



San Antonio ISD  
Materials Management/Purchasing  
1215 Austin Street  
San Antonio Texas, 78208-1097  
Phone: 210-224-2781 Fax: 210-228-3174  
Business Hours: 8:00 AM – 4:30 PM (CST)

Issue Date: Friday, February 26, 2016  
Page 1 of 25 Pages

**RFP # 16-023 (BM)**  
**(Request for Proposal)**  
**“Underwriting Services”**

The Proposal will be a firm offer which will be irrevocable and valid for 120 calendar days from the opening date.

**Opening Date and Time: Tues., March 29, 2016 at 11:00 AM (CST)**

The San Antonio Independent School District (SAISD) requests interested parties to submit proposals for **“Underwriting Services”**. This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District.

**OPENING DATE AND TIME:** Proposals will be accepted at the **Front Desk of the Office of the Director, Materials Management/Purchasing Department, 1215 Austin Street, San Antonio, Texas 78208-1097**. Proposers should ensure that **responses are delivered on or before Tuesday, March 29, 2016 at 11:00 AM (CST) to the Front Desk** as this is the location of the official time clock and **all responses are required to be clocked in and time stamped. Late responses will not be considered for any reason.**

**TERM:** The District intends to select a group of Respondents to serve as an underwriting pool, from which the District will select underwriters for the District’s bond and/or note financings over the course of a three (3) year period. The District reserves the right to amend the duration of the term and/or the composition of the pool. In addition, the District reserves the right to remove or replace Respondents on the basis of performance or as a result of changes in assigned personnel.

The attached **“Materials Management General Terms & Conditions”** are an integral part of this RFP.

**(MANDATORY REQUIREMENTS):** Each proposal should be accompanied by a one-page Letter of Transmittal which if applicable must contain the Respondents interest in being considered to serve as a senior manager in the District’s proposed underwriting pool, and should be signed by an authorized officer/designee of the Firm who is responsible for committing the Firm’s resources.

The Respondent understands that, as a good faith deposit, a corporate check of the Respondent (or, in the case of a syndicate of underwriters, a corporate check of the representative of the underwriters) in the approximate amount of 1% of the par amount of a bond issuance will be delivered to the District before pricing the District bonds. Such check will be held by the District as security for the performance of the Respondent of its obligation to purchase, accept delivery of and pay for the bonds. In the event that the Respondent fails (other than for a permitted reason) to purchase, accept delivery of and pay for the bonds, such check shall be cashed and the amount thereof retained by the District.

**SUBMITTAL INSTRUCTIONS:** Please return one (1) original signed proposal with six (6) copies and one (1) electronic copy on a “flash drive” or computer readable “Compact Disc” to Materials Management/Purchasing Department, Attn: Benjamin S. Mora, Assistant Contract Administrator, at the address noted above. All forms included as part of this RFP must be completed, signed (if applicable) and returned with proposal. **All responses must be in a sealed envelope, plainly marked with vendor's name, bid/proposal number, opening date and time.** Responses not submitted as specified above may be deemed “non-responsive”.

**VENDOR QUESTIONS:** All questions regarding this Request for Proposal must be addressed in written format via e-mail to Benjamin S. Mora, [bmora2@saisd.net](mailto:bmora2@saisd.net) with an e-mail carbon copy to Andrea C. Tena, [atenal@saisd.net](mailto:atenal@saisd.net), no later than **Thursday, March 10, 2016 at 10:00 AM (CST)**. Response to questions will be issued in the form of an addendum and posted on the Texas Purchasing Group, [www.texasbidsystem.com](http://www.texasbidsystem.com).

**Vendors are prohibited from discussing any matters related to this formal solicitation during the District’s formal evaluation process. Any violations will result in vendor disqualification. Reference attached General Terms & Conditions, Item 93.**

The District reserves the right to accept or reject any and all proposals in whole or part or to discuss/negotiate separately in any manner necessary. Due to District’s on-going construction projects and restructuring i.e. closure, realignment, relocation etc., service requirements are subject to change.

**\*\*\*SAISD WILL BE CLOSED IN OBSERVANCE OF SPRING BREAK & GOOD FRIDAY, MARCH 14 - 18, & 25, 2016\*\*\***

**PROPOSAL ACKNOWLEDGEMENT**

Name and Address of Bidder/Proposer: **(Please Print)**

**BIDDER/PROPOSER AUTHORIZED TO SIGN:**

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

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

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

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

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

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

E-mail Address: \_\_\_\_\_

**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

Telephone# (800 # if available): \_\_\_\_\_

Print Name & Title: Pamela Morrison, Director, Materials Management

Fax #: \_\_\_\_\_

Signature/Date Signed: \_\_\_\_\_ **FOR**

**SAISD OFFICE USE ONLY - NOTIFICATION OF AWARD**

ITEMS AWARDED: \_\_\_\_\_

BOARD APPROVED: \_\_\_\_\_

TOTAL AMOUNT: \_\_\_\_\_

**MANDATORY FORMS**

**Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.**

- 1. PROPOSAL ACKNOWLEDGEMENT ..... 1
- 2. Vendor Data Confidentiality Agreement Form ..... 3
- 3. Representation and Certification ..... 5
- 4. Conflict of Interest Questionnaire ..... 7
- 5. Materials Management - General Terms & Conditions..... 8

**EVALUATION FACTORS AND STATEMENT OF WORK**

**Proposers must provide the information requested on the following documents. If documents are missing or incomplete, this may result in disqualification. Please reference the forms for additional instructions.**

- 6. Evaluation Criteria ..... 20
- 7. Statement of Work..... 22
- 8. All addenda that have been issued.

## **San Antonio Independent School District Vendor Data Confidentiality Agreement Form**

\_\_\_\_\_ (hereinafter referred to as “Vendor”), has requested data from the District database (hereinafter referred to as “District data” or “data”) maintained by San Antonio Independent School District (hereinafter referred to as “SAISD” or “District”). Vendor has an approved contract to provide services to SAISD. Vendor has requested access to data for the purpose of providing the services specified in the contract. SAISD has agreed to provide the requested data, provided that Vendor agrees to comply with the terms and conditions set forth in this Confidentiality Agreement.

This agreement applies to Student data, Financial data, Payroll data, Demographic data, and any or all other data that Vendor has accessed or received from the District. Vendor hereby agrees that it will use the District data solely for the purpose of providing the services specified in the Vendor’s contract with SAISD.

### **Student Data**

SAISD will provide student data to Vendor pursuant to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g (b)(1)(F), and regulations issued under FERPA, 34 C.F.R. § 99.31 (a)(6). Vendor agrees that it will maintain the confidentiality of the data in accordance with 20 U.S.C. § 1232g(b)(1)(F), 34 C.F.R. §99.31(a)(6), and the terms of this Confidentiality Agreement.

For purposes of this Confidentiality Agreement, the term “personally identifiable student records” includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or the student’s family; (d) a personal identifier such as the student’s social security number or other student number; (e) information about a group of students that contains five (5) or fewer students; (e) a list of personal characteristics that would make the student’s identity easily traceable; and (f) other information that would make the student’s identity easily traceable.

Vendor agrees that it will maintain the confidentiality of personally identifiable student records contained in the District data at all times and will keep the District data in a secure location. Vendor shall restrict access to personally identifiable student records contained in the District data to only those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by students or parents of students whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of student data to Vendor.

### **Financial, Payroll, Employee, Vendor, Demographic, or other District Data**

For purposes of this Confidentiality Agreement, the terms “Financial, Payroll, Employee, Vendor, Demographic, or other District data”, includes but is not limited to, data that includes employee or vendor names; employee identification numbers; federal identification numbers; social security numbers; and/or vendor or employee home or work addresses, phone numbers, birthdates, job titles, pay amounts, email addresses, bank account numbers, bank routing numbers, and/or check numbers. Vendor agrees that he/she will maintain the confidentiality of all District data contained in the District records Vendor receives or obtains access to at all times and will keep the District data in a secure location. Vendor shall restrict access to all data contained in the District records to those employees who are participating in the contract.

Vendor understands and agrees that failure to adhere to the terms of this Confidentiality Agreement may violate federal law, could result in sanctions imposed by the federal government, and/or cause litigation by affected employees and/or vendors whose records are allegedly misused. Should vendor not comply with the terms of this agreement, District has the right to withhold further release of any or all data including employee, vendor or any other District data previously made accessible to Vendor.

### **Other Terms and Conditions**

Vendor agrees to keep secret any District system information, including all documentation, database or table descriptions, data schema, diagrams, and other materials containing any portion of the District data structures or other District system specifications.

Vendor agrees to provide newly-generated or collected data (such as assessment scores, student course selections,

payroll data, employee attendance data, or other data) to the Office of Technology and Management Information Services in a mutually agreeable format using secure file transfer protocols. Vendor agrees that it will not release or disclose any of the District data in any manner except as expressly described in this Confidentiality Agreement, unless Vendor has received prior written authorization from the District.

Should there be a breach of confidentiality by Vendor and a release of District data occurs to any third party not a party to this agreement, Vendor hereby agrees to provide immediate notification services to the appropriate parties at its sole expense, including but not limited to, providing notice to the District, the affected student, the parents of the affected student, the affected employee, and/or the affected vendor regarding the release of confidential data that has occurred. Furthermore, Vendor will promptly indemnify, defend, and hold harmless District, its present and future officers, employees and agents, from and against all claims, suits, demands, damages, losses, judgments, fines and costs, including reasonable attorney's fees and court costs, made against District or its officers, employees or agents to the extent they arise from Vendor's negligent acts or omissions, or willful misconduct or violation of law in the performance of services for District that lead to a breach of this Confidentiality Agreement.

Vendor agrees that it will promptly return the District data and system information to SAISD upon written request by SAISD or when the Vendor contract ends. Vendor further agrees that it will delete and not retain the District data or system Information when it is no longer needed for the purposes described in this Confidentiality Agreement and the Vendor contract.

Nothing in this agreement shall affect in any way Vendor's use of personally identifiable information received from any person other than SAISD, its employees or agents.

By signing below, Vendor accepts and agrees to the terms and conditions set forth in this Confidentiality Agreement.

(Name & Title of Vendor)

By: \_\_\_\_\_  
(Signature of Vendor)

Dated: \_\_\_\_\_

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
(Chief Information Officer)

Dated: \_\_\_\_\_

**If document does not apply, you must still sign and mark N/A.**

*This sheet must be completed, signed, and returned with firm's submittal.*

## Representation and Certification

By submitting this offer, the Vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

- a. The District will not contract with or award a contract to persons or entities which are indebted to the District, including but not limited to, being delinquent on the payment of property taxes. The District may verify any such indebtedness. Vendor represents that it is NOT indebted to the San Antonio Independent School District, including but not limited to, being delinquent on the payment of property taxes. Any indebtedness owed to the District by vendor shall be the basis to withhold an award, not enter a transaction, and not renew a contract with the vendor. **Please reference Item 22, "Indebtedness", and Item 71, "Payment of Taxes", of the attached Materials Management General Terms and Conditions.**
- b. By signing this bid/proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 entitled "Debarment and Suspension." Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. 'Covered transactions' include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 CFR section 180.220 of the Government-wide Non-Procurement Debarment and Suspension Guidance contains those additional limited circumstances. All non-procurement transactions (i.e., sub-awards to sub-recipients), irrespective of award amount, are considered covered transactions. **Please reference Item 75, "Debarment", of the attached Materials Management General Terms and Conditions.**
- c. Pursuant to the Texas Education Code, Subchapter B, Section 44.034, "Notification of Criminal History", a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.

### **Check one:**

1. ☐ **My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.**
2. ☐ **My firm is not owned nor operated by anyone who has been convicted of a felony.**
3. ☐ **My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.**

**Name of Felon(s):** \_\_\_\_\_

**Details of Conviction(s):** \_\_\_\_\_

- d. "Non-Collusion Statement" and "Anti-Lobbying Certification": "The undersigned affirms that they are duly authorized to execute this Representation and Certification, Offer, and/or Contract and that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion." In accordance with Title 31, USC Section 1352, no attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, with the San Antonio Independent School District Board of Trustees between bid/proposal submission date and award by the Board.
- e. Not Applicable
- f. "Conflict of Interest": (1) Neither an officer, agent, employee, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor (if the vendor is a sole proprietorship) is an SAISD employee or related by consanguinity (second degree) or marriage (first degree) to an SAISD employee.  
(2) Neither an officer, agent, employee, affiliate, subsidiary, or stockholder (if vendor is a privately held corporation) of the vendor, nor the vendor itself has a conflict of interest in the performance of its contract with SAISD. Note: as used here, "conflict of interest" means a vendor (including its affiliates and subsidiaries) has an interest (financial or otherwise) that is inconsistent with its contractual obligations to SAISD, or the vendor's officer's, agent's, employee's, or stockholder's personal interests are contrary or inconsistent with the vendor's contractual obligations to SAISD.  
(3) Vendor has timely submitted the required conflict of interest questionnaire (CIQ) in compliance with Chapter 176 of the Local Gov't Code and SAISD mandates. Note: Texas law requires vendors to file a CIQ adopted by the Texas Ethics Commission not later than the seventh business day after the date that the vendor: (i) begins discussions or negotiations to enter into a contract with SAISD; (ii) submits to SAISD an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with SAISD; or (iii) the date the person becomes aware of an employment or other business relationship with a SAISD officer, or a

family member of the officer, or that the person has given one or more gifts to an SAISD officer of the District, or a family member of the officer. A vendor is further mandated by SAISD to file a CIQ thirty days before the vendor's contract term expires and a renewal is considered by SAISD. **Failure to timely file the CIQ will disqualify the vendor from being awarded a contract or having its contract renewed.** See SAISD Board Policy CHE (LEGAL) and the Texas Ethics Commission for additional information on the filing of a CIQ.

**Please complete the Conflict of Interest Questionnaire along with all other required documents to accompany bid/proposal submittal.**

- g. Bidder/Proposer agrees to the attached "Materials Management General Terms & Conditions" and any Special Terms & Conditions (if applicable) of this bid/proposal and in case of conflict with other documents provided by Bidder/Proposer, these General and/or Special Terms and Conditions take precedence and prevail unless specifically identified and changes are signed by both parties.
- h. "Insurance, Bonds": Insurance and/or bond requirements are enumerated elsewhere in Contract documents. Submission of a certificate of insurance/bond by the undersigned (or an agent/broker on behalf of the undersigned) represents that the coverages and perils covered by the insurance/bond meet or exceed the requirements of the solicitation document and/or subsequent contract. SAISD may make reasonable reliance on the submitted certificate of insurance/bond. The certificate of insurance/bond must accurately reflect the policy coverages and will become a part of the Contract Documents and incorporated by reference, but the Contract terms/conditions and statement of work take precedence over any and all contents of the certificate of insurance/bond including, but not limited to, disclaimers, qualifications, etc. Failure to provide insurance/bond in accordance with Contract may be cause for termination for default and other remedies allowed by law and/or equity. Vendor must notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the vendor knew or should have known of any changes that materially affects the insurance/bond coverage.
- i. "Criminal Background Checks/Searches": Bidder/Proposer represents that criminal background checks/searches have been conducted (or will be conducted prior to start of Work if required) in accordance with Materials Management General Terms & Conditions (Criminal Background Check) and "Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9" (attached) and "Contractor Criminal Background Certification (attached). Frequently asked Questions and Answers for the Criminal Background Certification can be viewed at [www.saisd.net/ADMIN/purchasing/index.shtm](http://www.saisd.net/ADMIN/purchasing/index.shtm).

I, the undersigned officer or authorized agent for the firm named below, certify that the information provided herein has been reviewed by me and is true to the best of my knowledge.

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

Submitter's Name/Title: \_\_\_\_\_

Submitter's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\* Denotes mandatory requirement.*

***This sheet must be completed, signed, and returned with firm's submittal.***

***Revised: 7-15-2014***

## Conflict of Interest Questionnaire

FORM MUST BE RETURNED WITH PROPOSAL – COMPLETE AS INDICATED

**NO CONFLICT** – Line 1: Company Name; Line 3: None; Line 7: Sign and Date

**CONFLICT** – Line 1: Company Name; Lines 2, 3, 4, 5, & 6: Answer Questions; Line 7: Sign and Date

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b> This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  By law this questionnaire must be filed with the records administrator of the local governmental entity 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), Local Government Code.  A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of vendor who has a business relationship with local governmental entity.</b>  <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>	Date Received
<b>2</b>	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div><b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</div></div>	
<b>3</b>	<b>Name of local government officer about whom the information is being disclosed.</b>  <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="text-align: center; font-size: 0.9em;">Name of Officer</div>	
<b>4</b>	<b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>  <div style="margin-top: 20px;"><p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div><p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p><div style="display: flex; justify-content: space-around; margin-top: 5px;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div></div>	
<b>5</b>	<b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b>	
<b>6</b>	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div><b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></div></div>	
<b>7</b>	<div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%;"><div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div><div style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</div></div><div style="width: 35%;"><div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div><div style="text-align: center; font-size: 0.8em;">Date</div></div></div>	

***This sheet must be completed, signed, and returned with firm's submittal.***

RFP # 16-023 (BM), "Underwriting Services"

Proposer Company Name: \_\_\_\_\_

## Materials Management - General Terms & Conditions

1. **Acceptance of Bid/Proposal Content** - These general conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Bidder/Proposer has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of a Bidder/Proposer to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Bidder/Proposer's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal according to the information and instructions will result in disqualification.
3. **Bid/Proposal Form Submission** - Return signed original sealed bid/proposal in a sealed envelope, plainly marked with bidder's name, bid/proposal number, opening date and time. If you are submitting multiple envelopes/packages, they must be numbered accordingly to ensure the documents are not inadvertently separated. Return bids/proposals at the front desk of the Office of the Director, Materials Management/Purchasing Department, 1215 Austin Street, San Antonio, Texas 78208-1097 between the hours of 8:00 a.m. – 4:30 p.m. Bidders/Proposers should ensure that responses are delivered to the front desk, as this is the location of the official time clock and all responses are required to be clocked in and date/time stamped. Responses not submitted as specified above will be disqualified. Additional copies of the bid/proposal may be requested.
4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted.
5. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
6. **Instructions to Bidder/Proposer** - All prices and quotations must be typed or written in ink. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Bidder must submit prices and other information required in the proper spaces on the bid/proposal forms provided. Deviation may result in disqualification of the bid/proposal.
7. **Acknowledgement of Addenda** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **may be** disqualified. Free Texas Purchasing Group registrants must frequently check the system to obtain notification of all published addendums. The District will not be responsible for making any other form of direct notification other than through Texas Purchasing Group Channels.
8. **Alternative Bids** - No alternate bids/proposals will be accepted, unless otherwise stated in the bid/proposal.
9. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Materials Management, Contract Administration, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.
10. **Substitutions** - The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "**NO SUBSTITUTE**" is specified. No substitutions or cancellations are permitted after award without written approval by the Director, Materials Management or designee.
11. **Brand Name or Equal** - The use of brand/models in the bid/proposal is to establish a standard of quality, workmanship, performance, etc. Bidders may bid brands/models they deem equivalent or equal to those shown on the bid/proposal. The burden of proof of equivalency or "Equal or" is upon the Bidder. The Bidder must specify make or model even if bidding the brand specified or a product "Equal or". Do not state "As Specified" or "Equal". Vendor(s) submitting brands or models other than those specified may be requested to furnish samples of their offerings.
12. **Receipt and Opening of Offers** – (1) Bids (i.e., Offers from IFBs) will be publicly opened, Offerors identified, and prices read aloud immediately following the Bid Opening Date/Time. Bidders are invited to be present at the opening of the bids on the date and hour specified. (2) Proposals (i.e., Offers from RFPs, RFOs, and RFQs) will be opened by SAISD in a non-public forum. Names of Offerors and prices will NOT be disclosed until after evaluation and award. (3) All Offers received in response to solicitation documents (IFBs, RFPs, RFOs, RFQs, etc.) will be forwarded to the applicable Evaluation Committee for review, scoring and recommendation.
13. **Tax Exemption** – The School District is exempt from Texas State and Local Sales Tax and Federal Excise – IAW Article 20.04 (F) 3, Chapter 20, Title 122a, Taxation, General, RCS, 1925, as amended by the 57<sup>th</sup> Legislature, first Called Session, 1961 – **DO NOT**

## INCLUDE TAX IN YOUR BID OR PROPOSAL.

14. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, extend due date(s), or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Director, Materials Management shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility will be grounds for a determination of non-responsibility.
15. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
16. **Bid Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at anytime prior to the bid/proposal opening date & time. Bids/Proposals cannot be amended or altered, except to correct price extension errors, after the opening date and time.
17. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of items on which the award was made in the manner specified in the contract, SAISD reserves the right to purchase the specified goods/services on the open market and vendor agrees to allow SAISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.
18. **Child Support Certification** - Pursuant to Section 231.006, "Family Code", the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not eligible to receive the specified grant, loan or payment, and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
19. **Purchase Orders** - Successful vendor **shall not** begin work/services or deliver merchandise without a signed purchased order.
20. **Indebtedness** - Because fiscal responsibility is a criterion, if the vendor is indebted to the District, including but limited to, being delinquent on the payment of property taxes, the District may withhold awarding a contract to the vendor and refuse to enter a contract with the vendor. Further, if the vendor becomes indebted to the District after a contract is entered, then District will withhold renewing the contract.
21. **Assignment Delegation** - No assignment nor transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Director, Materials Management or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 1215 Austin Street, San Antonio, TX 78208. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.
22. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
  - a) District may cancel or terminate the award or agreement for convenience, with or without preference upon 30 day written notice.
  - b) During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
  - c) Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
  - d) District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
  - e) District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.
23. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
24. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall

defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.

25. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in San Antonio, Bexar County, Texas.
26. **Right of Inspection** - The District has the right to inspect the goods at delivery before acceptance. If the District is not able to inspect the goods at the time of the delivery, the District reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and the Seller assumes all risk for damages incidental to the rejection of such goods. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or invoke any of its remedies.
27. **Qualification of Bidder/Proposer** – The School District will use a Request For Information as an “expressing of interest” to announce the intent of the District to solicit Offers or Proposals for certain products and/or services and to request that interested vendors advise the District of their interest. This is a flexible instrument that conveys no commitment on the part of either the District or the vendors. It is used merely to collect information.
28. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
29. **Title and Risk of Loss** - The title and risk of loss of the goods shall not pass to the District until the District actually receives and accepts possession of the goods at the point or points of delivery.
30. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.
31. **Out of State Vendors** - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
32. **Gratuities** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this revision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
33. **Special Tools and Test Equipment** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
34. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.
35. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.
36. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
37. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.
38. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the SAISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District

is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.

39. **Instructions to Bidder/Proposer** - All Bidders/Proposers awarded from this bid/proposal must participate in the District's electronic procurement program through either the Texas Electronic Group (TEG) or pay the SAISD \$50 annual processing fee for access to bidding opportunities.
40. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered. All invoices must be mailed to: San Antonio Independent School District, Attn: Accounts Payable, 141 Lavaca Street, San Antonio, Texas 78210. All invoices must reference a Purchase Order number assigned by SAISD.
41. **Prompt Payment Discounts** – Bidders/Proposers are encouraged to offer discounts for large one time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid, but will be part of any contract issued, with the exception of catalog discount bids.
42. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.
43. **Contract Extensions (option year(s))** - Any contract may be extended beyond the base year(s) in writing via an addendum by the School District with mutual agreement between the parties.
44. **Instructions to Bidder/Proposer** - The SAISD at its discretion may purchase from existing bids/proposals and/or issue other bids/quotes for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the school district.
45. **Ethics in Public Contracting** – School District employees are prohibited from receiving, soliciting any gifts, inducement or kickbacks.
46. **Delivery Terms** - If a delivery is to be made to a location other than the Materials Management/Purchasing Department, the delivery shall be made and articles shall be placed inside the school building or district facility in the room(s) designated, at no additional charge. Contractor is required to contact the School/Department specified on the purchase order, twenty-four (24) hours prior to delivery.
47. **Firm Price Period** - Bid/proposal pricing shall be firm for a minimum period of one hundred and twenty (120) calendar days following the date established for the opening date. A thirty (30) day minimum is required for Board of Trustees approval.
48. **Instructions to Bidder/Proposer** - SAISD reserve the right to award to a single vendor or multiple vendors i.e. primary, secondary and tertiary suppliers.
49. **Appeal Process** – A protest shall be in writing and shall be filed with the Materials Management/Purchasing Director. A protest of a bid/proposal shall be received at the Office of the Materials Management/Purchasing Director before the bid/proposal opening date. A protest of a proposed award or of an award or notice of termination or default shall be filed within ten (10) working days after the protester knows or should have known the basis of the protest. A protest received after the ten (10) working day period will not be considered and will be returned. A protest must include:
- a) The name, address and telephone number of the protestor;
  - b) The signature of the protestor or its representative;
  - c) Identification of the Bid/Proposal or contract number;
  - d) A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
  - e) The form of relief requested.
- The Materials Management/Purchasing Director will respond to all protests not later than ten (10) working days of receipt.
50. **Debarment/Suspension** – A Bidder/Proposer may be suspended/debarred for failing to comply with the terms and conditions of the contract. Suspensions/Debarment will occur for reasons including, but not limited to, rescinding an accepted bid/proposal, canceling a contract, poor quality of work and non-performance. The length of the suspension will be determined by the Director, Materials Management and a notice will be sent to the Bidder/Proposer citing the reason.

51. **Right to Audit** - The Bidder/Proposer's activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by SAISD, the Department of Finance/Division of Internal Audit, or their duly appointed representatives, sub-grantee or grantee of funds. All records must be maintained for seven (7) years from the completion of the contract (including any or all extensions).
52. **Retention of and Access to Records** – Contractor shall retain all books, documents, papers, and records that are directly pertinent to the Contract. Contractor shall make said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives for a period of at least seven (7) years following termination of the Contract.
53. **Expenses Incurred in Bid/Proposal Preparation** – SAISD will not be liable in any way for any costs incurred by any Proposer in the preparation of its bids/proposals, nor for the presentation of its bids/proposals and/or participation in any discussions and/or negotiations.
54. **Requirement for Interpretation** – Requests by the Director Materials Management/Purchasing for clarification of proposals shall be in writing. Applicable requests shall not alter the Bidder/Proposer's pricing information contained in its cost proposal.
55. **Official Correspondence** – All official contract related correspondence or any notice required hereunder shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the signatory at the address shown on the signatures page herein. Any notice required hereunder to District shall be given by actual notice evidence by signed receipt or by U.S. certified or registered mail, return receipt requested, addressed to the following person: Superintendent of Schools, San Antonio Independent School District, 141 Lavaca, San Antonio, Texas 78210, with an additional original notice sent certified or registered mail to the following address: Director, Materials Management, Attn: Contract Administration, 1215 Austin St, San Antonio, TX 78208. Such addressees and/or addresses may be changed from time to time by written notice of such change, given in accordance with these same provisions. All contract related correspondence must be plainly marked with sender's name, bid/proposal number, and opening date and time.
56. **Economic Price Adjustment** – All Bidder/Proposer initiated price increases are to be capped by the Consumer Price Index (CPI) or Producer Price Index (PPI). Such price increases must be justified by the Contractor, in writing, and may be contingent upon Board of Trustee approval. The District reserves the right to rescind a contract if a proposed price increase is not reasonable in the opinion of authorized District officials.
57. **Disclosure of Independence of Relationship** - No Officer, Board member or SAISD participating member's employee shall have a financial interest, direct or indirect, in any contract with SAISD participating members, or shall be financially interested, directly or indirectly, in the sale to any SAISD participating members of any land, materials, supplies, or services, except on behalf of SAISD participating members as an officer, board member or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer, board member or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with any SAISD participating members shall render the contract null and void.
58. **Contract Riders** – All School Districts, with a Board approved inter-local agreement with SAISD expressing an interest in riding the contract resulting from this solicitation may do so with written notification. Please indicate if contract pricing and terms will be extended to these districts. The District may assess a nominal administrative fee to the interested parties upon request. SAISD assumes no responsibility in the evaluation and award of any contract that result from this rider. Any contract resulting from this rider is strictly between the individual School Districts and the Proposer. This District will not be liable or responsible for any obligations, including, but not limited to payment, and for any item ordered by an entity other than SAISD.
59. **Instructions to Bidder/Proposer** – Successful Bidder/Proposer must be willing to accept SAISD Purchase Orders for the duration of the contract term.
60. **Non-Conforming Terms & Conditions** – Proposer's submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the price, quality, or delivery of goods/services. If price, quality or delivery is affected, the bid/proposal will be deemed "non-responsive". The District's General and Special Terms and Conditions and Statement of Work (SOW)/Specifications will take precedence over the Bidder/Proposer's boilerplate conditions. The Offeror's "binder", cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW)/Specifications of the District's solicitation document (RFP, IFB, RFO, RFQ, etc.) take precedence.
61. **Use of Terms "Bid," "Bidding, or "Bidder"** - Any use of the terms "Bid" or "Bidding" contained in any of the Proposal or Contract Documents, and referring to the submission of a price or proposal by the Proposer for the intent of securing an award of the

Contract, shall be understood to refer to the submission of a Sealed Proposal as set forth herein. Any use of the term “Bidder” contained in the Proposal or Contract Documents shall be understood to refer to the Proposer making the proposal.

62. **Acceptance by Board of Trustees** – No award of Contract shall be valid, and no contract is created or binding, until the bid/proposal has been accepted by the Board of Trustees.
63. **Facility Modifications** – If any part of the proposal will necessitate any existing facility modifications to include but not limited to the removal or relocation of any physical elements, the Proposer shall provide a detail list of every modification necessary and associated cost to address each item. Further, if there is an increase of existing electrical, plumbing or mechanical load(s) to the existing facility that will necessitate additional electrical outlets, water sewer, air conditioning, etc., the Proposer shall provide a comprehensive list of such, the necessary details and associated cost to address such item. The Proposer shall comply with all applicable codes, regulations, statutes.
64. **SAISD Policies, Procedures, and Public Information Office** – Bidder/Proposer agrees and acknowledges that any and all documents submitted in response to and all bids/proposals are subject to disclosure under the State of Texas Open Records Act. Bidder/Proposer must contact the SAISD Policies, Procedures, and Public Information Office at (210) 554-8480 to submit a formal request for the information.
65. **Estimate of Requirement** – The quantities stated are an estimate of use. Quantities shown are minimum requirements. There are no guaranteed quantities purchases.
66. **Competition Intended** – It is the District’s intent to maximize competition for all solicitations. It shall be the Offeror’s responsibility to advise the Director, Materials Management/Purchasing, in writing if any language, requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received not later than five (5) days prior to the date set for acceptance of the Bids/Proposal/Request for Offer/Request for Quotes, etc.
67. **No Quantity Guarantee** - The Contract is not exclusive to the Vendor. The District makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.
68. **Material Safety Data Sheets** – By law, the District will not receive any materials, products or chemicals which may be hazardous to an employee’s health unless accompanied by a Material Safety Data Sheet.
69. **Payment of Taxes** – All Contractors located or owning property in Bexar County shall assure that all real and personal property taxes are paid. Material Management will verify payment of all real and personal property taxes due by the Contractor prior to award of any contract award or renewal.
70. **Safety** – All Contractors and Subcontractors performing services for the School District are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Contractors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.
71. **Subcontractors** - Offeror’s shall include a list of all subcontractors in their proposal. Proposal shall also include a statement of the Subcontractor’s qualifications. The District reserves the right to reject the successful Offeror’s selection of any or all Subcontractors.
72. **Prohibition as Subcontractors** – No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
73. **Debarment** – By submitting a proposal, the Contractor certifies that the company is not currently debarred by the Texas Comptroller of Public Accounts.
74. **Miscellaneous Requirement** – The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. Supporting and/or backup information and/or documentation to include, but not limited to, administrative procedures, work flow charts, templates, third-party documents, end-user license agreements, “shrink-wrap” and/or “click-wrap” licenses, etc. may be used to define processes, procedures, or performance expectations; however, this supporting/backup information/documentation does not take precedence over the solicitation document and/or documents identified as Contract Documents.

75. **Contract Documents and Order of Precedence** - Contract Documents are the documents that comprise the basis of contractual agreement between the District and the successful Offeror. In the simplest contracts, Contract Documents include the District's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; and the notice of award or acceptance by the District. In more complex contracts, Contract Documents may be identified in the District's notice of award or acceptance and may include the District's solicitation document (RFP, IFB, RFO, RFQ, etc.); the Offeror's response to the solicitation document; the District's request for Best and Final Offer (BAFO); the Offeror's response to the BAFO; and the notice of award or acceptance by the District.
- a) Offeror will ensure the District's terms and conditions, statement of work/specifications, and Contract Documents order of precedence flow-down to Offeror's subcontractors, agents, and/or third-party business "partners".
  - b) Regardless of the documents comprising the Contract Documents, the District's solicitation document (to include the SOW/Specifications and Terms and Conditions) take precedence over other Contract Documents (regardless of date).
  - c) After contract award, the successful Offeror, its sub-contractors and/or other third-parties to the Contract may provide additional information and/or documentation to facilitate accomplishment of the Contract's SOW/Specifications in the form of administrative procedures, processes, flow charts, templates, etc.; however, these additional documents (especially imbedded comments or general references terms, conditions, SOW/Specifications) do not change nor replace existing Contract language nor do they supercede or change precedence of the Contract Documents. Any attempt by the Offeror and/or its subcontractors, agents, third-parties, etc. to submit or introduce documents that supercede or take precedence over the Contract Documents may be declared null and void by the District.
  - d) The District does not intend to surrender or reduce any of its sovereign or contractual rights provided under Federal and/or Texas statute(s) and any attempt by the Offeror or any third-party to do so is null and void.
76. **F.O.B. Destination (Free on Board)** – Quote F.O.B. destination for all competitive bids/proposals.
77. **Responsibility for Actions** - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.
78. **Criminal Background Check** – All vendors, contractors and their subcontractors hereinafter called ("service contractor"), must comply with the requirements of Senate Bill 9, promulgated by the 80<sup>th</sup> Legislature of the State of Texas. The requirements apply to service contractors whose employees, hereinafter called ("covered persons"), will have continuing duties related to the contracted services and who will have direct contact with students. Such service contractors who employ a covered person will have to conduct criminal background checks on those employees who are covered persons. If the covered person was hired by the service contractor before January 1, 2008, the service contractor must certify to the District that the service contractor has obtained the criminal history record information from any law enforcement or criminal justice agency or a private consumer reporting agency governed by the Fair Credit Reporting Act, 15 U.S.C 1681 et seq. for the covered person. A covered person is considered to have been employed by a service contractor as of the date the covered person first provided services for compensation.

If the covered person was hired on or after January 1, 2008, the employer shall obtain the criminal history record information through the criminal history clearinghouse maintained by the Texas Department of Public Safety as provided by Government Code 411.0845. A covered person is considered to have been offered employment as of the date the covered person accepted an offer from the service contractor for a specific job position or a specific project that is to begin on a date that is certain or reasonably ascertainable. For covered persons hired on or after January 1, 2008, fingerprinting and photographing of the covered person may be necessary.

#### **DEFINITIONS:**

**Continuing duties related to the contracted services** shall mean work duties that have been or will be performed on District property on a regular and repeated basis, rather than on a one time or infrequent basis. **Covered person** shall mean an individual who is not an applicant for or a holder of a certificate under Education Code Chapter 21, Subchapter B; is employed or offered employment by a service contractor, or is an independent contractor of the District and who has or will have continuing duties related to the contracted services and who has or will have direct contact with students. The covered person also includes a minor who is not a student of the District. **Service Contractors** shall mean vendors, independent contractors and their subcontractors, and third part service providers who are compensated by the District for services rendered. **Direct contact** shall mean verbal or physical interaction with one or more students that is necessary for the performance of contracted services, or that provides substantial opportunity for unsupervised interaction with students. Student contact that is incidental to the performance of contracted services, including incidental contact that results from services that do not provide the opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not direct contact with students. **Disqualifying Conviction** shall mean a felon offense under Title 5, Penal Code; (these are offenses against the person, such as criminal homicide, kidnapping and unlawful restraint, trafficking of persons, sexual offenses and assaultive

offenses); an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or an equivalent offense under federal law or the laws of another state if, at the time of the offense, the victim was under 18 years of age or was enrolled in a public school.

#### **SERVICE CONTRACTOR RESPONSIBILITIES:**

A service contractor shall obtain all required criminal history record information, as described above, that related to a covered person employed by the service contractor or a subcontractor of the service contractor. If a service contractor determines that a person who provides any of the contracted services is not a covered person because the person does not have continuing duties related to the contracted services, or does not have direct contact with students, the service contractor shall make reasonable efforts to ensure that such persons do not in fact have continuing duties or direct contact. A service contractor shall certify, using a District provided form, to the District that it has obtained all criminal history record information related to covered persons, and that it has taken reasonable steps to ensure that its employees who are deemed not to be covered persons do not have continuing duties related to the contract services or direct contact with students. A service contractor shall not permit a covered person to provide services at the District if the covered person has a disqualifying conviction.

79. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to SAISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or un-retained goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District's Finance Division will not issue payment for goods and services delivered without an official purchase order.
80. **Discount Purchases** - Zero (0) percent discounts will not be considered for contract award. SAISD may select 3 to 5 of the most qualified/responsive vendors offering the most competitive pricing. Bidders must submit a catalog or price list, if applicable, with the bid for evaluation purposes. Failure to submit a catalog will result in disqualification. Bids shall be awarded to the vendor(s), as determined by the District, offering the most competitive pricing based upon a comparative analysis of each vendor's manufacturer/catalog pricing.
81. **Bonds** - Cashier's Check, Bid Bond or Irrevocable Letter of Credit:
- a) Cashier's check or bid bond is required with bid of \$10,000.00 or more.
  - b) Each bid shall be accompanied by either a cashier's check or Surety Company bid bond in the amount of not less than five (5) percent of total bid/proposal amount. Check or bond shall be payable to the SAISD as payee or obligee, and shall be effective once the bids are opened. If the vendor submits a Cashier's Check in lieu of a Bid Bond the following statement must be typed at the bottom left hand side of the Cashier's Check: "In Lieu of Bid Bond". Bid Bond shall be executed by a surety duly authorized to do business in Texas and licensed by the State of Texas to issue surety bonds.
  - c) Such checks or bid bonds will be returned to all except the three lowest bidders after the opening of the bids; the remaining checks or bid bonds will be returned after the contract award. The surety amount of not less than five (5) percent of the total bid/proposal amount made payable to SAISD may be forfeited in whole or in part if the vendor does not execute a contract and post the applicable Performance/Payment Bonds or Insurance Certificate required by the Materials Management General Terms and Conditions within ten (10) working days from date of Notice of Award.
  - d) If any such bid bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurers who are duly accredited, trusted, licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
  - e) If an Irrevocable Letter of Credit is submitted in lieu of a Cashier's Check or Bid Bond the financial institution must be subject to the laws of the State of Texas. The letter must be made payable to SAISD in the amount of not less than five (5) percent of total bid/proposal amount. The letter must state "Irrevocable" in order to satisfy the District's surety requirement. In the event the contract is not awarded to the applicable vendor, the original letter of credit will be returned to the unsuccessful vendor.
82. **Bonds:**
- a) In General: The Bonds shall in all respects conform to the requirements of the law of the State of Texas including, without limitation, the requirements in TEX. PROP. CODE §§53.201-53.239, as amended, and shall (1) name obligees; the Owner and the other Indemnities, a lender(s) of Owner, if any, and the title insurance company(ies) which has (have) issued title policies to Owner or its lender(s), if any, (2) be in form satisfactory to Owner and be issued by a surety licensed and admitted to do business in Texas, which maintains at least a "B+" rating or better as issued by A.M Best & Co.

- b) Reinsurance: In accordance with Tex. Ins. Code §7.19-1, for any risk exceeding 10% of the surety's capital on any bid bond, surety bond, or performance bond, the respective surety shall obtain reinsurance on such risk with one or more reinsurers that are duly authorized, accredited, or trusted to do business in Texas. Such reinsurance shall be witnessed by written certification as a condition precedent to SAISD's acceptance of the bond.
- c) Venue: If any suit shall be instituted against a surety, guarantee, or Fidelity Company by SAISD, the proper Court of the county where the bond has been filed shall have jurisdiction of this case, and the surety, guarantee or Fidelity Company shall be deemed resident of the county wherever they may do business. Tex. Ins. Code §7.01 et seq.

83. **Performance & Payment Bonds or Irrevocable Letter of Credit:**

- a) Not Applicable
- b) Bidder agrees that upon award of contract, bidder will execute and submit the required documents within ten (10) working days from date of Notice of Award. Bidder shall not commence work under this contract until the Performance and Payment Bond required under this section have been obtained and submitted to the School District. "The District reserves the right to automatically revoke Board Award if the vendor does not provide Performance and Payment Bonds within ten (10) working days from date of Notice of Award."
- c) Successful bidder shall furnish a performance and a payment bond executed by a surety acceptable to the SAISD in an amount of 100 percent of the contract price as security for the completion of the work and for the payment of all persons performing labor and furnishing material in connection with this contract, whether or not they become part of the completed project.
- d) Performance and Payment bonds shall be executed by a surety duly authorized to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If any such bond is in an amount in excess of ten percent of the surety company's capital and surplus, the School District may require, as a condition to accepting the bond, written certification that the surety company has reinsured the portion of the risk that exceeds ten percent of the surety company's capital and surplus with one or more reinsurer who are duly accredited, trusted or licensed and admitted to do business in the State of Texas. The amount reinsured by any reinsurer may not exceed ten percent of the reinsurer's capital and surplus.
- e) The District may accept an Irrevocable Letter of Credit for low risk type services as determined by the District. If an Irrevocable Letter of Credit is accepted in lieu of Performance Bond, based upon the District's determination, the financial institution must be subject to the laws of the State of Texas. The letter must state "irrevocable" to be made payable to SAISD in the amount of 100% of total bid/proposal amount. The District reserves the right to automatically revoke Board Award if the vendor does not provide an Irrevocable Letter of Credit within ten (10) working days from date of Notice of Award. The Letter of Credit will be returned to the unsuccessful vendor(s) within 10 working days after contract award. Vendor must enclose a self addressed stamped envelope for return of letter. If the successful vendor(s) does not execute a contract and post the applicable Insurance Certificate required by the Materials Management General Terms and Conditions within ten (10) working days from date of Notice of Award, the District shall file a written claim with the financial institution to forfeit the face value amount in whole or in part.

84. **Insurance**

- f) The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best Rating of the insurance company to determine the company's acceptability to the School District.
- g) An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award."
- h) Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the San Antonio Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the San Antonio Independent School District. The certificate(s) of insurance provided the San Antonio Independent School District by the Contractor must reflect the above-stated requirements.
- i) **Failure to submit and maintain valid insurance/bonding constitutes a breach of contract and may result in contract termination in the best interest of the District.**

**NOTE: THE FOLLOWING REQUIREMENTS HAVE BEEN REVISED (FEBRUARY, 1992). BIDDERS ARE DIRECTED TO REVIEW THESE PROVISIONS CAREFULLY.**

**Insurance coverage and liability limits shall be not less than the following:**

**COVERAGE**

**LIMITS**

- A. COMPREHENSIVE AUTOMOBILE LIABILITY** \$500,000.00 CSL  
(Combined Single Limits)  
or \$250,000/\$500,000 BI/ \$100,000 PD  
BI=Bodily Injury, PD=Property Damage

Business (Commercial) Automobile Liability Insurance coverage is required for all owned, non-owned and hired vehicles. No deletions/exclusions from standard coverage form allowed without written consent from the San Antonio Independent School District, Materials Management Department.

Must Include Owned, Hired, and Non-Owned Automobiles

- B. COMPREHENSIVE GENERAL LIABILITY** \$500,000.00 CSL  
**EACH OCCURRENCE** (Combined Single Limits)  
or \$500,000 BI/\$100,000 PD

**General Aggregate** \$1,000,000.00

Independent Contractor Coverage (same as above) if Sub-Contractors are used.

**FOR CONTRACTS OF \$25,000.00 OR MORE:**

In Addition to the Comprehensive General Liability requirements shown above, Excess Liability or Umbrella Policy in the amount of \$1,000,000.00 is required for contracts of \$25,000.00 or more, unless Comprehensive General Liability limits of \$1,500,000.00 or more for each occurrence can be provided as a substitute for the Excess Liability requirement.

**C. WORKER'S COMPENSATION INSURANCE**

The Texas Labor Code requires worker's compensation insurance for all persons providing services on a building or construction projects. The San Antonio Independent School District requires the prime contractor to:

- Provide certificates of coverage for the contractor's employees to the Materials Management/Purchasing Department.
- Provide certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
- Retain copies of the above certificates of coverage for the duration of the project, plus one year.
- Notify the San Antonio Independent School District entity, in writing, by certified mail or personal delivery, within ten days after the contractor knew or should have known of any changes that materially affects the coverage of any person providing services on the project.
- Provide new certificate at least thirty (30) days prior to the expiration of coverage period.
- Obtain and provide new certificates of coverage for each person providing services on the project whose current certificate ends during the duration of the project.
- Post a notice on each project site in the text, form, and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

Persons providing "services" on the project includes all persons or entities performing all or part of the services that the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers and owner-operators. "Services" include without limitation, providing hauling or delivering equipment or materials, or providing labor, transportation, or other services related to the project. "Services" do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. (Vernon's Ann. Civ. Stat., Art. 8308-3.23)

**D. PROFESSIONAL LIABILITY**

- "Provide proof of professional liability/errors omissions in the amount of \$500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm's owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.

85. **Clean Air and Water Act** - I, the Bidder/Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h) ), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR, Part 15, as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency, Assistant Administrator for the Enforcement.
86. **Instructions to Bidder/Proposer** - The quantities of products noted in the minimum specifications portion of this document are estimates only and not necessarily purchased by this contract. Specific quantities will be noted on subsequent purchase/delivery orders issued under this contract. If the District's requirements do not result in orders in the quantities described as "estimated" in the minimum specifications, that fact shall not constitute the basis for an equitable price adjustment.
87. **Liquidated Damages** - If the successful offeror fails to deliver or defaults on this contract within the time specified in the contract, the offeror shall pay (or have withheld from payments due), at the option of SAISD, to SAISD as liquidated damages \$300 per delivery order. Offeror agrees that this is a reasonable cost to compensate SAISD for time and effort involved in procuring replacement products and/or services, which costs would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude SAISD from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity available to SAISD.
88. **Instructions to Bidder/Proposer** - All bids/proposals must be complete and convey all of the information requested in order to be considered responsive. If the bid/proposal fails to conform to the essential requirements of the bid/proposal solicitation, the District alone will determine whether the variance is significant enough to consider whether or not the bid/proposal is acceptable and therefore a candidate for further consideration.
89. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.
90. **Copyright** – Any original work or design created on behalf on the San Antonio Independent School District shall be considered a "work made for hire" under the United States Copyright Act and shall be the sole property of the San Antonio Independent School District and all right , title and interest therein, including copyright, shall solely vest in the District.
91. **Instructions to Bidder/Proposer** - SAISD is tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure SAISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by SAISD that the employee must be immediately restricted from all SAISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with SAISD.
92. **Contact with SAISD** – Bidder/Offeror/Proposer/Vendor will direct all questions/concerns about the solicitation, the evaluation, and/or resulting contract to SAISD's Director of Materials Management. Bidder/Offeror/Proposer/Vendor or agents will have no direct contact with SAISD Board members individually nor any SAISD Evaluation Committee Member, Administrator, Deputy/Associate/Assistant Superintendent, or Superintendent, etc. without coordinating such contact with SAISD's Director of Materials Management prior to attempting any such contact. Failure to comply with this requirement, unless otherwise stated may result in disqualification.
93. **Other Applicable Laws** – Any provision required being included in a contract of this type by any applicable and valid Executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.
94. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance**
- a) **Membership.** San Antonio ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.
  - b) **Adoption of Awarded Contracts.** In support of this collaborative effort, all awards made by San Antonio ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

- c) Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

**Acknowledgment of San Antonio ISD General Conditions**

I have read and agree to the above General Terms and Conditions for San Antonio ISD.

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

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

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

Date: \_\_\_\_\_

***The General Terms & Conditions must be completed, signed, and returned with firm's submittal.***

Revised: 10-23-15

## Evaluation Criteria

It is the intent of the District to award this RFP based on the **Best Overall Value to the District** and the determination of responsibility or non-responsibility of Proposer as the law allows. Each Proposer shall furnish to the SAISD, all such information and data requested by the SAISD to help in determining the Proposer's qualifications and responsibility. The District reserves the right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District.

The District expressly retains its authority and ability to select and/or reject all proposals.

**An Evaluation Committee will evaluate the proposals against the following weighted criteria:**

Scoring Matrix	Phase 1		Phase 2	
	All Respondents	Points	Senior Only	Points
<b>I. Firm Overview</b>				
a.	X	10		
b. Senior Only			X	10
c.	X	5		
d. Informational Only	X	0		
<b>II. Firms Financial Condition</b>				
a.	X	10		
b. (Senior Only)			X	5
c.	X	5		
<b>III. Personnel</b>	X	20		
<b>IV. Coverage</b>	X	20		
<b>V. Relevant Financing Experience</b>	X	5		
<b>VI. Distribution and Marketing Capability</b>				
a.	X	10		
b	X	5		
<b>VII. Market and Pricing Information</b>				
a.	X	5		
b.	X	5		
<b>VIII. Technical and Analytical Resources</b>				
a. (Senior Only)			X	2
b. (Senior Only)			X	8
<b>IX. Other Considerations - Informational Only</b>	X	0		
<b>X. Case Study (Senior Only)</b>			X	25
<b>Total Points</b>		<b>100</b>		<b>50</b>

SAISD may request a written interpretation from a Proposer of any term or statement in a proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation.

SAISD shall have the right to reject any or all proposals; to reject a proposal not accompanied by the required documents; to reject a proposal, which is in any way incomplete, irregular, or nonconforming; or to reject a proposal, which may otherwise be legally rejected for any reason. SAISD may waive any informality in any proposal to the fullest extent permitted by applicable law.

## **Introduction**

The San Antonio Independent School District is seeking qualified vendors to provide “Underwriting Services” that will meet the needs of the District. This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but it is not intended to limit a proposal’s content or exclude any relevant or essential data.

## **Background**

The San Antonio Independent School District, Texas (the “District”) is soliciting this Request for Proposals for Underwriting Services (“RFP”) from qualified investment banking firms (the “Respondents”) for the purpose of retaining a pool of underwriters to provide underwriting services for the District’s anticipated debt program activity for a period of three (3) years. In selecting the underwriting team, and in particular, the senior manager for a specific series of bonds, emphasis will be placed upon innovative financing ideas, the experience of the assigned investment bankers and underwriters, marketing and distribution platform, capital position, underwriting experience and proven distribution capacity at a reasonable cost. Please note that in addition to coordinating a successful pricing with other members of the underwriting syndicate, the senior manager shall also provide the District with a summary of takedown and management fee by each firm, as well as a detailed breakdown of underwriting syndicate expenses within thirty (30) days of closing for each transaction.

All Respondents proposals will be evaluated to be considered as a co-manager in the District Underwriters Pool. An additional five (5) questions are included for Respondents wishing to be considered to serve as senior managers for the District. Failure to provide complete responses to all five (5) senior manager specific questions may disqualify a firm from consideration to serve as a senior manager in the Districts’ underwriting pool.

The District intends to select a group of Respondents to serve as an underwriting pool, from which the District will select underwriters for the District’s bond and/or note financings over the course of a three (3) year period. The District reserves the right to amend the duration of the term and/or the composition of the pool. In addition, the District reserves the right to remove or replace Respondents on the basis of performance or as a result of changes in assigned personnel.

The Respondents selected through this process may be utilized for unlimited tax obligations the District issues as well as limited tax obligations.

The District shall not bear any costs or obligation to the Respondents or their counsel in the event that a planned transaction is not completed or is not completed on a negotiated basis.

**DURING THE PERIOD BEGINNING ON ISSUANCE OF THIS RFP THROUGH THE CONCLUSION OF THE SELECTION/CONTRACTING PROCESS (UNLESS THE SOLICITATION IS TERMINATED SOONER), VENDOR (INCLUDING ITS EMPLOYEES AND AGENTS) SHALL NOT HAVE DIRECT OR INDIRECT COMMUNICATION RELATED TO THIS RFP WITH ANY MEMBER OF THE DISTRICT’S STAFF OR GOVERNING BODY, EXCEPT AS EXPRESSLY PERMITTED IN THE RFP. VIOLATION OF THIS PROVISION IS GROUNDS FOR DISQUALIFICATION OF THE VENDOR, ITS PROPOSAL, CANCELLATION OF AN AWARD TO THE VENDOR, AND/OR DEBARMENT OF VENDOR.**

## **Statement of Work**

**Each proposal should be accompanied by a one-page Letter of Transmittal which if applicable must contain the Respondents interest in being considered to serve as a senior manager in the District’s proposed underwriting pool, and should be signed by an authorized officer/designee of the Firm who is responsible for committing the Firm’s resources.**

The proposals must address the following questions or requests for information and be organized so that the specific questions or requests for information each begin on a new page with the question repeated at the top of the page.

### **I. Firm Overview**

- a. Discuss your firm’s presence in and commitment to the State of Texas including locations of public finance offices and number of employees at each location.
- b. Please provide the dollar volume of your firm’s senior-managed negotiated Texas G.O. transactions for the period of February 2015 through February 2016. Respondent is to list the transactions using the template provided in sheet “Senior Managed Transactions” found in the Excel File included with this RFP. Provide Date, Issuer name, Type of bonds issued and par amount for each of the referenced issues. **(To be provided only by Senior Underwriter Respondents)**
- c. The dollar volume of your firm’s co-managed negotiated Texas G.O. transactions for the period of February 2015 through February 2016. Respondent is to list the transactions using the template provided in sheet “Co-Manager Transactions” found in the Excel File included with this RFP.

- d. Does Respondent consider itself a National, Regional or Local investment banking firm?

## **II. Firm's Financial Condition**

- a. Describe the firm's capital commitment to its municipal finance activities, including average daily inventory of municipal bonds (tax-exempt fixed rate only) by year during the last three (3) years.
- b. Please provide your firm's underwriting capacity for a transaction size of approximately \$145,700,000. Assuming a 40% liability as a senior manager, please indicate whether your firm would be within any underwriting policy limits or if additional approval will be needed prior to the sale date. **(To be provided only by Senior Underwriter Respondents)**
- c. Describe the firm's capital commitment to its municipal finance activities, including average daily inventory of municipal bonds (tax-exempt fixed rate only) by year during the last three (3) years.

## **III. Personnel**

Provide the names, proposed roles, background and experience and office location of the personnel that would work on the District's account, and specifically identify the primary banker(s) ("Primary Banker") who will be responsible for managing the relationship with the District.

## **IV. Coverage of the District:**

Using the form found in sheet "Coverage" of the Excel Spreadsheet included with this RFP, provide the coverage provided by the Respondent Firm to the District for the period of July 1, 2014 through February 25, 2016. For purposes of this RFP, Coverage is defined as any financing ideas prepared and sent to the District for consideration, giving extra consideration for appointments made with the District to discuss such ideas. We would not define coverage as the distribution of weekly, monthly or quarterly newsletters meant for a wide general audience. The sections shaded in grey are examples of information being requested.

## **V. Relevant Financing Experience**

Include a discussion of the specific Texas ISD expertise and services that distinguishes your firm.

## **VI. Distribution and Marketing Capability**

- a. Provide the number of sales professionals and traders working in municipal securities that are dedicated to institutional sales with respect to each of the following products:
  - i. Traditional fixed rate tax-exempt bonds
  - ii. Variable rate demand obligations
- b. Provide the number of sales professionals and traders working in municipal securities that are dedicated to retail sales with respect to each of the following products:
  - i. Traditional fixed rate tax-exempt bonds
  - ii. Variable rate demand obligations

## **VII. Market and Pricing Information**

- a. Identify the District's top twenty (20) primary institutional investors in the last three (3) years, please list up to five (5) transactions which are good examples of your firm's ability and willingness to commit capital on behalf of an issuer's primary offering in a negotiated bond sale. In particular, the examples should demonstrate instances when the firm was willing to commit capital rather than making adjustments to the pricing of the bonds because the firm believed the price of the bonds was accurate. In your examples, please include the name of the issuer, the sale date, the size of the bond sale, the amount of bonds the firm underwrote to support the pricing and any market conditions at the time of the pricing that are worth mentioning. Also provide a short paragraph narrative of each referenced transaction describing how the strategy employed to commit capital resulted in a lower cost of capital for the issuer.

**VIII. Technical and Analytical Resources (To be provided only by Senior Underwriter Respondents)**

- a. Describe the technical, quantitative and analytical resources available to your firm in the process of structuring, analyzing and pricing bond issues. Provide examples of analysis.
- b. Although the District intends to refinance certain fixed-rate maturities of the Series 2006 bonds, it will be unable to call the capital appreciation bond maturing in 2025. Please address any possible financing solutions or problems related to the potential defeasance of this obligation and provide any analytical reports generated to support solutions.

**IX. Other Considerations**

Respondents shall provide the self-regulatory organizations (SROs) and US states the Primary Banker is currently registered and licensed with, the category of each license and the date on which it became effective.

**X. Case Study – Plan of Finance (To be provided only by Senior Underwriter Respondents)**

Respondents shall submit the response to this Section X. in a separate envelope written on plain white paper (No Respondents name, logo or identifying information). Make no reference to Respondent's name anywhere in response to Section X. Case Study Plan of Finance. This section is to be included in the same package as the rest of the Respondents proposal.

**Specific Directions and Assumptions for the Case Study:**

Respondents are being asked to calculate the values for the sections that are highlighted in yellow on both the "Summary of Debt Service Before" and "Summary of Debt Service After" sheets of the Excel Spreadsheet included with this RFP. Respondents are also being asked to provide a narrative with the Deal specific steps that the District will have to take to effectuate the most efficient use of the Instructional Facilities Allotment (IFA) and Existing Debt Allotment Program (EDA) for the Series 2016 A, B & C transactions and future bonds elections. The submittals must demonstrate knowledge of tax-rate limitations and the Texas Education Agency (TEA) requirements to be eligible for IFA and EDA assistance.

- Assume the proposed Series 2016 A, B & C bonds were approved by the voters in the District November 2010 Bond Election or a prior successful bond election of the District.
- Assume that the bonds in the Series 2016 A, B & C which meet the rules of the IFA Program (or are eligible through a hardship waiver request) are approved by TEA to receive IFA assistance.
- Assume that the Treasury subsidy for the 2011 QSCB is used for other lawful purposes and is not applied towards the payment of debt service on the Series 2011 QSCB's.
- Average Daily Attendance (ADA) and Taxable Assessed Values (TAV) to be used in the Case Study are found in tab "ADA and TAV Growth Assumptions" of the Excel Spreadsheet included with this RFP.
- Existing Debt Service and Projected Debt Service to be used in the Case Study are found in tab "Existing and Projected DS" of the Excel Spreadsheet included with this RFP.
- Assume the Treasury subsidies for the Taxable Series 2010B and the Series 2011 QSCBs are reduced by 6.8% through 2025.
- Assume that the Series 2014A bonds are fixed at an interest rate of 4.00% after initial interest rate term and Series 2014B bonds are fixed at 4.25% after initial interest rate term.
- The differences attributed to rounding of the "Tax Rate" are to be accounted for in the "Surplus/(Deficit)" column of both the "Summary of Debt Service Before" and "Summary of Debt Service After" sheets.

## **Proposal Submission Requirements**

**Proposal Format:** One (1) original signed proposal with six (6) copies and one (1) electronic copy on a “flash drive” or computer readable “Compact Disc” must adhere to the following format:

- 12 pt font, Times New Roman or Arial font,
- 1” inch margins all around
- White 8.5 x 11 inch paper only,
- Response to be stapled in the top left-hand corner
- Each page must include:
  - A header on the left side of the page with the name of the organization/agency, and
  - Page number on the right corner of the footer

The proposal must be formatted in the following manner, to include the attachments below:

**Letter of Transmittal:** Each proposal should be accompanied by a one-page Letter of Transmittal which if applicable must contain the Respondents interest in being considered to serve as a senior manager in the District’s proposed underwriting pool, and should be signed by an authorized officer/designee of the Firm who is responsible for committing the Firm’s resources.

### **Part I – Technical Response**

- Cover Page with contact information (one page)
- Table of Contents (one page)
- RFP Mandatory Forms – All forms included as part of this RFP **must be completed, signed and returned** with the Proposer’s response. **All forms associated with the RFP must be submitted in their original format.**
  - Vendor Data Confidentiality Agreement Form
  - Representation and Certification
  - Conflict of Interest Questionnaire (Please reference form for instructions)
  - Materials Management, General Terms & Conditions
- Acknowledgement of Addenda (if applicable)
- Technical Response to the Statement of Work
  - Appendix A
  - Case Study

Required attachments must include a table of contents in the following order:

- **APPENDIX A:** Description of services and capabilities as outlined in the **Statement of Work** section of the RFP, in the order shown.
- **CASE STUDY:** Respondents shall submit the response to this Section X. in a separate envelope written on plain white paper (No Respondents name, logo or identifying information). Make no reference to Respondent’s name anywhere in response to Section X. Case Study Plan of Finance. This section is to be included in the same package as the rest of the Respondents proposal.

**The District reserves the right to disqualify Vendor if any required attachments do not accompany the proposal when it is submitted.  
The proposal may be deemed non-responsive for further consideration.**