

**SOLICITATION
FOR
BOND COUNSEL SERVICES**

1. GENERAL:

- 1.1. The Tejano Center for Community Concerns, Inc. (“TCCC”), which is the charter holder for an open-enrollment charter school under Chapter 12 of the Texas Education Code, the Raul Yzaguirre School for Success, is requesting proposals for bond counsel services.
- 1.2. TCCC will accept proposals either by mail or hand carried until **5 p.m., Tuesday, October 31, 2017**. Proposals received after the opening date and time will not be accepted and will be returned unopened to vendor. One (1) original and one (1) electronic (pdf format on CD) copy of the response are required for evaluation purposes. Offers may be hand carried or mailed in a sealed envelope/package clearly marked “Bond Counsel Proposal” with the offering company's name, return address, opening date, time and addressed to: **THE TEJANO CENTER FOR COMMUNITY CONCERNS, INC., ACCOUNTING DEPARTMENT, Attn: Jessica Villarreal, Administrative Assistant , 2950 Broadway St, Houston, TX 77017.**
- 1.3. Timetable:
Release Solicitation Invite: Monday, October 9, 2017
Deadline to Submit Questions: Tuesday, October 24, 2017
Deadline for Submittal: Tuesday, October 31, 2017
Interviews: Week of November 6, 2017
Recommendation to Board of Directors: Monday, November 13, 2017
Board Meeting: Monday, November 13, 2017
Effective Date: November 20, 2017

2. SCOPE OF SERVICES:

- 2.1. The TCCC is soliciting quotes and qualifications from interested qualified professionals to provide the following: assist the TCCC by providing legal advice regarding financing, including providing a legal opinion with respect to assessing the viability of authorizing and issuing the Bonds by the TCCC for capital financing or refinancing; preparation of resolution, ordinance or other documentation authorizing and securing the Bonds (the “Resolution”) and other authorizing documents as necessary, as well as advice and assistance in the following areas:
 - 2.1.1. Assist in preparing legal documents in connection with the Bonds.
 - 2.1.2. Render an objective legal opinion with respect to assessing the viability of authorizing and issuing indebtedness.
 - 2.1.3. Examine applicable law.
 - 2.1.4. Prepare the resolution and other authorizing documents
 - 2.1.5. Consult with the parties to the transaction prior to the issuance of the Bonds.

2.1.6 Secure regulatory approval and registration of the Bonds.

2.1.7 Review certified proceedings.

2.1.8 Undertake such additional duties as deemed necessary to render the opinion with respect to each Bond issue.

2.1.9 Provide advice on continuing disclosure requirements in relation to the bonds.

2.1.10. Advise on compliance with bond covenants.

3. **PROPOSAL EVALUATION:** The TCCC will make its selection based upon the demonstrated competence, experience, knowledge and qualifications of the bond counsel and/or firm, and the cost/value to the TCCC.

4. **PROPOSAL REQUIREMENTS:** The following is a list of the information to be provided by each proposer. Failure to include all the information listed below may result in the disqualification of a proposal.

4.1. A complete description of your firm's ability to represent the TCCC as Bond counsel which should include, but is not limited to, the following:

4.1.1. A description of the firm's and/or individuals experience during the last five (5) years as bond counsel regarding negotiated or competitively bid bond issues of Texas charter schools or comparable entities. Please include the names of the issuers, the amount of the bonds, the capacity in which you and/or the firm served and the purpose for the issuance.

4.1.2. A description of how you and/or the firm are/is organized and how its resources will be utilized on behalf of the TCCC.

4.1.3. Provide resumes of the staff to be assigned to work with the TCCC, including their areas of expertise, years of bond counsel experience and the number and types of bond issues they have been involved with. List the office locations and telephone numbers for these individuals and indicate the day-to-day contact and indicate who will be attending any meetings with the TCCC.

4.1.4. List references of Texas charter schools or comparable entities currently working with the firm's members who will be assigned to TCCC. Describe their recent experience working with Texas charter schools or comparable entities in Texas.

4.1.5. List the Texas charter schools or comparable entities that the firm's members who will be assigned to TCCC have served as bond counsel for in the past five (5) years.

4.1.6. Describe or include any other information you believe would be helpful in assessing your firm's ability to perform as bond counsel.

4.2. Fee Schedules

4.2.1. Provide an itemization of all fees, costs and other charges for performing all the services described above. Indicate when such fees shall be paid by the TCCC and any other

associated fees or charges the TCCC would incur that would not be covered by your firm's fee.

4.2.2. The fee arrangement may be structured in any number of ways, as long as it is eligible to be paid from bond proceeds to the extent allowable by law. List any pre-authorized expenses for which reimbursement may be claimed.

5. **BOARD OF DIRECTORS:** A seven-member Board of Directors, serving three-year staggered terms of office, governs the TCCC, a Texas nonprofit with 501(c) (3) status. The Board of Directors employs Dr. Adriana Tamez as Interim President/CEO of the TCCC.

6. **CONFLICT OF INTEREST:** By submitting a proposal, each firm certifies that there exists no current or anticipated conflict of interest with the representation of the TCCC as bond counsel.

7. **INSURANCE:**

8.1. Provide information on the professional liability insurance carried by your firm.

8.2. List any claims your firm or its personnel is currently involved in or party to.

8.3. List any regulatory investigations or inquiries your firm or its personnel is currently involved in or party to.

8. **TERMS OF AGREEMENT:** The TCCC retains the right to negotiate all elements of the contract. The TCCC also retains the right to terminate the contract for any reason and at any time upon written notice and the payment of then earned fees and expenses. The bond counsel may resign at any time during the term of the contract, except as provided for under Conflict of Interest. The bond counsel may not resign for the express purpose of representing another party regarding any bonds to be issued by the TCCC.

9. **CLARIFICATION AND DISCUSSION:**

9.1. The TCCC is under no obligation to conduct discussions with any or all proposers. The TCCC specifically reserves the right to award the contract with no discussions with proposers and based only on the written qualifications the TCCC received by the deadline. The TCCC further reserves the right to conduct discussions with selected proposers only.

9.2. The TCCC will notify proposers of the need for clarification of the information submitted and the TCCC reserves the right to request additional information of one or more proposers as may be determined by the TCCC.

9.3. Representatives of firms interested in responding to this RFQ are prohibited from contacting and discussion of this RFQ with TCCC Board of Directors, administrators, or staff from the date of receipt of this notice through the date of Board action on an award of this contract, except when contacted by Ms. Jessica Villarreal, Administrative Assistant to the President and CEO.

11. GENERAL TERMS AND CONDITIONS:

- 11.1. Inquiries and requests for information affecting the RFQ must be in writing and shall be directed to Jessica Villarreal, Administrative Assistant, via email to Jessica.villarreal@tejanocenter.org. To provide TCCC sufficient time to adequately prepare responses to inquiries, all questions must be submitted at least 7 days, by Tuesday, October 24, 2017, prior to the submission deadline date. Any prospective respondent detecting a conflict or ambiguity in the solicitation process should notify the Ms. Jessica Villarreal in writing, setting forth the grounds of the alleged conflict or ambiguity and request the issuance of a clarifying addendum by Tuesday, October 24, 2017. If TCCC believes that clarification is necessary or proper, a clarifying addendum will be distributed to all prospective vendors. TCCC will not be bound by any oral or other informal explanation of the requirements of the RFQ documents.
- 11.2. Provide detailed explanations of any variances or exceptions the respondent has with any requirement or term specified in this RFQ and thoroughly explain any alternate service offered.
- 11.3. TCCC reserves the right to negotiate all elements, which comprise the Respondent's offer to ensure the best possible consideration, be afforded to all concerned and to reject any and all offers and to re-solicit for offers in such an event.
- 11.4. TCCC is not responsible for any costs incurred by the firm for the preparation or distribution of the response to this RFQ, or any oral presentations required to supplement and/or clarify a proposal that may be required by the TCCC.
- 11.5. Respondents or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting qualification proposals. Failure to do so will be at the respondent's own risk.

12. PROPRIETARY INFORMATION:

Proprietary information, if any submitted to TCCC, in response to this RFQ should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Public Information Act as it applies to such information.

13. CERTIFICATION:

By my signature below, I certify that this proposal meets or exceeds the requirements of this RFQ.