

**SOLICITATION
FOR
FINANCIAL ADVISOR 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 Schools for Success, is requesting proposals for financial advisor services.
- 1.2. TCCC will accept proposals either by mail or hand carried until **5p.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 “Financial Advisor Qualification 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 of Solicitation Invite: 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 13, 2017

2. SCOPE OF SERVICES:

- 2.1. The Board of Directors and Administration perceive that the financial advisor’s services include, but not be limited to, the usual and necessary services, advice, and assistance in connection with the issuance, sale, and delivery of bonds available to Texas open-enrollment charter schools as well as advice and assistance in the following areas:
 - 2.1.1. Assist in the survey and analysis of the TCCC’s financial resources in light of projected revenue and existing indebtedness.

- 2.1.2. Assist in the analysis and preparation of options for the financing of recommended projects. Such assistance shall include assessment of all possible funding sources.
 - 2.1.3. On-site consultation with and presentation to Board of Directors, administration, and/or committees.
 - 2.1.4. On-going advice from time to time regarding new developments in the charter school financing industry as they affect the TCCC's current and projected long-term debt financing.
 - 2.1.5. Advise administration on investment options for bond proceeds and assist with execution of investment selections.
 - 2.1.6. 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 financial advisor 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 Financial Advisor 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 financial advisor of negotiated or competitively bid bond issuances 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. Include discussion of firm's financial strength in terms of net capital, assets and number of fixed income bankers.
 - 4.1.3. Provide resumes of the staff to be assigned to work with the TCCC, including their areas of expertise, years of financial advisor experience and the number and types of bond issuances 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. Describe your firm's approach and capability in designing and implementing a refinancing plan for existing debt and potential future issuances.
 - 4.1.4. List references of Texas charter schools or comparable entities currently working with the firm's members that 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 for which the firm's members who will be assigned to TCCC have served as financial advisor 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 financial advisor.

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 financial advisor.

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 SEC, MSRB or other 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 financial advisor may resign at any time during the term of the contract, except as provided for under Conflict of Interest. The financial advisor may not resign for the express purpose of taking an underwriting position in 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 Solicitation Invite 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 for through Ms. Jessica Villarreal, Administrative Assistant to the President and CEO.

11. GENERAL TERMS AND CONDITIONS:

- 11.1. Inquiries and requests for information affecting the submission 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 Ms. 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 Solicitation 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.