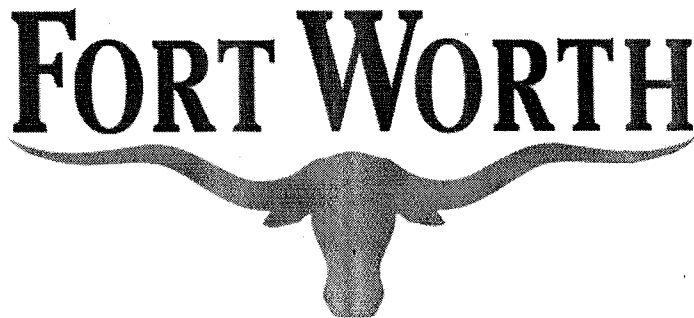


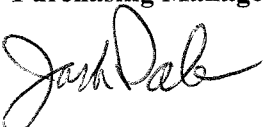


PURCHASING DIVISION
REQUEST FOR QUALIFICATIONS (RFQ)
For
FINANCIAL ADVISORY SERVICES

RFQ REFERENCE NO. 07-0078
Issued: March 14, 2007

REQUEST for QUALIFICATIONS SUBMISSION DEADLINE:
MARCH 30, 2007 by 4:00 P.M. CST

NO LATE RESPONSES WILL BE ACCEPTED
(Purchasing Division's Clock Shall Be the Official Clock)

<u>RESPONSES SHALL BE DELIVERED TO:</u> CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL / SOUTHWEST CORNER 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102	<u>RESPONSES SHALL BE MAILED TO:</u> CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL / SOUTHWEST CORNER 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102
FOR ADDITIONAL INFORMATION CONCERNING THIS RFQ PLEASE CONTACT: Florence Harmon, Senior Buyer Phone (817) 392-8385 Fax: (817) 392-8440 Email: ***** RETURN THIS COVER SHEET WITH RFQ TO: Jack Dale Purchasing Manager 	NAME AND ADDRESS OF COMPANY SUBMITTING RESPONSE: _____ _____ _____ _____ Contact Person: _____ Phone: () _____ Fax: () _____ Signature: _____ Printed Name: _____
Acknowledgment of Addendum: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____	
RFQ for Financial Advisory Services, RFQ #07-0078, Page 1 of 13	

General Provisions

1.0 SUBMISSION OF REQUEST FOR QUALIFICATIONS

1.1 One original and (5) five copies of all RFQ documents shall be submitted in sealed packages. Vendor's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. RFQ information that is not submitted in sealed packages will not be considered.

1.2 **Mailed or Delivered RFQ To The Following Address:**

CITY OF FORT WORTH PURCHASING DIVISION
1000 THROCKMORTON STREET, LOWER LEVEL
FORT WORTH, TX 76102

2.0 DELIVERY OF QUALIFICATIONS

RFQ must be received in the Purchasing Division no later than 4:00 P.M. CST, Friday, March 30, 2007. The Vendor is responsible for the means of delivering the RFQ documents to the locations listed on time. Delays due to any instrumentality used to transmit the RFQ including delay occasioned by the Vendor or the City's internal mailing system will be the responsibility of the Vendor. The RFQ must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The clock in City of Fort Worth Purchasing Division is the official clock for determining whether qualifications are submitted timely. **Late RFQ documents will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

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

3.2 Vendors are advised that the City, to the extent permitted by law, will protect the confidentiality of their RFQ. Vendors are advised to 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 Vendor can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Fort Worth Purchasing Office, 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 will notify the Vendor, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request of the Attorney General.

4.0 COMPLETION OF RFQ

Qualifications shall be submitted in accordance with the requirements of this RFQ. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

Any explanation, clarification, or interpretation desired by a Vendor regarding any part of this RFQ must be requested in writing to the City of Fort Worth Purchasing Division at least seven (7) days prior to the published submission deadline. If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFQ made in any other manner other than writing are not binding upon the City, and Vendors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be e-mailed to florence.harmon@fortworthgov.org. The email must clearly identify the Request for Qualifications Title and the number of the RFQ.

Any interpretations, corrections or changes to this RFQ will be made by addendum. Sole issuing authority of addendum shall be vested in the City of Fort Worth Purchasing Division. Vendors shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF RFQ

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

7.0 AWARD OF CONTRACT

It is understood that the City reserves the right to accept or reject any and all Qualifications and to re-issue the for RFQ, as it shall deem to be in the best interests of the City of Fort Worth. Receipt and consideration of any Qualifications shall under no circumstances obligate the City of Fort Worth to accept any RFQ. If an award of contract is made, it shall be made to the responsible Vendor whose Qualifications is determined to be the best evaluated offer taking into consideration the relative importance of price and the other evaluation factors set forth in the RFQ. Any reference to the word "bid" contained in this RFQ shall mean "RFQ".

8.0 PERIOD OF ACCEPTANCE

Vendor acknowledges that by submitting Qualifications, Vendor makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of this proposal is ninety (90) calendar days from the date of opening, unless the Vendor notes a different period.

9.0 TAX EXEMPTION

The City of Fort Worth is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in this RFQ.

10.0 COST 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 a RFQ which may be required by the City shall be the sole responsibility of and shall be borne by Vendor(s).

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Vendor's RFQ to ensure that the best possible consideration be afforded to all concerned.

12.0 CONTRACT INCORPORATION

The contract documents shall include the RFQ, the Response to the RFQ and such other terms and conditions as the parties may agree.

13.0 NON- ENDORSEMENT

If a firm's qualifications are accepted, the successful Vendor 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 Vendor's services.

Standard Terms and Conditions

These standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the RFQ are accepted by the City of Fort Worth.

1.0 ASSIGNMENT

The successful Vendor may not assign its rights or duties under an award without the prior written consent of the City of Fort Worth. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

2.0 ERRORS OR OMISSIONS

The Vendor will not be allowed to take advantage of any errors or omissions in this RFQ. Where errors or omissions appear in this RFQ, the Vendor shall promptly notify the City of Fort Worth Organizational Analysis Unit 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 seven (7) days before time for the RFQ response is to be submitted.

3.0 INDEMNITY AND RELEASE

- 3.1 Successful Vendor shall defend, indemnify and hold harmless the City of Fort Worth and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the successful Vendor, or of any agency, employee, subcontractor or supplier under the successful Vendor in the execution of, or performance under, any contract awarded. Successful Vendor indemnifies and will indemnify and hold harmless the City of Fort Worth from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful Vendor shall pay any judgment with costs that may be obtained against the City of Fort Worth growing out of such injury or damages.
- 3.2 In addition to the indemnification requirement above, successful Vendor shall execute a statement releasing Fort Worth from any liability for injury or property damage incurred during this contract, unless such injury or property damage was the result of intentional conduct committed by an employee of the City. Further, all employees, officers, and agents of the successful Vendor or any subcontractor shall be required to execute the release prior to entering into performance of any work associated with the contract to be awarded hereunder.

4.0 TERMINATION

If this award results in a contract, it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a thirty (30) day written notice prior to cancellation. In the event of termination, the City of Fort Worth reserves the right to award a contract to next lowest and best Vendor as it deems to be in the best interest of the City of Fort.

Further, the City of Fort Worth may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of Fort Worth will return any delivered but unpaid goods in normal condition to the Vendor.

5.0 TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the City has reason to question the successful Vendor's intent to perform, the City may demand that the successful Vendor give written assurance of successful Vendor's intent to perform. In the event a demand is made, and no assurance is given within ten calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

The City may terminate this agreement if the successful Vendor fails to cure a material breach, which substantially impairs the value of the contract as a whole within thirty (30) calendar days of receipt of written notice being given by the other party. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, the City may terminate this agreement upon thirty (30)-calendar days written notification.

The City may also cancel this agreement for convenience upon thirty (30)-calendar days written notice to the successful Vendor. Effective date of such notice shall begin three (3) days after date of posting with the United States Postal Service with said notice being sent to last known address of successful Vendor.

6.0 CHANGE ORDERS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Fort Worth Organizational Analysis Unit and approved by City Council.

7.0 VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tarrant County, Texas. Venue shall lie exclusively in Tarrant County, Texas.

8.0 CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., and Chapter 171.

SCOPE OF SERVICES
For
FINANCIAL ADVISORY SERVICES for the CITY OF FORT WORTH

RFQ #07-0078

I.0 Overview

- 1.1 The City of Fort Worth is requesting qualifications from firms interested in providing financial advisory services, arbitrage rebate calculation services and SEC disclosure services to the City and to its non-profit corporations and authorities. The City generally issues \$50 to \$75 million in tax-supported bonds and \$75 million in Water revenue bonds annually. A list of the services typically required of the City's financial advisor can be found below.
- 1.2 Should your firm wish to be considered for providing this service please provide a letter of qualifications no later than 4:00 PM, March 30, 2007. Your letter should address the services and goals listed. Also include a draft contract to begin on May 21, 2007, and end on May 20, 2012, with two one-year renewal options. Please send five copies to:

**City of Fort Worth
Purchasing Division
1000 Throckmorton Street, Lower Level City Hall
Fort Worth, Texas 76102**

- 1.3 Finance Department staff will review the qualifications of interested firms, contact any and all firms for clarifications and make a recommendation to the City Manager on or about April 20, 2007, with action by the City Council expected on May 15, 2007.

2.0 Scope of Services Required

The services to be provided by the financial advisor may include but not be limited to the following:

- 2.1 Provide general financial advisory services:
 - 2.1.1 Provide recommendations on the marketing of bonds.
 - 2.1.2 Recommend methods to maintain and enhance the City's bond ratings.
 - 2.1.3 Advise on timing, scheduling and structuring of bond sales.
 - 2.1.4 Update the City on municipal bond market trends and developments in financing techniques that might be applicable to the City's bond financing program.
 - 2.1.5 Work with City staff, bond counsel, independent auditors, and special consultants on the City's bond financing programs.

2.1.6 Evaluate and provide recommendations on unsolicited proposals from investment banking firms and financial consultants.

2.2 Prepare, print and deliver documents:

2.2.1 Preliminary and final official statements for each sale.

2.2.2 Briefing notebooks for rating agency discussions.

2.2.3 Deliver documents to prospective bidders

2.3 Provide communications on the City's behalf with bond market participants:

2.3.1 Maintain systematic contacts with bond rating agencies and prospective bidders.

2.3.2 Prepare the market for the City's bond offerings.

2.3.3 Communicate as necessary the City's offerings to bond market participants.

2.3.4 Solicit participation from various investment firms in the City's offerings.

2.4 Coordinate bond sales and closings:

2.4.1 Attend bid openings of bond sales, assist in evaluating bids and recommend acceptance or rejection of bids.

2.4.2 Coordinate bond closings with the successful bidder, printer, paying agent/registrar, bond counsel and City staff.

2.4.3 Maintain copies of all transcripts.

2.5 Provide special financial advice to the City as needed including but not limited to:

2.5.1 Assist in the development of debt scenarios.

2.5.2 Prepare financial feasibility studies of special projects.

2.5.3 Review and provide alternative financing plans for potential capital projects.

2.5.4 Evaluate State and Federal legislation for the City.

2.6 Serve as the City's arbitrage rebate compliance contractor.

2.6.1 To cooperate fully with the City in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Bonds, and (ii) proceeds of other funds of the City which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;

2.6.2 To perform, or cause to be performed, consistent with the Code and the regulations promulgated there under, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and

2.6.3 To provide a report to the City specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant.

2.6.4 To provide the aforementioned services to any additional bonds (including financial lease obligations) issued during the term of the contract period, if such bonds are subject to the rebate requirements under Section 148(f)(2) of the IRS Code.

- 2.7 Coordinate the preparation and submission of SEC disclosure documents required under Rule 15 C2-12 to NRMSIRs and SIDs.
- 2.8 Minority and Women Business Enterprise (M/WBE) Provisions:
 - 2.8.1 All proposers shall note that it is the policy of the City of Fort Worth to ensure the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services with a fee of \$25,000 or more by establishing a M/WBE goal.
 - 2.8.2 Instead of establishing a goal, the City has had co-financial advisors for the past ten years. One of the co-advisors is an M/WBE firm and receives a percent of fees relating to financial advisory services. Therefore we are soliciting a plan to confirm the method used to meet the objective of M/WBE Utilization on this proposal.
 - 2.8.3 The information shall be submitted with the proposal and shall include: (1) the name, address and telephone number of each M/WBE; (2) the description of the work to be performed by each M/WBE; and (3) the percentage of the participation.
 - 2.8.4 The M/WBE firm(s) must be located or doing business in the City's geographic market area at the time of proposal opening. The City's geographic market includes the following nine (9) counties: Tarrant, Parker, Johnson, Collin, Dallas, Denton, Ellis, Kaufman and Rockwall. The M/WBE firm(s) must also be currently certified or in the process of being certified by the North Central Texas Regional Certification Agency (NCTRCA), or Texas Department of Transportation (TXDOT), Highway Division prior to recommendation for award being made to the City Council.
 - 2.8.5 If you fail to comply with the stated objective, then a detailed explanation must be submitted to explain the Good and Honest Efforts your firm made to secure M/WBE participation.
 - 2.8.6 Failure to submit the M/WBE participation information or the detailed explanation of the proposer's Good and Honest Efforts to meet the objective, may render the proposal non-responsive. The M/WBE utilization will be part of the final weighted selection criteria.

3.0 Staff Resources and Experience

- 3.1 Provide the names and appropriate qualifications of the staff to be involved in performance of this contract.
- 3.2 Briefly discuss each staff member's experience and qualifications.
- 3.3 Briefly discuss the firm's experience with municipalities of similar size to the City of Fort Worth and provide references.
- 3.4 List the location(s) of office(s) designated to serve the City of Fort Worth. Preference will be given to firms that maintain and staff a Fort Worth office or one within the Dallas-Fort Worth area.

4.0 Evaluation of Responses and Award of Contract

- 4.1 Staff from the Finance Department, Water and Wastewater and the City Manager's Office will evaluate the qualifications of respondents and make a recommendation to the City Manager. The evaluation will be based on the following qualifications:

1	Experience	Area of Evaluation	Scores: 1 to 5 (highest)
	A	General financial advisory services	
	B	Prepare, print and deliver documents	
	C	Provide communications on the City's behalf with bond market participants	
	D	Coordinate bond sales and closings	
	E	Provide special financial advice to the City	
	F	Serve as the City's arbitrage rebate compliance contractor	
	G	Coordinate the preparation and submission of SEC disclosure documents	
	H	Minority and Women Business Enterprise (M/WBE) participation	
2	Staff and Resources		
	A	Names and qualifications of staff	
	B	Staff member's experience and qualifications	
	C	Experience with municipalities of similar size to the City	
	D	List the location(s) of office(s)	

All parts are weighted equally. The most points to be awarded would be 60; the least 12.

4.2 Approval and Negotiation of Contract

- 4.2.1 The City will negotiate price and terms with the successful vendor(s).
- 4.2.2 If a mutually agreeable price structure cannot be reached, the City will enter negotiations with the next most highly qualified firm(s) and so on until a mutually agreeable price and contract can be obtained.
- 4.2.3 The recommended firm (s) will be submitted for Council approval on or about May 15, 2007.

5.0 TIMELINE

Week of March, 12, 2007	Issue Request for Qualifications
March 30, 2007, 4:00 PM	Responses Due to Purchasing Division
April 2 – April 19, 2007	Staff Evaluation of Responses
April 20, 2007	Recommendation to City Manager
May 15, 2007	Recommendation (M&C) to City Council
May 20, 2007	Current Contracts expire

6.0 Questions: All questions regarding this Request for Qualifications must be addressed in writing or email to:

City of Fort Worth
1000 Throckmorton Street
Fort Worth, TX 76102
Florence Harmon, Sr. Buyer
(817) 392-8385

or

florence.harmon@fortworthgov.org

All questions will be answered promptly and if pertinent to all interested firms, an addendum to this Request for Qualifications will be issued.

NO RESPONSE SHEET

For

REQUEST FOR QUALIFICATIONS FOR FINANCIAL ADVISORY SERVICES

RFQ NO. #07-0078

If your firm has chosen not to submit a RFQ, please complete this form and submit to:

CITY OF FORT WORTH PURCHASING DIVISION

FAX: (817) 392-8440

e-mail: florence.harmon@fortworthgov.org

Please check the items that apply:

- ☐ Do not sell the item(s) required.
 - ☐ Cannot be competitive.
 - ☐ Cannot meet the Specifications highlighted in the attached Bid.
 - ☐ Cannot provide Insurance required.
 - ☐ Cannot provide Bonding required.
 - ☐ Cannot comply with Indemnification requirements.
 - ☐ Job too large.
 - ☐ Job too small.
 - ☐ Do not wish to do business with the City.
 - ☐ Other reason.
-
-

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone: (____) _____ FAX Number: (____) _____



HOW TO REGISTER WITH THE CITY OF FORT WORTH

- Visit WWW.FORTWORTHGOV.ORG
- Click on **Business**
- Scroll down to **Do Business with Us**
- Choose **Become a Vendor**
- Review Terms & Conditions
- Click **I Accept These Terms** to proceed
- At next screen, click **No, I Want to Register**
- Click **Register**
- The first pop-up for registering asks for your Federal ID# or Social Security Number and your company name. The company name entered **MUST** be the same as the invoice you would present for payment to the City of Fort Worth.
- Follow through the screens by clicking **Continue/Save** at the bottom of each screen. The last screen will ask for your commodities (products and/or services that can be provided to the City). This information is utilized to send quotes/bid opportunities to you by email and is also required in order to keep your account active.

Congratulations, you've registered!!

You will receive an email with your registration confirmation.

*Donna Higgins
City of Fort Worth
Financial Systems
Donna.Higgins@Fortworthgov.org*

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date