

REQUEST FOR PROPOSAL WITH SPECIFICATIONS

CITY OF CONROE

**FINANCIAL ADVISORY SERVICES
PROPOSAL # 0421-2022**



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

RESPONSES DUE APRIL 21, 2022

**CITY OF CONROE PURCHASING DEPARTMENT
MARCH 28, 2022**

NOTICE FOR PROPOSALS

The City of Conroe will be accepting proposals (One Original and Three full copies and one electronic copy) from qualified firms wishing to serve as the City of Conroe's Financial Advisor for the sale of General Obligation Bonds, Certificates of Obligation, Water and Sewer Revenue Bonds, Sales Tax Revenue Bonds and any other debt instruments as approved by City Council or the Conroe Industrial Development Board. The envelope should be sealed and appropriately marked "**RFP 0421-2022 Financial Advisory Services for the City of Conroe**" and delivered to City of Conroe - City Hall, City Secretary's Office, 3rd Floor, 300 West Davis, Conroe Texas 77301. RFP's will be publicly opened and the names of the Proposer's will be read on **Thursday, April 21, 2022 at 2:00 p.m.** in the 1st Floor Council Chambers 300 West Davis, Conroe Texas 77301. Late RFP's not delivered by this time will be returned unopened.

Questions regarding this RFP must be asked electronically through Vendor Registry by April 11, 2022 at 5:00 PM. Telephone inquiries will not be considered. To receive RFP packets, you may download the packet on-line at Vendor Registry, [Vendor Registry Bid Opportunities](#). Copies of all questions and answers, and any addenda to supplement the RFP, will be published on the Vendor Registry website above no later than three days prior to the opening due date.

No statement may in any way qualify, modify, substitute or change any part of the instructions to respondents. The City of Conroe reserves the right to reject any and all statements and to award this request for proposals to the proposer that offers the best value to the City, taking certain evaluation factors into consideration as set forth in this RFP.

CC:

3/28/22 & 4/4/22

**REQUEST FOR PROPOSALS
FOR FINANCIAL ADVISORY SERVICES
TENTATIVE SCHEDULE OF EVENTS**

<u>Day/Date</u>	<u>Action</u>	<u>Participants</u>
Thursday, March 24, 2022	Finalize RFP Document & Selection Criteria	AD of Finance, ACA/CFO
Monday, March 28, 2022	RFP Made Public & Distributed to FAs	AD of Finance
Monday, March 28, 2022	1 st RFP Advertisement in Courier	Purchasing Manager
Monday, April 4, 2022	2 nd RFP Advertisement in Courier	Purchasing Manager
Tuesday, April 21, 2022	RFPs due to City Secretary (2 p.m.)	FAS Proposers
April 21 – May 2	Review Proposals & Interview FAs (See individual meetings below)	ACA/CFO, AD of Finance, Accounting Manager
Monday, May 2, 2022	Committee Meeting to Discuss Award	ACA/CFO, AD of Finance, Accounting Manager
Tuesday, May 10, 2022	Committee Meeting to Discuss Rankings & Award	ACA/CFO, AD of Finance, Accounting Manager
Monday, May 16, 2022	Council Agenda Deadline	AD of Finance
Wednesday, May 25, 2022	City Council Workshop	City Council
Thursday, May 26, 2022	City Council Approval	City Council
Thursday, May 26, 2022	Contract Start Date	City, FA

**REQUEST FOR PROPOSAL (RFP) # 0421-2022
FINANCIAL ADVISORY SERVICES**

I. GENERAL

INTRODUCTION

This Request for Proposals (RFP) invites written proposals from qualified firms wishing to serve as the City of Conroe's Financial Advisor for the sale of General Obligation Bonds, Certificates of Obligation, Water and Sewer Revenue Bonds, Sales Tax Revenue Bonds, and other debt instruments as approved by City Council and/or the Conroe Industrial Development Corporation Board. This program is a multi-year program for our Capital Improvement Projects which provides for construction, replacement and renovation of City Infrastructure. If your firm has demonstrated experience in the areas specified in the Scope of Basic Services as identified herein and you are interested in providing information about your services, you are invited to respond to this RFP.

This RFP is located on Vendor Registry at the following link for the City of Conroe, [Vendor Registry Bid Opportunities](#)

If you are interested in being considered as a software provider for this project, please submit four (1) original and (3) copies plus (1) electronic PDF copy of your proposal to:

City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 W. Davis St.
Conroe, TX. 77301

Due Date: On or before 2:00 p.m. on April 21, 2022.

All proposals shall be in a sealed envelope clearly marked "**RFP# 0421-2022 - Financial Advisory Services for the City of Conroe**".

QUESTIONS AND INQUIRIES

Any person with questions regarding this RFP should contact;

For Purchasing Questions:

Kristina Colville, Purchasing Manager
Office: 936-522-3830

For Technical Questions:

Collin Boothe, Asst. Director of Finance
E-mail: cboothe@cityofconroe.org

Answers will be provided to all Candidates receiving RFP's as an addendum which will be uploaded to the Vendor Registry website using the following link, [Vendor Registry Bid Opportunities](#). Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The Owner also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the Owner is executed, or upon the Owner's rejection of all proposals.

COMMUNICATION

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made

in writing. A proposer's failure to examine relevant documents or specifications will not relieve offeror from any obligation with regard to their response to this invitation.

CONDITIONS OF CONDUCT

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this "RFP". Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form. The following forms are required to be returned with the RFP response: CIQ, SB 1295, SB 252, SB 13, SB 19, HB 89, Insurance Certificate

REIMBURSEMENTS

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISCLOSURE

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

DEFAULT

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the scope of this proposal.

SELECTION PROCESS

As required under Government Code 252 the Owner upon appropriate evaluation of all submitted proposals will rank up to three Candidates that it considers to be the most qualified to provide Financial Advisory Services to the City of Conroe.

This procurement will comply with applicable City of Conroe Policy. The successful proposer will be selected on a rational basis, with both qualifications and price considered in the selection process. Evaluation factors outlined below shall be applied to all eligible, responsive proposers in comparing proposals and selecting the successful proposer. Award of a contract may be made without discussion with proposer after proposals are received. Proposals should therefore be submitted on the most favorable terms.

Each proposal will be rated on a scale. Proposal evaluation factors, with the maximum points awardable shown in parentheses, are as follows:

1. Demonstrated knowledge, municipal experience, qualifications, and competence of the financial advisory services team and the firm, including technical expertise of staff and resources readily available to the firm (45%).
2. Total evaluated cost (5%).

3. Responsiveness of the proposal in clearly stating an understanding of the work to be performed; responsiveness to terms and conditions (20%).
4. Prior experience with the City of Conroe (20%)
5. Market reputation in Texas/References (10%)

Oral interviews may be arranged at the discretion of the evaluation team to assist in making the final selection.

If negotiations with the most qualified proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation.

INDEMNIFICATION

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

INSURANCE REQUIREMENTS

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker’s Compensation	- As required by Texas Law
B. Employer’s Liability	- \$1,000,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer’s compliance with this section.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

INTERVIEWS

After written proposals are received and initially evaluated, the City may require one or more of the Candidates to provide an oral presentation as a supplement to their proposals. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The City is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by sections.

❖ **Section 1 – Cover Letter**

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

❖ **Section 2 – Acceptance of Conditions**

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Financial Advisory Services.

❖ **Section 3 – Company Background (2 – Pages Maximum)**

1. Years in business under present name.
2. Name and address of each office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

❖ **Section 4 – Experience of Key Personnel on Similar Jobs (2 – Pages Maximum)**

1. List key personnel that will be assigned or oversee this job.
2. Provide resumes for key personnel.

❖ **Section 5 – References (2 – Page Maximum)**

Provide references with contact information from three (3) municipalities for which your company has provided services.

❖ **Section 6 – List of Ongoing Projects (2 – Page Maximum)**

Provide a list of 5 current projects in which your company is involved.

Please describe the services provided.

❖ **Section 7 – Agreement**

Provide the Firm's proposed agreement for Financial Advisory Services

II. BACKGROUND

Section 1. The City of Conroe expects to have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the City desires to retain a Financial Advisor.

Section 2. The City desires to obtain the professional services of Advisor to advise the City regarding the execution, issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the City (hereinafter referred to collectively as the "Issuer Obligations") from time to time during the period in which this Contract shall be effective.

Section 3. Advisor represents and warrants to City that Advisor has the professional licenses, certificates, knowledge, expertise and experience to provide the services set forth in this Contract. Advisor is willing to provide its professional services and facilities as Financial Advisor in connection with all programs of financing as may be considered and authorized by City during the period in which this Contract shall be effective.

III. SCOPE OF BASIC SERVICES

Advisor agrees to provide the City with the services identified in Exhibit A.

IV. ADDITIONAL SERVICES

In addition to the services described in Exhibit A, Advisor agrees to perform and make available to the City services identified in Exhibit B when so requested by the Issuer. The terms of the services identified in Exhibit B shall be set forth as an amendment to this Contract or in a separate document.

V. TERM OF CONTRACT

This Contract shall become effective as of the date executed by the City as set forth on the signature page hereof and, unless terminated by either party pursuant to Article VI of this Contract, shall remain in effect thereafter for a period of ten (10) years from such date. Unless Advisor or Issuer notify the other party in writing at least ninety (90) days in advance of the applicable anniversary date that this Contract will not be renewed, this Contract will be renewed if mutually agreed upon by Advisor and Issuer on each anniversary of the date hereof for an additional year for up to a five (5) year period.

VI. TERMINATION

This Contract may be terminated with or without cause by the City or Advisor upon the giving of at least ninety (90) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. Advisor may not terminate for the express purpose of taking an underwriting position in any bonds to be issued by the Issuer. In the event of such termination, it is understood and agreed that only the amounts due Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Contract by either party.

VII. COMPENSATION AND REIMBURSEMENT

The fees due to Advisor for the services described in this Contract with respect to each issuance of Issuer Obligations during the term of this Contract shall be calculated in accordance with the schedule set forth on Appendix A attached hereto.

Unless specifically provided otherwise on Appendix A or in a separate written Contract between Issuer and Advisor, such fees, together with any other fees as may have been mutually agreed

upon and all expenses, for which Advisor is entitled to reimbursement, shall become due and payable concurrently with the delivery of Issuer Obligations.

VIII. MISCELLANEOUS

Section 1. While this Contract is in effect, the Issuer will provide or cause to be provided to Advisor information concerning the Issuer, including information relating to the Issuer's financial condition and results of operations, the sources of security and payment for any Issuer Obligations, and such other information (excluding confidential information unless such confidential information is reasonably required to provide disclosure to investors) as Advisor reasonably considers necessary or appropriate to perform its duties under this Contract. Such information will be taken or derived from the Issuer's official records or from other sources that the Issuer determines and reasonably believes to be accurate and reliable, based on due inquiry and investigation by the Issuer of such other sources; and, the Issuer expressly authorizes Advisor to rely on the accuracy and completeness of all information provided to Advisor by or on behalf of the Issuer.

Section 2. As an inducement to Advisor to enter into this Contract and to perform the duties assigned to it hereunder, the Issuer agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any Issuer Obligations. As an inducement to Issuer to enter into this Contract and to perform the duties assigned to it hereunder, the Advisor agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any services by Advisor. Further Advisor represents and warrants to Issuer that Advisor is familiar with the applicable law, rules, regulations, and requirements in order for Advisor to perform Advisor's professional services as a highly qualified and competent provider of said financial services.

Section 3. All actions and recommendations of Advisor pursuant to this Contract will be based on Advisor's professional judgment and information that the Issuer provides to Advisor. Advisor's recommendations represent its professional judgment based upon Advisor's review of information provided by the Issuer, to the extent that Advisor deems such information relevant to any such recommendation, and Advisor's own knowledge and experience. Advisor's recommendations will be offered in reliance upon the representations and covenants contained in the agreements, certificates and other instruments prepared, executed and delivered in connection with Issuer Obligations. The Issuer understands and agrees that this Contract shall constitute an agreement for professional services.

Section 4. This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Contract shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

Section 5. If any provision of this Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case because it conflicts with any provision or provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Contract invalid, inoperative or unenforceable to any extent whatever.

Section 6. Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing to the City of Conroe, Texas, 300 West Davis Street, Conroe, Texas 77301, Attention: Assistant City Administrator/CFO; and, any notice or other communication to be given to Advisor under this Contract may be given by delivering the same in writing to the Advisor's address as stated in this proposal.

Section 7. This Contract shall be construed and given effect in accordance with the laws of the State of Texas. Venue for any dispute regarding this Contract shall be in the courts of Montgomery County, Texas.

Section 8. This Contract shall be binding upon and inure to the benefit of the Issuer and Advisor, their respective successors and assigns; provided, however, that neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

Section 9. The terms of this Contract shall not be waived, altered, modified, amended or supplemented in any manner whatsoever except by written instrument signed by all of the parties hereto.

Section 10. This Contract is submitted in duplicate originals. When accepted and executed by the parties hereto, this Contract will constitute the entire Contract for the purpose and consideration herein specified.

EXHIBIT A
DESCRIPTION OF BASIC SERVICES

Upon the request of an authorized representative of the Issuer, Advisor will perform the following financial advisory services pursuant to the terms of the Contract for Financial Advisory Services.

I. Financial Planning.

- Perform any necessary analyses of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service any Issuer Obligations contemplated, including an analysis of any existing debt structure as compared with the existing and projected sources of revenue that may be pledged to secure payment of debt service. Advisor will also survey any trends of the assessed valuation, taxing power and present and future taxing requirements of the Issuer, as appropriate. If the revenues of a system or facility are to be pledged to repayment of the proposed Issuer Obligations, the survey will take into account (i) any outstanding obligations which are payable from the revenues thereof, (ii) additional revenues expected from any proposed rate increase, and (iii) the additional revenues as projected by your consulting engineers as the result of the improvements to be financed by the proposed Issuer Obligations. Advisor will also take into account any policy considerations, future financing needs and operational considerations, as provided or projected by Issuer's staff and/or consulting engineers or other experts engaged by the Issuer.
- Assist in the formulation of a 10 Year Capital Improvement Plan to review the Issuer's anticipated financing needs in light of future available revenues to support the Issuer's financing needs and applicable State laws restricting debt capacity and assist in periodically updating such plan.
- Submit to the Issuer recommendations regarding Issuer Obligations under consideration, including such terms as the type of debt to be issued (e.g., current interest obligation, capital appreciation obligation, or other obligation), principal amount, interest rate mode (e.g., fixed, floating, or other interest rate mode), type of debt instrument (e.g. tax-exempt, taxable, tax-credit, etc.), form of debt instrument (e.g. Permanent Improvement Bonds, General Obligation Bonds, Certificates of Obligation, Water & Sewer System Revenue Bonds, Sales Tax Revenue Bonds, Unlimited Tax Bond, Maintenance Tax Note, Tax and Revenue Anticipation Note, Contractual Obligation, etc.), date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as we believe are appropriate in order to achieve the objectives of the Issuer and make the issue attractive to investors. Such recommendations will be based on information developed by the survey described above and other information available to us. All recommendations will be consistent with the goal of structuring the Issuer Obligations to be sold on terms that are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.
- Advise the Issuer of current debt market conditions, forthcoming debt issues and general information, including economic data, which might be expected to influence interest rates or bidding conditions, as deemed necessary.
- In the event that an election is required to authorize the Issuer Obligations then under consideration, Advisor will assist in gathering such information and data as may be required for any petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's legal counsel.
- Consult with the Issuer regarding State and/or Federal funding and available revenues pursuant to existing or proposed rules, as requested.

II. Debt Management.

- Assist in the preparation of, or revisions to, a debt management policy for the Issuer.
- Evaluate new money and refunding financing transactions contemplated by the Issuer, giving consideration to the complexity, market acceptance, rating, size and structure of such transactions in order to make a recommendation as to an appropriate method of sale.
- For qualified projects or financings, upon request, coordinate and assist in the preparation of applications for financial assistance from state or federal governmental agencies.
- In connection with the marketing, offer, sale and delivery of any Issuer Obligations, whether such Issuer Obligations are publicly offered (through negotiated sale or competitive bidding) or privately placed:
 - i. Assist with the preparation of any offering materials for use in connection with the marketing, offer and sale of the Issuer Obligations, including the notice of sale and bidding instructions, preliminary official statement, official statement, official bid form and such other documents and information as may be required for the marketing, offer and sale of Issuer Obligations (collectively, "Offering Documents"); however, Offering Documents shall be prepared based on information provided by the Issuer and the Issuer shall be solely responsible for the accuracy of the information provided, except to the extent that any such information is expressly attributed by the Offering Document to another source. Offering Documents will be prepared in accordance with customary industry standards and submitted to the Issuer and its legal counsel for examination and approval by the Issuer. Offering Documents shall be certified by the Issuer, as directed by the Issuer's legal counsel. (See "Legal, Regulatory and Administrative Matters", below.).
 - ii. After Issuer's examination and approval of an Offering Document, Advisor will assist the Issuer with any arrangements for the printing of the Offering Document and provide the Issuer with Offering Documents in sufficient quantity to meet its needs and distribute such documents by mail or, where appropriate, by electronic delivery, to prospective purchasers or the underwriters, as applicable, of the Issuer Obligations.
 - iii. Provide copies of the final official statement to the purchaser or underwriters, as applicable, of the Issuer Obligations in accordance with the notice of sale and bidding instructions or the Issuer's agreement with the underwriters, as appropriate.
 - iv. Advise the Issuer as to the utility of credit ratings and bond insurance or other forms of credit or liquidity enhancement for Issuer Obligations.
 - v. Coordinate the preparation of information as may be requested by, or appropriate for submission to, a rating agency, bond insurer, or credit or liquidity enhancement provider; and, consult with and advise the Issuer regarding the form of any oral or written presentations to a rating agency, bond insurer, or credit or liquidity enhancement provider. Any oral or written presentation shall be based on information provided by the Issuer and the Issuer shall be responsible for the accuracy of the information provided to any rating agency, bond insurer, or credit or liquidity enhancement provider.

- vi. To the extent that the Issuer elects to make a personal presentation of information to one or more rating agencies, bond insurers, or credit or liquidity enhancement providers, Advisor will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer. Any costs and expenses incurred by representatives of the Issuer as a result of their participation in any personal presentation shall be paid and/or reimbursed pursuant to and in accordance with the Issuer's internal policies governing travel on official business of the Issuer.
 - vii. Coordinate and assist the Issuer's staff in the safekeeping of good faith checks, if any.
 - viii. When appropriate, advise financial publications of the forthcoming sale of the Issuer Obligations and provide them with all pertinent information.
 - ix. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Issuer Obligations.
- If Issuer Obligations are to be sold by an advertised competitive sale, Advisor will:
 - i. Disseminate Offering Documents to prospective bidders and organize such informational meetings as may be necessary.
 - ii. Coordinate the receipt of bids and the tabulation and comparison of submitted bids.
 - iii. Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of bids.
 - If Issuer Obligations are to be sold by negotiated sale, Advisor will:
 - i. In connection with the Issuer's selection of one or more investment banking firms to serve as managers of an underwriting syndicate for the purpose of negotiating the purchase of Issuer Obligations, provide any advice and assistance requested by the Issuer; however, the selection of members of an underwriting syndicate shall be controlled by the Issuer and be approved by the Issuer.
 - ii. Cooperate in the preparation of a bond purchase contract, an underwriters agreement and other related documents; and, consult with the Issuer in connection with the Issuer's policy concerning certain terms of the syndicate's agreement among underwriters (e.g., order priority and designation policy) to achieve the most efficient and lowest interest cost for the Issuer Obligations, consistent with other considerations of the Issuer.
 - iii. Advise the Issuer as to the fairness of the price offered by the underwriters for the Issuer Obligations.
 - Upon request, advise the Issuer in the selection of professional consultants and fiscal agents required in connection with Issuer Obligations, including trustees, paying agents, registrars, escrow agents, verification agents, and assist in the negotiation of agreements related to these services and the fees incident thereto.
 - Attend meetings of the governing body of the Issuer, its staff, representatives or committees, as requested by the Issuer.

- Provide the Issuer's legal counsel with financial information requested by such counsel in connection with such counsel's preparation of legal documents pertaining to the authorization, sale and issuance of the Issuer Obligations.
- Upon request, consult with the Issuer regarding proposed or enacted changes in federal and state laws, rules and regulations that have (or are expected to have) a material effect on the municipal bond market, it being understood that Advisor does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
- Coordinate the efforts of all interested parties to effect the delivery of the Issuer Obligations, and assist the Issuer in the preparation or verification of final closing figures and any required reports and forms incident to the delivery of the Issuer Obligations.
- After the closing of the sale and delivery of the Issuer Obligations, deliver to the Issuer a schedule of annual debt service requirements for the Issuer Obligations and, in coordination with the Issuer's legal counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

III. Legal, Regulatory and Administrative Matters

- Advisor will coordinate the issuance of the Issuer Obligations; however, Issuer shall retain a firm of recognized municipal bond attorneys to prepare proceedings and advise the Issuer regarding procedures required to issue the Issuer Obligations and issue an unqualified opinion (in an acceptable form) approving the legality of the Issuer Obligations. Advisor will coordinate with such firm of bond attorneys and assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documentation.
- The Issuer shall also be responsible for the retention and engagement of competent legal counsel to advise the Issuer concerning all other legal matters related to the marketing, offer, sale and delivery of any Issuer Obligations, including applicable federal and state securities laws and regulations; and, the Issuer shall be responsible for the engagement of competent legal counsel to render an opinion covering the Issuer's exercise of appropriate discretion and diligence in the preparation and dissemination of any Offering Documents (e.g., a 10b-5 opinion addressing the accuracy and completeness of each Offering Document).
- To the extent that the issuance and sale of the securities, and construction of the project in question, requires the approval of any state or governmental agency, Advisor will assist the Issuer in the preparation of all financial information required for inclusion in applications for such approval. When requested by the Issuer, Advisor will appear on Issuer's behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. Advisor will also participate in any preliminary conferences with the staff of any state or governmental agencies, as necessary.
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- Issuer will coordinate the use of other consultants, as necessary, to perform ongoing activities to ensure the Issuer remains in compliance with applicable Federal and State laws.

IV. Continuing Disclosure

- Advisor will coordinate the preparation and filing of the Issuer's annual and ongoing disclosure obligations required pursuant to SEC Rule 15(c)2-12 for City's and CIDC's debt obligations and provide guidance on the submission thereof.

EXHIBIT B
DESCRIPTION OF ADDITIONAL SERVICES

Upon the request of an authorized representative of the Issuer, Advisor (or one or more affiliates of Advisor) will perform the following financial advisory services pursuant to the terms of the Contract, subject to the mutual agreement of the Issuer and Advisor regarding the terms and conditions thereof.

- Purchase such investments as may be directed and authorized by Issuer to be purchased. To the extent that Advisor is entitled to receive fees or other compensation in any form from a third party with respect to investment activities on behalf of the Issuer, Advisor will disclose to the Issuer the nature and amount of any such compensation so that the Issuer may consider the information in making its investment decision.
- Provide other services (either directly or through an affiliate of Advisor) with respect to matters which do not involve or affect the financial advisory services covered within the Contract, including, but not limited to:
 - Trust Services,
 - Cash/Investment Management Services,
 - Financial Products Advisory Services (relating to the use and execution of financial products and certain hedging transactions),
 - Other Fiscal, Consulting or Advisory Services.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- F. Agent shall **initial** each applicable item below to certify acknowledgement.

_____ Initial to indicate the required proposal submittals are enclosed.

_____ Initial to acknowledge receipt of addendum and/or amendment (if applicable).

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

APPENDIX A

Fee Schedule for Financial Advisory Services
Sale of Issuer Obligations

For the requested services, the fee schedule is below:

Obligation Proceeds		
<u>More Than</u>	<u>And Not More Than</u>	The Fee Is
\$0	\$500,000	
\$500,000	\$1,000,000	
\$1,000,000	\$5,000,000	
\$5,000,000	No Limit	

The payment of charges for financial advisory services described in Article III of the Contract shall be contingent upon the delivery of Issuer Obligations and shall be due at the time that Issuer Obligations are delivered. The payment of charges for services described in Article IV of the Contract shall be due and payable in accordance with the mutual agreement therefor between Advisor and Issuer.

Expenses

The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by Advisor as reimbursable expenses: fees and expenses of the Issuer's legal counsel, including bond counsel; administrative and regulatory review and approval fees; bond printing expenses; credit rating fees; credit enhancement fees; fees of other professionals, including accountants; official statement printing and distribution expenses; fees of paying agents, registrars, trustees or escrow agents; travel expenses outside of the State of Texas; fees and expenses of underwriters) and underwriter's counsel; and, any other miscellaneous expenses incurred on behalf of the Issuer.

The payment of reimbursable expenses that Advisor has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of Issuer Obligations and shall be due at the time that services are rendered and payable within thirty days receipt of an invoice therefor submitted by Advisor.

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
6. "Firearm entity" means:
 - (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - (B) a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - (B) has two or more firearm entities as members; and
 - (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20__, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE

Senate Bill 13 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001.
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20__, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

DATE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 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.

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?

Yes No

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?

Yes No

5 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.

6 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).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

_____ (“Company or Business Name”)
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(Company or Business Name) hereafter referred to as “Company”; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, *Kristina Colville*, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP # 0414-2022 Financial Advisory Services
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date