

GENERAL INFORMATION FOR VENDORS

PURPOSE AND BACKGROUND

The City of Fort Worth, Texas Finance Department (the “City”) is soliciting proposals from qualified firms (hereinafter “Proposer(s)” or “Financial Advisor(s)” or “FA”) to provide Financial Advisor Services to assist the City in the management of its debt program and the design and issuance of debt obligations such as bonds, certificates, tax notes, and other financial instruments as may be required. Financial Advisor Services include, but are not limited to, quantitative analysis, evaluation and presentation of financing options, provision of timely credit market information, preparation of offering documents, advice and assistance with the issuance, sale and delivery of debt instruments, as well as, attending meetings and the provision of ongoing services after the successful delivery of a debt issuance.

The City currently has a Co-Financial Advisor structure with one firm serving as the lead advisor and an independent, certified Business Equity Firm serving as the co-advisor. The FA fee is split with the lead advisor being entitled to 65% of the fee and the co-advisor being entitled to the remaining 35%. Both firms participate in this manner on all debt issuances and financial activities.

This Request for Qualifications (“RFQ”) represents a competitive process which will facilitate a fair opportunity for qualified Firm(s) to offer their services for consideration. This competitive RFQ process will provide the City the flexibility to select the Firm(s) whose proposal(s) is (are) deemed most advantageous for the City and to negotiate with such Firm(s) to arrive at a mutually agreeable contract(s).

“Financial Advisor Services”, as used herein, shall refer to all those services outlined in Section II, Scope of Service.

The City may undertake various types of financings during the term of the proposed contract for which Financial Advisor Services would be required. The purpose of this RFQ is to establish parameters within which the Firm(s) is (are) to provide Financial Advisor Services. The City reserves the right to select:

- A. A Firm that would serve as Financial Advisor on all the City’s financings, and may or may not be teamed with another (other) Firm(s) that serves (serve) as Co-Financial Advisor for various financings;
- B. Firms that would serve as Co-Financial Advisors for financings undertaken by the City; or
- C. Different Firms or teams of Firms to serve as Financial Advisor or Co-Financial Advisors for one (1) or more types of financing.

Firm(s) must submit separate proposals. The City reserves the right to select and appoint a Financial Advisor, Co-Financial Advisors, and/or a team or teams of Financial Advisors at its sole

discretion. The City is seeking separate and complete proposals for each unit that is proposing to provide financial advisor services – whether that unit is a single firm acting individually or a combination of multiple firms acting as co-advisors or a team. If, for example, an MBE firm wishes to submit as a participant on two different teams of proposers, that MBE firm would need to submit its information separately as part of each team’s proposal for providing services. The City further reserves the right to negotiate in the future, during the term of the proposed contract, with one (1) or more of the firms that have submitted a proposal to provide Financial Advisor Services for specific financings that are new, unique, or have not yet been taken under consideration by the City.

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

- General Obligation Bonds
- Combination Tax and Revenue Certificates of Obligation
- Tax Notes
- Water & Sewer System Revenue Bonds
- Municipal Drainage Utility System Revenue Bonds
- Parking System Revenue Bonds
- Special Tax Revenue Bonds
- Public Improvement Districts – Special Assessment Revenue Bonds
- Airport System Revenue Improvement Bonds
- Convention Center Expansion Revenue Bonds
- Lease-Lease Back Financing
- Pension Obligation Bonds
- Tax Increment Financing
- Lease/Purchase Financing
- Clean Renewable Energy Bonds
- Other Types of Financings:
 - Interest Rate Exchange Transactions
 - Variable Rate Demand Bonds
 - Tax-Exempt Commercial Paper

Fort Worth, seat of Tarrant County, Texas, is located in Tarrant, Denton, Parker, Johnson and Wise Counties in North Central Texas. Situated on the Trinity River, Fort Worth is approximately 75 miles south of the Oklahoma state line and 270 miles northwest of the Gulf of Mexico. The city is a cultural gateway into the American West and covers nearly 345 square miles.

Fort Worth was established as a frontier army post in 1849 by Major Ripley Arnold and named after General William Jenkins Worth, who distinguished himself in the War with Mexico. The outpost became a stopping place on the famous Old Chisholm Trail and a shipping point for the great herds of Longhorn cattle being driven to northern markets. City leadership brought the first of nine railroads to Fort Worth in 1876 and with the subsequent West Texas oil boom, guided the City into a metropolitan county of more than 1.8 million people. Fort Worth’s economy has always been associated with cattle, oil, finance and manufacturing. Since World War II, Fort Worth has also become an aerospace, education, high-tech, transportation and industry service center.

Fort Worth operates under the Council-Manager form of Municipal Government. A Mayor chosen at-large by popular vote and an eight-member, single-district council are elected to two-year terms. In turn, the Mayor and City Council appoint the City Manager who is the Chief Administrative and Executive Officer of the City. The City Council is also responsible for the appointment of the City Attorney, Municipal Judges, the City Secretary and the City Auditor.

PROPOSAL SUBMISSION

Proposals must be submitted electronically via email to Charissa Williams at charissa.williams@fortworthtexas.gov by 10 a.m. on the deadline as specified in Section VI. Alternatively, proposals can be submitted on a USB flash drive and delivered to:

City of Fort Worth
Financial Management Services Department, 3rd Floor
Attn: Charissa Williams
200 Texas Street
Fort Worth, Texas 76102

Any proposal received after the deadline specified above will not be considered.

RFQ QUESTIONS

Questions concerning this RFQ should be directed to Charissa Williams at charissa.williams@fortworthtexas.gov. The deadline for RFQ questions is 5 p.m. CST on the date as specified in Section VI.

The City will publish a consolidated response to all questions received on the City's website at <https://www.fortworthtexas.gov/departments/finance/purchasing/bids-current>.

LAWS AND REGULATIONS

All applicable federal and state laws, City policies and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

TAX EXEMPTION

The City of Fort Worth is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this RFQ.

CERTIFICATE OF INTERESTED PARTIES FORM 1295

The successful proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the contact listed in the solicitation before the contract shall be presented to the City Council. The form be completed at <https://www.ethics.state.tx.us/filinginfo/1295/>

ERRORS OR OMISSIONS

The Proposer shall not be allowed to take advantage of any errors or omissions in this RFQ. Where errors or omissions appear in this RFQ, the Proposer shall promptly notify the City of Fort Worth Treasury Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFQ are to be reported no later than ten (10) days before time for the RFQ response is to be submitted.

WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time prior to the RFQ submission deadline, upon presentation of acceptable identification as a representative of such company.

COSTS INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFQ or any oral presentation required to supplement and/or clarify Proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Fort Worth's endorsement of the successful Proposer's services.

UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFQ with members of the RFQ evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, the Diversity and Inclusion Department, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFQ evaluation, interview, or selection panels, City staff or City's Contractor(s), or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractor(s) regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFQ. The clause does not prohibit communication, whether oral or written, between the City and existing vendors that is necessary to conduct relevant City business, provided however, that any such communications may not, directly or indirectly, address the subject of this procurement.

PROPRIETARY INFORMATION

If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

Proposers are advised that the City, to the extent permitted by law, shall protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFQ process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met shall not be decided by the City of Fort Worth, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City shall notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City shall not make a request of the Attorney General.

DISCLOSURE REQUIREMENTS

Proposer must disclose to the City any material legal or disciplinary events that may be material to the City's evaluation of the Proposer or the integrity of the Proposer's management or advisory personnel.

INSURANCE REQUIREMENTS

The following minimum coverage limits apply to this engagement:

Commercial General Liability not less than:

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Automobile Liability not less than:

\$1,000,000 Each accident on a combined single limit basis

Workers' Compensation – Statutory limits or as permitted by law

Professional Liability (Errors & Omissions) – The firm shall maintain Professional Liability (Errors & Omissions) insurance in the amount of \$1,000,000 per claim and \$2,000,000 aggregate limit.

Certificates of Insurance evidencing that Firm has obtained all required insurance shall be delivered to City prior to Firm proceeding with any work. All policies except Professional Liability shall be endorsed to include a Waiver of Subrogation on behalf of the City. The term City shall include its employees, officers, officials, agents, and volunteers in respect to the contracted services.

SECTION II:

SERVICE REQUIREMENTS INFORMATION FOR VENDORS:

SCOPE OF SERVICE:

A. FINANCIAL PLANNING

On at least a quarterly basis, or more frequently as requested by the City, the Financial Advisor shall provide the following information to Issuer: ("Debt Instruments" shall mean certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer).

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.
2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.
3. Recommendations for Debt Instruments. Assist and advise in debt structuring and/or restructuring decisions. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Issuer of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.
5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FA will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.
6. Non-Debt Related Activities:
 - a. Develop new financing program alternatives and determine their impact on the City;
 - b. Provide general advice on tax issues, particularly compliance with respect to arbitrage rebate, but not including any arbitrage rebate calculations;
 - c. Develop financial analysis programs and computer models to be used in conjunction with the City's financing program(s) using software and hardware compatible with the City's computer system;
 - d. Establish and maintain automated interface to include full compatibility to transmit information and data via Internet, high speed modem, diskette, and other electronic media, including fax. Automated file transfers from the Advisor must be compatible to the City's microcomputer system using City's software;
 - e. Review and advise on various projects involving potential City operations and/or financing as requested by City staff;
 - f. Capital Improvements Programs. Identify policy issues and direction(s) related to effective administration of the Capital Improvements Program; provide advice and assistance in the development of any capital improvements programs of the Issuer;
 - g. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer;
 - h. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

B. DEBT MANAGEMENT AND FINANCIAL IMPLEMENTATION

1. General services. At the direction of the Issuer, FA shall:

- a. Be an “extension of staff” in terms of material preparation and attendance at any appropriate internal or external meetings as deemed necessary by the City, which may include coordination of local or regional investor outreach forums and education;
- b. Assist in the planning and structuring of bond issues;
- c. Assess current market conditions;
- d. Identify and analyze key issues associated with a pending bond sale;
- e. Assist and advise in the development of debt limits, debt service coverage ratios, reserve funds or other debt policies as requested;
- f. Assist in the procurement and negotiation of credit support mechanisms as needed;
- g. Attend various working groups, City and other appropriate meetings and provide recommendations, as appropriate;
- h. Assist in evaluating and reevaluating existing proposals as they relate to bond sale documents;
- i. Analyze the market conditions prior to, during and subsequent to the issuance of any debt obligation. Summarize the reception of the debt obligation in the market and evaluate performance relative to the market and other securities of similar credit;
- j. Undertake assignments regarding bond financing including, but not limited to, budget, tax, cash management issues and related aspects of the City's financial management programs and their development;
- k. Advise and assist the City in complying with, preparing, and filing continuing disclosure of financial information and operating data pursuant to, Securities and Exchange Commission Rule 15c2-12; and
- l. Exercise Calls and Refundings. Monitor and provide advice concerning bond refunding opportunities. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

2. Method of Sale. Evaluate the particular financing being contemplated, considering the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and
- a. If the Debt Instruments are to be sold by an advertised competitive sale, FA will:
 - i. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
 - ii. Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
 - iii. Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
 - iv. Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
 - b. If the Debt Instruments are to be sold by negotiated sale, FA will:
 - i. Assist the City in the selection of financial underwriting firms including the preparation of the request for proposal to provide financial underwriting services, in-depth evaluation of proposals submitted by financial underwriting firms and oral presentations by such firms (if any), and selection of the financial underwriting pool and financial underwriting syndicates for specific transactions
 - ii. Supervise the sale of the Debt Instruments, and will not submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids;
 - iii. Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FA will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of FA, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FA;

- iv. Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market; and
 - v. Advise the Issuer as to the fairness of the price offered by the underwriters;
- 3. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FA shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, FA shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.
- 4. Credit Ratings. Act as lead with the rating agencies in conjunction with the City, providing information as required. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FA will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer, and all required follow-up.
- 5. Trustee, Paying Agent, Registrar. Upon request of the Issuer, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
- 6. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
- 7. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
- 8. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.

9. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FA may be of assistance or service and the subject of financing is to be discussed.
10. Printing. Upon request of the Issuer, solicit bids from financial printers for the sale of debt obligations on behalf of the City, analyze the responses and provide a recommendation; to the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
11. Bond Counsel and Financing Team. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Assist in the selection of professionals and financing team members, as necessary, including the selection of underwriters, if asked to do so. Lead FA selected will be asked to support the delegation of duties, roles and responsibilities of the Co-FA.
12. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FA becomes aware in the ordinary course of its business, it being understood that FA does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
13. Delivery of Debt Instruments. As soon as a proposal for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
14. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

SECTION III

BILLING/PAYMENT

- A. Fees due to the Financial Advisor for services provided, together with any other fees as may have been mutually agreed upon and all expenses, for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser. IN THE EVENT THAT THE CITY DOES NOT ISSUE DEBT INSTRUMENTS, OR A CALLED BOND ELECTION FAILS, THEN THE FEE DUE FINANCIAL ADVISOR SHALL BE NOTHING UNLESS EXPRESSLY AGREED TO IN WRITING BY THE CITY.

- B. In order to be paid at closing, the Financial Advisor must submit actual invoices for all services related to the issuance of debt instruments verification and authorization of claims in a timely manner in advance of closing. All proceeds from bond or other debt instrument sales shall be deposited with the City of Fort Worth. All payment terms shall be "Net 30 Days" unless otherwise specified in the proposal.
- C. Proposer shall agree to submit to the City's examination of any financial and performance records related to the services provided to the City under the contract.
- D. Proposer shall agree to abide by the reimbursement rates set by the City Travel Policy as to lodging, transportation, and per diem.

SECTION IV

INFORMATION REQUIRED

FROM VENDORS IN QUALIFICATIONS

- A. Proposals should contain direct responses to the following questions or requests for information and be organized so that the specific questions being responded to are readily identifiable. Responses to each numbered question or request for information should each begin on a new page with the question repeated at the top of the page. Responses should be as thorough and detailed as possible so that the selection Committee may properly evaluate your capabilities to provide the required services. Proposers are required to respond to the following questions and requests for information.

(USE A SEPARATE PAGE TO BEGIN EACH NUMBERED ITEM BELOW)

Letter of Transmittal

Each proposal should be accompanied by a letter of transmittal not exceeding two pages which summarizes key points of the proposal and which is signed by an Authorized Officer of the Firm who is responsible for committing the firm's resources.

1. **Basic Information Requirements.** Provide the following:
 - a. Name of the firm making the proposal; name of firm principals. Name of firm principal who will be responsible for service provided under this RFQ/contract.
 - b. Name and title of individual preparing and responsible for the proposal. This person may be different from the individual signing the transmittal page.
 - c. Mailing Address; if firm has more than one office, identify which office will be principally responsible for service under this RFQ/contract.

- d. Telephone and fax numbers of Proposer; if firm has more than one office, identify the appropriate telephone and fax numbers for the office which will be principally responsible for service under this RFQ/contract.
- e. E-mail address and contact information of firm principal who will be responsible for service provided under this RFQ/contract and of the individual preparing and responsible for the proposal.
- f. Statement that individual signing the proposal has the authority to commit the firm to the terms proposed.
- g. Disclosure of the firm's affiliation or relationship with any and all broker-dealers.
- h. Statement acknowledging that, due to inherent conflicts of interest, the City will not allow the firm selected as Financial Advisor to resign in order to serve as underwriter for the proposed transaction.
- i. Three references from other public-sector clients, preferably from Texas cities or other cities, clients for whom the firm provided similar services to those proposed in this RFQ.
- j. Amounts and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.
- k. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
- l. Disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by federal, state, or local prosecutors, law enforcement or regulatory bodies.
- m. Disclosure of gifts, loans, political contributions, or other financial arrangements, from the Proposer firm, its principals, or associated municipal advisor professionals, to or with members of the City of Fort Worth, City of Fort Worth Elected Officials or any of its employees or agents for the previous twenty-four (24) months.
- n. Name of Proposer's legal counsel.

2. Basic Qualifications and Experience.

- a. Describe your firm's qualifications for this engagement. Please provide a detailed narrative on your firm's qualifications to serve as financial advisor for the City's financing programs. Each of the following issues should be addressed individually.

- i. Describe your firm's strengths and analytic capability with respect to providing financial advisory services for the issuance of municipal debt obligations of the City. Please explain why your strengths and analytic capability are advantageous to the City's financing objectives.
 - ii. Describe your firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist in planning and executing competitive sales; describe your firm's financial advisory experience necessary to assist issuers with either competitive or negotiated sales.
 - iii. Describe your firm's experience with federal and Texas law and debt management practice.
 - iv. Describe your firm's experience with similar financing programs for which you have served as financial advisor to other municipalities. Give dates and length of service. Describe your role in the program and give the name, title and telephone number of persons who may be contacted for reference and further information concerning the services you provided.
 - v. Describe your firm's familiarity with GFOA's Recommended Practices relating to the issuance of debt obligations and the selection of finance professionals.
- b. What are the factors that you believe the City should emphasize in selecting the financial advisor? Why does your firm best meet the City's financial advisor needs?
- c. Provide a record of clients and issuances from 2016 to the present. List transactions and provide name of issuers for which you served as financial advisor with data broken down to reflect negotiated versus competitive sale and refinancing versus new money:
 - i. Total number of financings during period.
 - ii. Total par value of financings during period.
 - iii. Any Issuer that terminated a contract with Proposer prior to the end of the contract period.
- d. Expertise of participating personnel:
 - i. Who would be the primary management contact from your firm for this engagement?

- ii. Who would be the day-to-day contact from your firm for this engagement? What assurances can you provide that the named personnel shall remain the primary advisors, and not be transferred to another account after the contract is awarded?
- iii. What other staff from your firm would be assigned to this assignment? What would their roles be in the engagement?
- iv. Relevant experience of the individuals to be assigned to the City, and the percentage of time committed for each individual on the account.
- v. Include summary resumes of the person(s) listed above and the specific roles they played in financings listed in 2.c. above, if any.

3. Approach to the Work and Understanding of City Needs.

- a. Outline your understanding of the City's program needs and objectives, including your knowledge of financial condition such as reserve history, budget challenges, bonding capacity (current and future), local political, economic, legal or other issues that may affect the proposed financing.
- b. Describe the steps you would take as Financial Advisor to ensure the bidding process (whether competitive or negotiated) renders the lowest interest cost available on the sale date.
- c. Describe financing methods and programs that the City does not already utilize that could enhance its offerings and ability to meet the increased demand for infrastructure financing, maintain and improve its credit ratings and preserve its debt issuing capacity.
- d. Describe changes which could be made to existing financing programs that could enhance the City's offerings and ability to meet the increased demand for infrastructure financing, maintain and improve its credit ratings and preserve its debt issuing capacity.
- e. Describe any recent statutory changes and/or legislation necessary to accomplish recommendations made for B, C, or D above.
- f. Describe any customized financial advisory computer analysis services which your firm has provided in the past. Provide information as to the nature of the services and the use of the programs.
- g. Describe your contacts and relationships with rating agencies, underwriters and bond counsel.

4. Financial Advisor Fee Proposal.

- a. The City requires that payment of fees for services provided in relation to long-term debt (bonds, certificates of obligation, contractual obligations, etc.) issued by the City or by a non-profit organization created by the City be contingent upon debt's issuance. A simultaneous sale similarly secured should be billed as one issue. The City prefers a fee for requested services related to financings such as commercial paper or leasing programs.

The Proposal should indicate how services not directly associated with the issuance of debt by the City would be billed.

City requests that each firm provide fees based on services as outlined in this RFQ. Please provide all assumptions and calculations.

- A base fee + a fee per \$1,000 of bonds issued. Optional: A base fee + a fee per \$1,000 of bonds issued based on a customary tier structure or by obligation type.
 - A flat fee for debt issuances such as commercial paper or leasing programs
- b. Include with your proposal a maximum "not-to-exceed" price for each debt obligation issuance. The City desires a straight forward and simplified, to the greatest extent possible, "all inclusive" fee structure (except for the coordination and preparation of the notice of sale and official statement documents, which must be quoted separately).
- c. If the applicant is proposing that the City bear the cost of incidental expenses associated with a financing, clearly state what type of incidental expenses are proposed for the City to bear. Costs for expense reimbursement, if any, are to be clearly itemized. Firms shall include a maximum amount for expenses it expects the City to reimburse. Firms should include a comprehensive statement of conditions under which EACH identified item of expenses may be billed.
- d. No claim against the City shall be made for charges not authorized in writing by the City PRIOR to being incurred. For those additional financial services outlined in Section II not related to the issuance of debt obligations, completely describe all variable expenses and hourly rates of personnel involved in the engagement. The hourly rate structure will only be implemented with prior approval of the City and only at the point when actual services going forward can be clearly defined.

SECTION V

CRITERIA FOR PROPOSAL EVALUATIONS

A. ACCEPTANCE OF THE FOLLOWING TERMS:

1. Contract. The City intends to select the Financial Advisor and enter into a formal contract with the Financial Advisor as soon as practicable after receipt of proposals. The contract will contain fiscal funding and right to terminate clauses. If Proposer is unable to agree to the contract terms, the City reserves the right to select another competing proposal. Including but limited to:
 - a. Prohibition on Boycotting Energy Companies. Firm acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Firm certifies that Firm’s signature provides written verification to the City that Firm: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.
 - b. Prohibition on Discrimination Against Firearm and Ammunition Industries. Firm acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Firm certifies that Firm’s signature provides written verification to the City that Firm: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or

firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

2. Contract Term. The contract between the selected firm and the City of Fort Worth for financial advisor services will be for the period of one year beginning on or about January 1, 2022, or as otherwise dictated by the needs of the City, with the City retaining the exclusive option to extend the agreement resulting from this solicitation for four additional one-year periods. Each subsequent renewal period will automatically go into effect unless either party provides at least thirty (30) day written notice in advance of the applicable anniversary date that the contract will not be renewed.

Any adjustments in rates in subsequent years will be based on mutual agreement. A sample City of Fort Worth professional services agreement can be provided upon request.

3. Reservation of Rights.

- a. City reserves the right to award one (1), more than one (1) or no contract(s) in response to this RFQ.
- b. The Contract, if awarded, will be awarded to the Firm(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- c. 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 a Firm is subject to City Council approval.
- d. 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 process.
- e. City will require the selected Firm(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Firm provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on City until approved by the City Attorney and the Contract is executed on behalf of the City. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Firm and commence negotiations with another Firm.
- f. The City reserves the right to add similar services or delete services specified in any contract resulting from this procurement if requirements change during the

performance of the contract. Prices for services to be added to the contract will be mutually agreed to by the City and the Vendor. A contract modification will be required for any addition or deletion.

- g. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

4. Conflicts of Interest.

- a. The firm selected as the Financial Advisor will not be allowed to resign in order to serve as underwriter for the proposed transaction.
- b. Under no circumstance will the City permit a firm to serve as their Financial Advisor on one transaction and serve as their Underwriter on another transaction.
- c. If the firm awarded the contract to serve as Financial Advisor is also a broker-dealer, the broker-dealer shall be prohibited from serving as a negotiated underwriter for the City as issuer for a Lockout Period from the Award Date continuing until two years after the contract is terminated or expires by its terms.
- d. The firm serving as Financial Advisor shall be prohibited from engaging in activities on behalf of the City that produce a direct or indirect financial gain for the Financial Advisor, other than the agreed-upon compensation, without the City's informed consent.
- e. Disqualification for failure to disclose material information to City: An Proposer may be disqualified for failure to disclose material information to the City. "Material information" is defined as of sufficient importance or relevance as to have possible significant influence on the City's choice of Financial Advisor.

B. TOTALITY OF INFORMATION PROVIDED IN THE RESPONSE TO THE RFQ

The following criteria will be used to evaluate proposals received:

- 1. Proposer's Qualifications and Experience (50%) - This criterion includes the ability of the Proposer to: Meet the terms of the RFQ, and any special considerations, which the Proposer feels may increase its ability to perform the Contract.
 - a. Expertise; superior capability to perform the services required.
 - b. Quality of performance; professional qualifications of the key personnel assigned relevant to the work to be performed.
 - c. Experience, within the last 5 years, in similar financing projects

- d. Reputation; ethical standards, disciplinary history – such as judgments and sanctions.
- e. Feedback from at least three references of agencies of similar scope and size.

2. Understanding the Needs of the City (20%) - This refers to the Proposer's:

- a. Understanding the City's program needs and objectives, including your knowledge of financial condition such as reserve history, budget challenges, bonding capacity (current and future), local political, economic, legal or other issues that may affect the proposed financing
- b. Understanding of the nature and scope of the work involved.
- c. Accessibility and responsiveness; ability to meet the schedules and deadlines of the financing projects.
- d. Prior experience with municipalities and Texas cities; familiarity with Fort Worth.

3. Commitment to the Business Equity Firms Provision (15%)

The City of Fort Worth implemented the Business Equity (BE) Ordinance to reflect the City's availability and disparity study findings. All proposers shall note that it is the policy of the City to ensure the full and equitable participation of Business Equity Firms in the procurement of services \$100,000.00 or more. This Request for Qualifications consists of a Business Equity Goal.

The Business Equity Goal is 15 %.

The information shall be submitted with the proposers "**Business Equity Utilization Form**", attached herein, and shall include:

- The company name, address, point of contact, email address, office and fax/telephone numbers of the Business Equity firms;
- A detailed description of the work to be performed or supplied by each Business Equity firm;
- The tier level, i.e. 1st, 2nd, 3rd, etc. (if other than 1st tier, the plan must clearly identify the firm name and tier from whom the Business Equity firm will be receiving payment);
- The sub-contract value or percentage of work for each Business Equity firm;
- State the Business Equity percentage level of commitment achieved; and
- Provide the same identification information for all non-Business Equity firms.

It is important to note that only Business Equity firms that perform a commercially useful function may count towards the 15 % Business Equity goal.

A Business Equity Prime Contractor can count its self-performance services towards meeting the Business Equity Goal for the assigned NAICS commodity codes on their MBE or WBE certification. If the Business Equity Prime Contractor cannot self-perform all of the work, it will be accountable for subcontracting with certified Business Equity firms to meet the overall goal. See attached “**Business Equity Prime Contractor Waiver**”.

Upon request, Proposers may obtain a request for listing of certified firms from the City of Fort Worth’s Business Equity Division by completing the “**Business Equity Request for Listing**” form, attached herein. This will ensure that Proposers are acknowledging Business Equity Firms currently certified by the North Central Texas Regional Certification Agency (NCTRCA), Dallas/Fort Worth Minority Supplier Development Council (D/FW MSDC) and the Women’s Business Council Southwest (WBCS) at the time proposals are submitted, in order for the participation to be counted towards the established goal. The firms must be located in the City’s six (6) county geographic marketplace that includes the counties of: Tarrant, Dallas, Denton, Johnson, Parker, and Wise.

If an Offeror, forms a joint venture with one or more Business Equity firms, the Business Equity joint venture percentage participation will be counted towards the established goal. The appropriate “**Business Equity Joint Venture**” form, attached herein, must be submitted for review and approval in order for it to be counted.

If Offeror failed to meet the stated Business Equity goal, in part or in whole, then a detailed explanation must be submitted to demonstrate the Good Faith Efforts made to secure Business Equity participation. See attached herein, “**Business Equity Good Faith Form**”. Failure to submit the Business Equity participation information or the detailed explanation of the proposer’s Good Faith Efforts to meet or exceed the stated Business Equity goal, may render the proposal non-responsive.

Pursuant to the City of Fort Worth’s Business Equity Ordinance, certified Business Equity firms participating under the Ordinance must be certified prior to recommendation of award in order to be counted towards the Business Equity contract goal. See attached “**Business Equity Division Letter of Intent**” Form.

The Business Equity commitment will be part of the final weighted selection criteria. The undersigned acknowledges the City’s Business Equity requirements as stated above, and if selected as the most highly qualified Provider(s), will comply with the requirement to submit a utilization plan during contract negotiations.

Alternative 1: Co-Advisor Arrangement or Joint Venture

The City currently has a Co-Financial Advisor structure with one firm serving as the lead advisor and an independent, Business Equity Firm (certified Minority- or Women-owned

business (M/WBE)) serving as the co-advisor. The FA fee is split with the lead advisor being entitled to 65% of the fee and the co-advisor being entitled to the remaining 35%. Both firms participate in this manner on all debt issuances and financial activities. Evaluation points will be given accordingly to proposers who include a similar model within the proposal.

Alternative 2: Business Equity Sub-consultant

Based on availability in the area, the goal for this procurement is 15% certified MBE or WBE in accordance with the City's Business Equity Ordinance No. 24534-11-2020. Evaluation points will be given accordingly to proposers who can meet and/or exceed the goal.

All Supplemental Business Equity forms are included and can be found at the end of this request document.

4. Reasonableness of Costs (10%) - Cost and efficiency of approach. Efficiency and economy are very important to the City. This area will not necessarily be the primary deciding factor in the selection process.
5. Soundness of Approach (5%) - Emphasis here is on the techniques for providing the services requested, and on the Proposer's capability to deliver the desired services on schedule. Special emphasis should be placed on responding to questions asked by the City in this solicitation, and on outlining problems that may be encountered and offering solutions to those problems.

SECTION VI

SCHEDULE OF EVENTS

RFQ Release Date	September 22, 2021
Final Questions Accepted	October 6, 2021
City Response to Questions	October 13, 2021
Proposals Due	October 20, 2021
Interviews with Finalists	Week of November 8, 2021 (Tentative)
Winning Proposal(s) Selection (Anticipated)	November 19, 2021
Anticipated City Council Approval	December, 2021
Anticipated Effective Date of Contract	January 1, 2022