



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR QUALIFICATION STATEMENTS (RFQS)**  
**OFFER SHEET**

**SOLICITATION NO:** TVN0103

**COMMODITY/SERVICE DESCRIPTION:** Underwriter/Investment Banking Services

**DATE ISSUED:** February 1, 2016

**REQUISITION NO.:** RQM 7400 16011100196

**PRE-RESPONSE CONFERENCE TIME AND DATE:** N/A

**COMMODITY CODE:** 94625

**LOCATION:** N/A

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

**RESPONSES DUE PRIOR TO:** 2:00 PM on February 23, 2016

**RESPONSE CLOSING TIME AND DATE:** 2:00 PM on February 23, 2016

Terry V. Nicholson  
Senior Buyer Specialist

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 974-2995

**E-Mail:** terry.nicholson@austintexas.gov

Marian Moore

Buyer II

**Phone:** (512) 974-2062

**E-Mail:** marian.moore@austintexas.gov

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # TVN0103	Purchasing Office-Response Enclosed for Solicitation # TVN0103
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL, AND 1 EXACT ELECTRONIC COPY OF YOUR RESPONSE ON FLASH DRIVE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4-6
0500	SCOPE OF WORK	7-8
0600	RESPONSE PREPARATION INSTRUCTIONS & EVALUATION FACTORS	9-11
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	12-13

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

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

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

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

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

Signature of Officer or Authorized Representative: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

**\* Qualifications Statement must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITAION NO. RFQS TVN0103**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than seven (7) calendar days prior to closing. Submissions may be made via email to Terry.Nicholson@austintexas.gov, or via fax at (512)974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

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- (b) Contractor/Subcontracted Work.
  - (c) Products/Completed Operations Liability for the duration of the warranty period.
  - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

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- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

**THIS IS A 36 MONTH CONTRACT**

4. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

5. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

6. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Georgia Sanchez

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Phone: 512-974-7886

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Email: Georgia.Sanchez@austintexas.gov

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN  
PURCHASING OFFICE  
REQUEST FOR QUALIFICATIONS NO. RFQS TVN0103  
UNDERWRITING SERVICES**

**Scope of Work**

**A. PURPOSE**

The City of Austin, Texas, hereinafter referred to as the "City," through the Financial and Administrative Services Department is requesting statements of qualifications from municipal bond underwriters to assist the City in marketing future refunding, new money, and/or other financing transactions.

**Please note that joint responses will not be considered.**

**B. BACKGROUND**

Currently, Public Financial Management, Inc. (Dennis Waley in Austin) serves as Financial Advisor to the City. Public Financial Management and the City Treasurer's Office will assume responsibility for obtaining bond ratings, preparing the offering documents, performing quantitative analysis and structuring future bond issues.

The City intends to contract with no more than sixteen (16) firms in total, spanning three categories: "national," "regional" and "other." Respondents are required to identify the category for which they would like to be considered. All responses will be evaluated along with other Respondents in the same category based upon the evaluation criteria detailed in Section 0600 (Proposal Preparation Instructions and Evaluation Criteria) of this solicitation. The City reserves the right to establish underwriting teams for each transaction in one or more of these categories.

The selected firms must be in compliance with applicable City ordinances and satisfactorily complete all related forms and certificates as described herein.

**C. CONTRACTOR REQUIREMENTS**

The responsibilities of the Contractor will include, but not be limited to the following:

1. Preparation of marketing plans, bond market condition assessment, and strategies for local, regional and national markets. This information will include identification of tasks to be completed and the individuals responsible, as well as critical events and deadlines.
2. Assist with the preparation of preliminary and final official statements as applicable to fully comply with all disclosure rules and requirements.
3. Assist City staff, its financial advisor and bond counsel in evaluation and preparation of the bond indenture and other agreements and in presentations before debt rating agencies, bond insurers, or as otherwise needed to secure optimum market advantage.
4. Management of co-managing underwriters to include maintenance of records of the account, negotiation of sale of bonds, preliminary and final pricing, taking orders and other services associated with book-running senior managing underwriters.
5. Coordinate the final allotment of bonds with the City of Austin. The City of Austin is committed to the equitable treatment of all members of its underwriting team.
6. Preparation by the Senior Manager of pricing information prior to sale of bonds to include spread components, estimated price scale for the City's bonds, current and expected market conditions, details of recent sales, proposed bond allocations (subject to approval by City) to co-managing underwriters and distribution of underwriting fees.

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UNDERWRITING SERVICES**

7. Preparation by the Senior Manager of a "Post-Sale Analysis" Report that includes the following:
  - i. a debt schedule for the issue that includes principal and interest requirements, as well as the true interest cost;
  - ii. a comparison of orders and allotments by year and by firm;
  - iii. a comparison of the coupon rates and reoffering yields with issues of similar term and credit quality marketed at or about the same time;
  - iv. a written discussion of any circumstances relating to the market or the City's offering that may have impacted the sale results.
  
8. Coordinate closing arrangements with the City of Austin staff, bond counsel, financial advisor, trustee bank, and other appropriate officials.

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQS TVN0103**

**1. QUALIFICATION STATEMENT RESPONSE FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. **This information shall include the category under which the firm is submitting: “National”, “Regional” or “Other”.**

The proposal itself shall be organized in the following format and informational sequence and shall not exceed ten (10) pages, excluding Executive Summary, Audit Report, and other required Forms:

- A. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. This section should include at a minimum the following:
- i. Management/Ownership: Provide any recent or proposed changes in the firm’s management or ownership.
  - ii. Confirm that the firm shall complete the City’s non-discrimination certificate and submit it with their response.
  - iii. Confirm an understanding that the firm’s officers, employees, or agents will not attempt to lobby or influence a vote or recommendation related to the firm’s proposal response; directly or indirectly, through any contact with City Council Members or other City officials between the proposal submission date and award by the City Council.
  - iv. Municipal sales offices in the United States.
  - v. Account Executives employed selling municipal bonds in the United States.
  - vi. Texas offices and locations, if any, along with the number Account Executives selling municipal bonds in each Texas office identified.
- B. **Part II – Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- C. **Part III – Background and Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. This section should include at a minimum the following:
- i. Provide the year the firm was founded.
  - ii. Provide a brief history of the firm.
  - iii. Provide the location of the firm’s headquarters and municipal trading desk(s).
- D. **Part IV - Personnel:** Include names, titles, and qualifications of key professional personnel who will be assigned to this project. State the primary work assigned to each person and the estimated percentage of time each person will devote to this work. Provide resumes for each.
- E. **Part V – Innovative Financing Techniques:** Provide two innovative financing techniques, suggestions or ideas which would be relevant, or of interest to, the City of Austin. This can also include derivatives, debt restructuring, and self-liquidity ideas. If the idea(s) was(were) used in actual transaction(s), this section should include the following:
- i. Indicate the individuals referenced in Part IV above who were involved in the transaction.
  - ii. Provide the name, title, organization, address and telephone number of the issuer.

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SOLICITATION NUMBER: RFQS TVN0103**

- F. **Part VI – Financial Viability:** Provide the most recent audited annual Audit Report and most recent interim financial report as an attachment or appendix item. Hard copies must be included in the original submittal.
- i. Provide the current equity capital positions (total equity capital, net equity capital and excess net equity capital) in accordance with GAAP, or corresponding equity information if a bank. **Do not refer to the annual audit as a response to this question.**
- G. **Part VII – Austin Bond Experience:** In its evaluation process, the City will utilize historical bidding reports to determine participation in competitively bid bond issues, along with other official data concerning participation in City bond sales. Therefore, nothing is required to be submitted to the City for this section.
- H. **Part VIII – References:** Provide exactly three (3) government client references, at least two of which are covered by individuals listed in Part IV above. For each reference, provide a name, title, and organization, address and telephone number. In addition to the list provided, the City may independently solicit other references.
- I. **Part IX - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- J. **Part X - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (180) calendar days subsequent to the RFQ closing date unless a longer acceptance period is offered in the proposal.
- K. **Part XI - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**CITY OF AUSTIN  
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFQS TVN0103**

**2. EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

**3. PROPOSAL PREPARATION COSTS:**

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

**4. EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**All responses will be scored according to the category submitted for. Specifically, all National submittals will be rated against other National submittals. Regional submittals will be rated against other Regional submittals, etc.**

B. **Evaluation Factors:**

i. 100 points.

<b>(1) Innovation: Refer to Part V above.</b>	<b>25 POINTS</b>
<b>(2) Demonstrated Applicable Experience: Refer to Part III above.</b>	<b>20 POINTS</b>
<b>(3) Personnel Qualifications: Refer to Part IV above.</b>	<b>15 POINTS</b>
<b>(4) Financial viability/stability: Refer to Part VI above.</b>	<b>20 POINTS</b>
<b>(5) Austin Bond Experience: Refer to Part VII above.</b>	<b>10 POINTS</b>
<b>(6) References: Refer to Part VIII above.</b>	<b>10 POINTS</b>

ii. Interviews, Optional. The City will score proposals on the basis of item 1-6 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. The City reserves the right to re-score "short-listed" proposals as a result of the interviews and to make award recommendations on that basis.

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	RFQS TVN0103
PROJECT NAME:	Underwriter/Investment Banking Services

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes \_\_\_\_\_ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
_____ Company Name	
_____ Name and Title of Authorized Representative (Print or Type)	
_____ Signature	_____ Date

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:	RFQS TVN0103
PROJECT NAME:	Underwriter/Investment Banking Services

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified? Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>			

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified		MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified	
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract		\$	
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified		MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified	
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract		\$	
List commodity codes & description of services			

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____		Date _____	
Director/Deputy Director _____		Date _____	