

CITY OF FORT WORTH  
FINANCIAL MANAGEMENT SERVICES DEPARTMENT



REQUEST FOR QUALIFICATIONS

For

TRUST SERVICES

Release Date: Wednesday, December 29, 2021  
Proposals Due: Friday, February 4, 2022  
(Refer to Section V for a complete Schedule of Events)

## **SECTION I**

### **GENERAL INFORMATION FOR VENDORS**

#### **PURPOSE AND BACKGROUND**

The City of Fort Worth, Texas Finance Department (the "City") is soliciting proposals from qualified corporate investment firms and banks (hereinafter "Proposer") to provide Trust and Investment Services to the City of Fort Worth for the management of The Fort Worth Permanent Fund. Trust Services include, but are not limited to, prudent financial management of trust property, quarterly performance reviews, investment policy evaluation and presentations to City Council if requested (see Section II, Scope of Service). Please note, the City's Other Post-Employment Benefits and General Investment Portfolios are outside the scope of the services requested in this Request for Qualifications ("RFQ").

This RFQ represents a competitive process, which is designed to facilitate an open and fair opportunity for qualified Firms to offer their services for consideration. This competitive RFQ process will provide with the City the flexibility to select the Firm whose proposal is deemed most advantageous for the City and to negotiate with such Firm to arrive at a mutually agreeable contract.

"Trust Services", as used herein, shall refer to all those services outlined in Section II, Scope of Service.

All Permanent Fund investment activities shall be conducted in full compliance with applicable City ordinances as well as state and federal regulations. Statutory regulations generally applicable to the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act"), with a specific provision applicable solely to municipal funds for the management and development of mineral rights found in Sec. 2256.0202 of the Act, which incorporates by reference The Texas Trust Code (Subtitle B, Title 9, Property Code). All investments of monies in the Permanent Fund will be made in accordance with these statutes and the more restrictive Permanent Fund Investment Policy (Exhibit B). The purpose of this RFQ is to establish parameters within which the Proposer is to provide Trust Services. The City reserves the right to accept or reject any and all Proposals and to re-solicit for proposals, as it shall deem to be in the best interests of the City of Fort Worth. Receipt and consideration of any Proposal(s), shall under no circumstance, obligate the City of Fort Worth to accept any proposal(s). If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFQ.

Fort Worth, seat of Tarrant County, Texas, is located in Tarrant, Denton, Parker, Johnson and Wise Counties in North Central Texas. Situated on the Trinity River, Fort Worth is approximately 75 miles south of the Oklahoma state line and 270 miles northwest of the Gulf of Mexico. The city is a cultural gateway into the American West and covers nearly 345 square miles.

Fort Worth was established as a frontier army post in 1849 by Major Ripley Arnold and named after General William Jenkins Worth, who distinguished himself in the War with Mexico. The outpost became a stopping place on the famous Old Chisholm Trail and a shipping point for the great herds of Longhorn cattle being driven to northern markets. City leadership brought the first of nine railroads to Fort Worth in 1876 and with the subsequent West Texas oil boom, guided the City into a metropolitan county of more than 1.8 million people. Fort Worth's economy has always been associated with cattle, oil, finance and manufacturing. Since World War II, Fort Worth has also become an aerospace, education, high-tech, transportation and industry service center.

Fort Worth operates under the Council-Manager form of Municipal Government. A Mayor chosen at-large by popular vote and an eight-member, single-district council are elected to two-year terms. In turn, the Mayor and City Council appoint the City Manager who is the Chief Administrative and Executive Officer of the City. The City Council is also responsible for the appointment of the City Attorney, Municipal Judges, the City Secretary and the City Auditor.

### **PROPOSAL SUBMISSION**

Proposals must be submitted electronically via email to Charissa Williams at [charissa.williams@fortworthtexas.gov](mailto:charissa.williams@fortworthtexas.gov) by 10 a.m. on the deadline as specified in Section V.

Alternatively, proposals can be submitted on a USB flash drive and delivered to:

City of Fort Worth  
Financial Management Services Department, 3<sup>rd</sup> Floor  
Attn: Charissa Williams  
200 Texas Street  
Fort Worth, Texas 76102

Any proposal received after the deadline specified above will not be considered.

### **RFQ QUESTIONS**

Questions concerning this RFQ should be directed to Charissa Williams at [charissa.williams@fortworthtexas.gov](mailto:charissa.williams@fortworthtexas.gov). The deadline for RFQ questions is 5 p.m. CST on the date as specified in Section V.

The City will publish a consolidated response to all questions received on the City's website at <https://www.fortworthtexas.gov/departments/finance/purchasing/bids-current>

### **LAWS AND REGULATIONS**

All applicable federal and state laws, City policies, and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

## **TAX EXEMPTION**

The City of Fort Worth is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in any contract that may be awarded from this RFQ.

## **CERTIFICATE OF INTERESTED PARTIES FORM 1295**

The successful proposer is required to complete online and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the contact listed in the solicitation before the contact shall be presented to the City Council. The form be completed at <https://www.ethics.state.tx.us/filinginfo/1295/>

## **ERRORS OR OMISSIONS**

The Proposer shall not be allowed to take advantage of any errors or omissions in this RFQ. Where errors or omissions appear in this RFQ, the Proposer shall promptly notify the City of Fort Worth Treasury Division in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFQ are to be reported no later than ten (10) days before the RFQ response is to be submitted.

## **WITHDRAWAL OF PROPOSALS**

A representative of the company may withdraw a proposal at any time prior to the RFQ submission deadline, upon presentation of acceptable identification as a representative of such company.

## **COSTS INCURRED IN RESPONDING**

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 proposals which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

## **NON-ENDORSEMENT**

If a proposal is accepted, the successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Fort Worth's endorsement of the successful Proposer's services.

## **UNAUTHORIZED COMMUNICATIONS**

After release of this solicitation, Proposers' contact regarding this RFQ with members of the RFQ evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Manager, the Diversity and Inclusion Department, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFQ evaluation, interview, or

selection panels, City staff or City's Contractor(s), or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractor(s) regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer(s) violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFQ.

### **PROPRIETARY INFORMATION**

If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

Proposers are advised that the City, to the extent permitted by law, shall protect the confidentiality of their Proposals. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFQ process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met shall not be decided by the City of Fort Worth, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City shall notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City shall not make a request of the Attorney General.

### **DISCLOSURE REQUIREMENTS**

Proposer must disclose to the City any material legal or disciplinary events that may be material to the City's evaluation of the Proposer or the integrity of the Proposer's management or advisory personnel.

### **INSURANCE REQUIREMENTS**

The following minimum coverage limits apply to this engagement:

Commercial General Liability not less than:

\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate

Automobile Liability not less than:

\$1,000,000 Each accident on a combined single limit basis

Workers' Compensation – Statutory limits or as permitted by law

Professional Liability (Errors & Omissions) – The firm shall maintain Professional Liability (Errors & Omissions) insurance in the amount of \$1,000,000 per claim and \$2,000,000 aggregate limit

Certificates of Insurance evidencing that Firm has obtained all required insurance shall be delivered to City prior to Firm proceeding with any work. All policies except Professional Liability shall be endorsed to include a Waiver of Subrogation on behalf of the City. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services.

**SECTION II:**

**SERVICE REQUIREMENTS INFORMATION FOR VENDORS:**

**SCOPE OF SERVICE:**

**ARTICLE I**

**TRUST PURPOSE AND INTENT**

**A. Trust.** With the execution of this Agreement, the property described in the attached Exhibit "A," which is made a part of this Agreement for all purposes, is being assigned by the City to the Trustee, in trust. The Trustee agrees to receive and hold the property, and all other property which may hereafter be assigned to it as Trustee of this trust (the "Trust"), and any income earned from the investment of such property, pursuant to the provisions of this Agreement. This Trust is known as "The Fort Worth Permanent Fund." It shall be sufficient that it be referred to as such in any other instrument.

**B. Purpose and Intent.** This Trust is to be administered solely for the benefit of the City, subject to the additional restrictions and limitations set forth in this Agreement. The purpose of this Trust is to enable prudent financial management of gas well revenues derived from bonuses and royalties received from city-owned lands and other funds representative of mineral revenues (the "Property") to ensure the long-term preservation and growth of the Trust estate to provide a long-term source of revenue for the benefit of both present and future citizens of the City. The City intends that this Trust be treated as a wholly owned grantor trust as contemplated under subchapter J of subtitle A of the Internal Revenue Code of 1986, as amended (the "Code"). The City intends that it be the deemed owner of the income, gains, deductions, losses and credits of the Trust for federal income tax purposes. All provisions of this Agreement shall be construed consistent with this intent.

**C. Trust a Separate Entity from the City.** The Trust shall be a separate legal entity from the City and the Trustee, and the Trustee shall have sole responsibility and authority for the Trust's procedures, personnel, books and accounts. Absent a written agreement to the contrary, neither

the City nor its elected officials, employees, or agents shall be liable for the obligations, liabilities, acts or omissions of the Trust and the Trustee, and neither the Trust nor the Trustee shall be liable for the obligations, liabilities, acts or omissions of the City. Neither the corpus of the Trust nor any income, revenue, return or gain thereon shall be used to pay or provide for or secure the payment of any bonds, notes, certificates or other obligations of the City or its instrumentalities, the interest on which for federal income tax purposes is excludable from gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended, of the owners thereof pursuant to section 103 of the Code.

## ARTICLE II

### ADDITIONS TO TRUST

Subsequent to the Effective Date (as hereinafter defined), the Trust may receive and accept Property from the City to be held, managed and distributed in accordance with, and pursuant to, the provisions of the agreement between the City and the Trustee. When assigning Property to the Trust, the City shall notify the Trustee of the source of the amounts contributed to the Trust or shall name the fund (or sub-account thereof) of the Trust (as described in Article III of this Agreement) in which the Property shall be allocated. The Trust is prohibited from receiving and accepting any other property from the City or any other party.

## ARTICLE III

### SEPARATE FUNDS OF TRUST

**A. Funds.** Immediately after the Effective Date, the Trustee is to establish five (5) separate funds with the assets of the Trust as follows:

(1) The Airport Fund. The Airport Fund shall consist of an account entitled the Aviation Endowment Fund. Amounts contributed to the Trust that represent Property attributable to airports owned by the City shall be allocated to the Aviation Endowment Fund.

(2) The Parks Fund. The Parks Fund shall consist of two sub-accounts entitled the Restricted Park Endowment Fund and the Unrestricted Park Endowment Fund. Amounts contributed to the Trust that represent Property attributable to parks owned by the City shall be allocated evenly between the Restricted Park Endowment Fund and the Unrestricted Park Endowment Fund.

(3) The Water Sewer Fund. Amounts contributed to the Trust that represent Property attributable to the water and sewer systems of the City shall be allocated to the Water and Sewer Endowment Fund.

(4) The Citywide Fund. Any other amounts contributed to the Trust that represent Property not generated from a specific source identified above shall be allocated to the Citywide Fund. This account shall be entitled the General Endowment Fund.

The Trustee may from time to time create additional separate funds at the time the City assigns additional Property to the Trust upon the direction of the City. Likewise, the Trustee may from time to time create any other sub-accounts under the various funds of the Trust at the time the City assigns additional Property to the Trust upon the direction of the City.

**B. Distributions.** The goals of the Trust are to produce income from investments and be a long-term source of revenue for the designated purposes of the different funds (and sub-accounts thereof) of the Trust for the benefit of not only the present citizens of the City but for future generations as well. Each year the Trustee, in close cooperation with the Chief Financial Officer of the City ("Chief Financial Officer") will make distributions of income from the different funds (and sub-accounts thereof) of the Trust consistent with the goal to preserve, as well as increase, the corpus of the Trust and the goal to provide cash flow for the purposes of the various funds (and sub-accounts thereof). The amount of income available to be distributed to the City each year from a particular fund (or sub-account thereof) of the Trust shall be determined by the Trustee in consultation with the Chief Financial Officer and reported to the City by July 1st of each year. In determining the amount of income to be distributed to the City each year from a particular fund (or sub-account thereof) of the Trust, the Trustee shall follow the recommendation of the Chief Financial Officer unless the Trustee determines that following such recommendation would result in a breach of the Trustee's fiduciary duty or would violate the terms of the Agreement. The total amount of income to be distributed from each of the funds (or sub-account thereof) in a particular year shall be distributed by the Trustee to the City on or before October 1st of the applicable year. The Trustee shall identify the fund (or sub-account) from which the distribution is made. The funds representing the distribution may be expended as determined in the sole discretion of the Fort Worth City Council.

## **ARTICLE IV**

### **TRUSTEE PROVISIONS**

#### **A. Trustee.**

1. Qualifications for Trustee. A corporate investment firm or bank, appointed by the City Council, shall serve as the sole Trustee of the Trust; individuals are prohibited from serving as Trustee of the Trust.

2. Term. Each Trustee is to serve for a term of five (5) years and until its successor is appointed unless its service concludes earlier due to its resignation or removal.

3. Vacancies. The City Council shall have the power to appoint successor Trustees of the Trust in accordance with the City's Charter and Ordinances and State law. The City Council is not prohibited from re-selecting the then serving, and thus outgoing, Trustee to serve as Trustee for additional terms of five (5) years.

4. Resignation. Any Trustee may resign at any time by giving sixty (60) days written notice to the City. Upon the expiration of sixty (60) days from the date of receipt of such notice, such



Trustee's resignation shall be effective, provided a successor Trustee has been appointed by the City Council to succeed to the resigning Trustee's office, if necessary, and provided the Trustee has completely delivered all Trust assets then in its possession and an audit report of the Trust to its successor Trustee.

5. Removal. A Trustee may be removed with or without cause by the City Council. The City Council shall execute and deliver to the Trustee a written instrument declaring such Trustee removed from office, specifying the effective time and date of removal, and identifying the successor Trustee.

7. Written Instruments. Any appointment described in this Paragraph A must be made by a written instrument, signed and acknowledged, and shall be maintained by the Trustee in the Trust's permanent records. After approval by the City Council, the City Manager, or his designee, shall have the authority to sign on behalf of the City.

8. Reliance. Any successor Trustee may act without examination or review, without liability for failing to make or having made such examination or review, and without the necessity for any conveyance or transfer. Any purchaser from, or other person dealing with, the Trustee shall be protected in all such transactions regardless of the extent to which the Trustee acting on behalf of the Trust is a successor Trustee.

9. Reorganization of Corporate Trustee. If the corporate Trustee then serving as Trustee hereunder should change its name, be reorganized, merged or consolidated with another corporation, or assign its trust functions to another corporation, the resulting corporation which succeeds to its fiduciary business shall become the Trustee under this Agreement, or be eligible for appointment as Trustee, as the case may be.

**B. Written Instrument Required**. A Trustee shall signify its acceptance of appointment under this Trust by a written instrument, signed and acknowledged and maintained in the Trust's permanent records, with a copy to be provided to the City. Any successor Trustee shall have the same powers, rights and duties as its predecessor Trustee, as if originally appointed, and shall have the same title to the Trust estate as its predecessor.

**C. Powers of Trustee**. The Trustee shall have all powers granted to trustees by the common law or any statute, including every power granted to trustees by the "Texas Trust Code," or any future amendment thereof which serves to increase the extent of powers granted to trustees. The Trustee shall also have the following additional powers:

1. Investment of Trust Property. To invest and reinvest the Trust estate from time to time in any property, real, personal, or mixed, including without limitation securities of every kind and nature, bonds, debentures, preferred stocks, common stocks, mutual funds, mortgages, mortgage participations, and interests in common trust funds, all with complete discretion to convert realty into personalty or personalty into realty or otherwise change the character of the Trust estate;

2. Nominees. To hold any securities or other property of the Trust estate for any length of time in the name of a nominee or nominees without mention of any trust or fiduciary capacity in any instrument of ownership;

3. Employment of Agents. After thirty (30) days advance written notice to the City Council, to employ such brokers, banks, custodians, professional investment advisers (whether corporate or individual), attorneys, and other agents or servants, and to delegate to them such duties, rights, and powers of the Trustee for such period as the Trustee may deem appropriate; to pay such persons reasonable compensation out of the Trust estate; all regardless of whether any person is (or is a partner or employee of, or is owned by) the Trustee;

4. Banking Authority. To open bank accounts with any banks or trust companies as the Trustee may from time to time select and to retain any bank or trust company that they may select to account for the Trust estate and provide investment advice and services (The banks or trust companies that the Trustee may select are authorized, empowered and directed to act or refrain from acting, from time to time, and in all matters pertaining to this Trust, in conformity with the instructions of the Trustee, evidenced by a resolution agreed to by the Trustee and certified to by the Trustee, and any banks or trust companies selected by the Trustee shall be fully protected in so acting or refraining from acting.); and

5. Powers under Changed Conditions. To exercise such other powers as may be necessary or desirable in the management and control of the Trust estate (whether or not similar to those here enumerated) to enable the Trustee to act under changed conditions, the exact nature of which cannot be foreseen.

Notwithstanding the powers given above to the Trustee, it is expressly provided that the grant of rights, powers, privileges, and authority to the Trustee in connection with the imposition of duties upon the Trustee by any provision of this Trust or by any statute relating thereto will not be effective if and to the extent that the same, if effective, would jeopardize the status of this Trust as a wholly owned grantor trust as contemplated under Subchapter J of subtitle A of the Code or would cause the Trust to violate the provisions of the Public Funds Investment Act presently codified at Section 2256 of the Texas Government Code, or any other state or federal statute applicable to the Trust. It is expressly provided that the Trustee may not in the exercise of its discretion make any determination inconsistent with the foregoing. The Trustee's powers are exercisable solely in a fiduciary capacity consistent with and in furtherance of the purposes of this Trust as specified in Article I of this Agreement and not otherwise.

**D. Bond**. The Trustee shall not be required to furnish any bond or other security in any jurisdiction, or if a bond be required, the Trustee may not be required to furnish any sureties thereon.

**E. Compensation**. A Trustee shall receive compensation as mutually determined by the Trustee and the City. A Trustee shall be reimbursed for reasonable out-of-pocket expenses incurred in carrying out the duties of the Trustee.

**F. Records and Reports.** The Trustee shall keep accurate and complete records of Trust transactions.

The Trustee shall issue quarterly reports to the City Council and the Chief Financial Officer in such form as may be directed from time to time by the City Council.

**G. Persons Dealing with Trustee.** No purchaser from or other person dealing with the Trustee will be responsible for the application of any purchase money or other thing of value paid or delivered to the Trustee, but the receipt of the Trustee will be a full discharge. No purchaser from or other person dealing with the Trustee and no issuer, transfer agent, or other agent or any issuer of any securities to which any transaction with the Trustee may relate, will be under any obligation to ascertain or inquire into the power of the Trustee to transfer, pledge, or otherwise in any manner dispose of or deal with any securities or other property comprising part of the Trust estate.

**H. Liability of Trustee.** The Trustee shall not be responsible or liable for any loss which may occur by reason of depreciation in value of the properties at any time belonging to the Trust estate, nor for any other loss which may occur, so long as the Trustee acted in good faith and in accordance with the terms of this Agreement. The Trustee will not be liable or responsible for the acts, omissions, or defaults of any agent or other person to whom duties may be properly delegated hereunder if such agent or person was appointed with due care.

**I. Limitation of Individual Liability of Trustee.** The Trustee may not incur any individual liability to any person or corporation dealing with the Trustee in the administration of the Trust estate; and the Trustee may receive reimbursement from the Trust estate for any liability, whether in contract or in tort, incurred in the administration of the Trust estate in accordance with the provisions hereof, and the Trustee may contract in such form that such Trustee will be exempt from such individual liability and that such liability will be limited to the Trust estate. Any Trustee who is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), because it was a Trustee, shall be indemnified and held harmless from the Trust estate to the fullest extent authorized by Texas law, as it exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Trustee in connection with any proceeding, and such indemnification shall continue as to a Trustee who has ceased to be a Trustee. The foregoing indemnity shall likewise extend to employees or agents acting on behalf of the Trustee.

## **ARTICLE V**

### **AMENDMENT AND TERMINATION**

**A. Amendment.** The reporting date identified at Section B of Article III of this Agreement may be amended at any time or times upon the affirmative vote of the majority of all the members of the City Council so long as such amendment does not cause the Trust to fail to qualify as a wholly owned grantor trust as contemplated under subchapter J of subtitle A of the Code. Except as otherwise provided below, any other provision of this Agreement (such provision, a

"Substantive Provision") may be amended at any time or times upon the resolution of the City Council so long as such amendment does not cause the Trust to fail to qualify as a wholly owned grantor trust as contemplated under subchapter J of subtitle A of the Code provided, however, before the City Council may vote upon any amendment of a Substantive Provision, the City Council must adhere to the following process:

1. Notify the Trustee and the Chief Financial Officer in writing of the proposed amendment.
2. Hold a meeting with the Trustee and the Chief Financial Officer no earlier than thirty (30) days following the Trustee's and the Chief financial Officer's receipt of written notice of the proposed amendment.
3. Receive written advice from the Trustee and the Chief Financial Officer within fifteen (15) days of the meeting with the Trustee and the Chief Financial Officer.
4. Hold no fewer than three (3) public hearings explaining the reasons for the proposed amendment and obtaining public input concerning such proposed amendment. Notice of the date, time, location and purpose of said public hearings must be published in the local section of a newspaper of general circulation in the City once a week for three consecutive weeks. The last day of publication must not be less than one week nor more than two weeks before the date of the first public hearing.
5. Hold a subsequent meeting with the Trustee and the Chief Financial Officer within thirty (30) days following the third public hearing.
6. Hold a City Council meeting to vote upon the proposed amendment. The meeting may be scheduled no sooner than six (6) months but no later than nine (9) months after the notice described in Item 1 of this Paragraph A was issued to the Trustee and the Chief Financial Officer.

After following the above-described process, a Substantive Provision may be amended upon the affirmative vote of three-fourths of all of the members of the City Council. All instruments amending this Agreement shall be noted upon or kept attached to the executed original of this Agreement held by the Trustee. Notwithstanding anything to the contrary herein, the provisions of Article I. C. may not be amended or revised to permit the use of the corpus of the Trust nor any income, revenue, return or gain thereon shall be used to pay or provide for or secure the payment of any bonds, notes, certificates or other obligations of the City or its instrumentalities, the interest on which for federal income tax purposes is excludable from gross income, as defined in section 61 of the Internal Revenue Code of 1986, as amended, of the owners thereof pursuant to section 103 of the Code.

**B. Termination.** This Agreement may be terminated at any time for any purpose upon the resolution of three-fourths of all members of the City Council; provided, however, before the City Council may vote upon a termination of this Agreement the City Council must adhere to the following process:

1. Notify the Trustee and the Chief Financial Officer in writing of the proposed termination.

2. Hold a meeting with the Trustee and the Chief Financial Officer no earlier than thirty (30) days following the Trustee's and the Chief Financial Officer's receipt of written notice of the proposed termination.

3. Hold no fewer than three (3) public hearings explaining the reasons for the proposed termination and obtaining public input concerning such proposed termination. Notice of the date, time, location and purpose of said public hearings must be published in the local section of a newspaper of general circulation in the City once a week for three consecutive weeks. The last day of publication must not be less than one week nor more than two weeks before the date of the first public hearing.

4. Hold a subsequent meeting with the Trustee and the Chief Financial Officer within thirty (30) days following the third public hearing.

5. Hold a City Council meeting to vote upon the proposed termination. The meeting may be scheduled no sooner than six (6) months but no later than nine (9) months after the notice described in Item 1 of this Paragraph C was issued to the Trustee and the Chief Financial Officer.

After following the above-described process, the Agreement may be terminated if three-fourths of all members of the City Council vote in favor of such termination. Upon termination of the Trust, all assets of the Trust shall be distributed to the City.

## ARTICLE VI

### DEFINITIONS

**A. Trust Estate.** In this Agreement and in any amendments to it, references to "Trust estate" shall mean the cash, assets, securities or other property contributed to the Trust by the City or any other person, firm, trust or corporation and the income earned from investing those contributions.

**B. Trustee.** In this Agreement and in any amendments to it, references to "Trustee" shall mean the Trustee then serving in office, whether an original or successor Trustee, unless the context clearly provides otherwise.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

**A. Trust Situs.** This Agreement is accepted by the Trustee under the laws of the State of Texas, and all questions concerning its validity, construction, and administration are to be determined in accordance with the laws of the State of Texas.

**B. Effect of Divisions and Captions.** The division of this Agreement into articles, paragraphs, sections and subsections and the use of captions are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

**C. Gender and Number Agreement.** Whenever the masculine, feminine or neuter gender is used inappropriately in this Agreement, this Agreement shall be read as if the appropriate gender was used, and, unless the context otherwise requires, the singular shall include the plural, and vice versa.

**D. Invalidity.** If any provision of this Agreement should be held invalid or illegal for any reason, that provision shall not affect the entirety of this Agreement, but the balance of the provisions of this Agreement shall remain operative so that this Agreement shall be construed as if that invalid or illegal provision never existed.

**E. Fiscal Year.** The fiscal year of the Trust shall conclude on September 30th of each year.

### **SECTION III:**

#### **INFORMATION REQUIRED FROM VENDORS IN QUALIFICATIONS**

Proposals should contain direct responses to the following questions or requests for information and be organized so that the specific questions being responded to are readily identifiable. Responses to each numbered question or request for information should each begin on a new page with the question repeated at the top of the page. Responses should be as thorough and detailed as possible so that the selection Committee may properly evaluate your capabilities to provide the required services. Proposers are required to respond to the following questions and requests for information.

#### **(USE A SEPARATE PAGE TO BEGIN EACH NUMBERED ITEM BELOW)**

##### **Letter of Transmittal**

Each proposal should be accompanied by a letter of transmittal not exceeding two pages which summarizes key points of the proposal and which is signed by an Authorized Officer of the Firm who is responsible for committing the firm's resources.

1. **Basic Information Requirements.** Provide the following:
  - a. Name of the firm making the proposal; name of firm principals. Name of firm principal who will be responsible for service provided under this RFQ/contract.
  - b. Name and title of individual preparing and responsible for the proposal. This person may be different from the individual signing the transmittal page.
  - c. Mailing Address; if firm has more than one office, identify which office will be principally responsible for service under this RFQ/contract.
  - d. Telephone and fax numbers of Proposer; if firm has more than one office, identify the appropriate telephone and fax numbers for the office which will be principally responsible for service under this RFQ/contract.

- e. E-mail address and contact information of firm principal who will be responsible for service provided under this RFQ/contract and of the individual preparing and responsible for the proposal.
- f. Statement that individual signing the proposal has the authority to commit the firm to the terms proposed.
- g. Disclosure of the firm's affiliation or relationship with any and all broker-dealers.
- h. Amounts and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.
- i. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
- j. Disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by federal, state, or local prosecutors, law enforcement or regulatory bodies.
- k. Disclosure of gifts, loans, political contributions, or other financial arrangements, from the Proposer firm, its principals, or associated municipal advisor professionals, to or with members of the City of Fort Worth, City of Fort Worth Elected Officials or any of its employees or agents for the previous twenty-four (24) months.
- l. Name of Proposer's legal counsel.

## 2. Trust Services Fee Proposal.

City requests that each firm provide fee(s) based on the services as outlined in this RFQ. Please provide all assumptions and calculations. The fee must be "all inclusive".

If the Proposer is proposing that the City bear the cost of incidental expenses associated with a financing, clearly state what type of incidental expenses are proposed for the City to bear. Firms shall include a maximum amount for expenses it expects the City to reimburse. Firms should include a comprehensive statement of conditions under which EACH identified item of expenses may be billed. Costs for expense reimbursement, if any, are to be clearly itemized.

The proposal must include a summary of billing rates for additional agreed-upon services that are outside the scope of this RFQ. Any service(s) to be

performed outside the scope of this RFQ that results in an additional fee must be agreed to, in writing, by the City and requires a separate engagement letter.

#### **SECTION IV:**

##### CRITERIA FOR PROPOSAL EVALUATIONS

###### A. ACCEPTANCE OF THE FOLLOWING TERMS:

1. Contract. The City intends to select the Trust Services Provider and enter into a formal contract with the Trust Services Provider as soon as practicable after receipt of proposals. The contract will contain fiscal funding and right to terminate clauses.
2. Contract Term. The contract between the selected firm and the City of Fort Worth for trust services will be for an initial term of five years beginning on or about April 14, 2022, or as otherwise dictated by the needs of the City, with the City retaining the exclusive option to extend the agreement resulting from this solicitation for two additional two-year periods. Each subsequent renewal period will automatically go into effect unless either party provides at least thirty (60) day written notice in advance of the applicable anniversary date that the contract will not be renewed.

Any adjustments in rates in subsequent years will be based on mutual agreement prior to each renewal.

3. Reservation of Rights.
  - a. City reserves the right to award one (1), more than one (1) or no contract(s) in response to this RFQ.
  - b. The Contract, if awarded, will be awarded to the Firm(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
  - c. City may accept any Proposal completely or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Firm is subject to City Council approval.
  - d. City reserves the right to accept one (1) or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the process.
  - e. City will require the selected Firm(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Firm provides the necessary evidence of insurance as



required in this RFQ and the Contract. Contract documents are not binding on City until approved by the City Attorney and the Contract is executed on behalf of the City. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Firm and commence negotiations with another Firm

- f. The City reserves the right to add similar services or delete services specified in any contract resulting from this procurement if requirements change during the performance of the contract. Prices for services to be added to the contract will be mutually agreed to by the City and the Vendor. A contract modification will be required for any addition or deletion.
  - g. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.
4. Conflicts of Interest.
- a. No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171.
  - b. Disqualification for failure to disclose material information to City: A Proposer may be disqualified for failure to disclose material information to the City. "Material information" is defined as of sufficient importance or relevance as to have possible significant influence on the City's choice of a Trust Services provider.
5. Prohibition on Boycotting Energy Companies.

In accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the Proposer that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2.

6. Prohibition on Discrimination Against Firearm and Ammunition Industries.

Except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-

time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1.

7. No Boycott of Israel.

If Advisor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Advisor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. By signing this Agreement, Advisor certifies that Advisor’s signature provides written verification to the City that Advisor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

8. Electronic Signatures.

This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.



If Proposer is unable to agree to the contract terms, the City reserves the right to select another competing proposal.

B. TOTALITY OF INFORMATION PROVIDED IN THE RESPONSE TO THE RFQ

The following criteria will be used to evaluate proposals received:

1. Proposer's Qualifications and Experience (50%) - This criterion includes the ability of the Proposer to: Meet the terms of the RFQ, and any special considerations, which the Proposer feels may increase its ability to perform the Contract.
  - a. Expertise; superior capability to perform the services required.
  - b. Quality of performance; professional qualifications of the key personnel assigned relevant to the work to be performed.

- c. Experience, within the last 5 years, providing the services outlined in this RFQ
  - d. Reputation; ethical standards, disciplinary history – such as judgments and sanctions.
  - e. Feedback from at least three references of agencies of similar scope and size.
2. Understanding the Needs of the City (25%) - This refers to the Proposer's:
- a. Understanding the City's portfolio needs and objectives.
  - b. Understanding of the nature and scope of the work involved.
  - c. Accessibility and responsiveness; ability to meet the schedules and deadlines as outlined in this RFQ.
  - d. Prior experience with municipalities and Texas cities; familiarity with Fort Worth.
3. Reasonableness of Costs (15%) - Cost and efficiency of approach. Efficiency and economy are very important to the City. This area will not necessarily be the primary deciding factor in the selection process.
4. Soundness of Approach (10%) - Emphasis here is on the techniques for providing the services requested, and on the Proposer's capability to deliver the desired services on schedule. Special emphasis should be placed on responding to questions asked by the City in this solicitation, and on outlining problems that may be encountered and offering solutions to those problems.

**SECTION V**

TENTATIVE SCHEDULE OF EVENTS

RFQ Release Date	December 29, 2021
Final Questions Accepted	January 12, 2022
City Response to Questions	January 19, 2022
Proposals Due	February 4 , 2022
Interviews with Finalists, if needed	Week of February 14 (Tentative)
Winning Proposal(s) Selection (Anticipated)	February 18, 2022
Anticipated City Council Approval	March 1, 2022
Anticipated Effective Date of Contract	April 14, 2022

\*\*\*End of Document\*\*\*