



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: March 27, 2024

Agenda Section: Consent

Agenda Item Title: Approval of RFQ 2023-18 Financial Advisor Services

From: Tony Kingman, CFO

Additional Presenters if Applicable: N/A

Description: The South San Antonio Independent School District (District) has requested proposals from interested, qualified firms to assist with the financial advisor services.

Historical Data: Former RFQ 2021-04 Financial Advisor Services will soon expire, therefore new RFQ will replace previous contract.

Recommendation: Recommend to Board of Trustees to approve RBC Capital as the awarded firm presenting the most qualifying criteria based on the information submitted in their proposal.

Purchasing Director and Approval Date: Victoria Cantu, March 19, 2024

Funding Budget Code and Amount:

Goals: 3. SSAISD will implement program initiatives and activities that reflect a commitment to preparing 100% of students for post-secondary educational or career paths.

RFP 2023-18 Financial Advisor Services

Scoring Summary

Supplier	Rank	Score	Criteria Scoring	Demonstration and Abilities	References	Experience	Availability and Accountability	Financial Stability	Past Experience with SSA/SD	HUB Status	Professional Licenses
		100		25.00	10.00	25.00	20.00	5.00	5.00	5.00	5.00
RBC Capital Markets, LLC	1	89.33		23.33	9.33	22.67	19.00	4.67	4.67	1.00	4.67
Estrada Hinojosa & Company, In	2	79.00		19.00	6.33	19.00	17.67	4.67	3.33	5.00	4.00
		84.17		21.17	7.83	20.83	18.33	4.67	4.00	3.00	4.33

Evaluators
Cantu, Victoria
Kingman, Tony
Trevino, Clarita



RFQ 2023-18 Financial Advisor Services

Bid Timeline

(can be subjected to change)

Wednesday, February 14, 2024	1st advertisement on Express Newspaper <i>(Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)</i>
Wednesday, February 21, 2024	2nd advertisement on Express Newspaper <i>(Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)</i>
Wednesday, February 28, 2024 2:00 pm	Vendor Questions due on Ionwave <i>(Interested vendors have the opportunity to ask questions regarding the bidding opportunities as it pertains to the scope of work, bid details, etc. All questions are to be submitted on Ionwave for public view)</i>
Friday, March 1, 2024 5:00 pm	Addendum due <i>(Vendor questions are to be answered by this given date. All responses are posted on Ionwave for public view)</i>
Tuesday, March 5, 2024 3:30 pm	Bid Opening 1450 Gillette Blvd San Antonio, TX 78224 <i>(Committee Members are to refer to their invite sent via outlook calendar. The purpose of the Bid opening is to disclose the names of the proposals received. Interested Vendors must submit proposals by this given date)</i>
March 18, 2024 9:00-12:00 pm	Evaluation Meeting SSAISD Administrative Building, Board Room 101 1450 Gillette Blvd <i>(Committee members will meet to discuss and score proposals received. Depending on the number of submissions received, an additional meeting will be needed. Laptops are needed.</i>
March 27, 2024	Recommendation(s) made to Board of Trustees SSAISD Board Meeting



2023-18 Addendum 1

Financial Advisor Services

Issue Date: 2/14/2024

Questions Deadline: 2/28/2024 02:00 PM (CT)

Response Deadline: 3/5/2024 03:30 PM (CT)

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Event Information

Number: 2023-18 Addendum 1
Title: Financial Advisor Services
Type: Request for Qualifications
Issue Date: 2/14/2024
Question Deadline: 2/28/2024 02:00 PM (CT)
Response Deadline: 3/5/2024 03:30 PM (CT)
Notes:

The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "Financial Advisor Services."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Qualifications. Services required shall be determined solely by the needs of the District on a "as needed" basis.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Bid Activities

Bid Opening (Location Details Listed)

3/5/2024 3:30:00 PM (CT)

Bid Opening |RFQ 2023-18 Financial Advisor Services
Tuesday, March 5, 2024 3:30

SSAISD Administrative Offices

1450 Gillette Blvd

San Antonio, TX 78224

Bid Attachments

SSAISD Terms and Conditions_.pdf

[Download](#)

SSAISD Terms and Conditions

Certificate of Interested Parties_1295.pdf Vendor Required Document	Download
Conflict of Interest_SSAISD_2023.pdf Vendor Required Document	Download
Edgar Certification.pdf Edgar Certification	Download
Reference Sheet.pdf Reference #1 (To be completed by reference with proposal)	Download
Reference Sheet.pdf Reference #2 (To be completed by reference with proposal)	Download
Reference Sheet.pdf Reference #3 (To be completed by reference with proposal)	Download
Reference_Sheet 4.pdf Reference #4 (To be completed by reference with proposal)	Download
Reference_Sheet 5.pdf Reference #5 (To be completed by reference with proposal)	Download
HB 89.docx HB Form	Download
SB 252 Verification Form.docx SB Verification Form	Download
Insurance Sample____.pdf Insurance Sample	Download
SCOPE OF SERVICES.docx Date on Bid Opening revised to Tuesday, March 5, 2024	Download

Requested Attachments

- South San ISD Terms and Conditions**
(Attachment required)
Must upload all pages to include signature on final Page
- Certificate of Insurance**
(Attachment required)
refer to page 6 of the Terms and Conditions for limitations
- Conflict of Interested Parties_1295**
(Attachment required)
Must be completed and uploaded with proposal
- Conflict of Interest Form**
(Attachment required)
Must be completed and uploaded with proposal
- Edgar Certification Form**
(Attachment required)
Must be completed and uploaded with proposal
- Reference #1**
(Attachment required)
Reference #1 To be completed by reference with uploaded proposal

Reference #2

(Attachment required)

Reference #2 To be completed by reference with uploaded proposal

Reference #3

(Attachment required)

Reference #3 To be completed by reference with uploaded proposal

Reference #4

(Attachment required)

Reference #4 To be completed by reference with uploaded proposal

Reference #5

(Attachment required)

Reference #5 To be completed by reference with uploaded proposal

HB 89

(Attachment required)

Required to be uploaded with proposal

SB 252 Verification Form

(Attachment required)

Required to be uploaded with proposal

Pricing Sheet

(Attachment required)

Must upload and completed Pricing template found in the attachments tab.

SWMBE (HUB) Certifications

Upload Certificates here, if applicable.

Statement of Qualifications, Experience, Certification

(Attachment required)

Summary of Qualifications, Experience, and a copy of certification/license.

Other Attachments as needed

Bid Attributes

1	<p>Introduction</p> <p>There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**</p>
2	<p>South San ISD Terms and Conditions</p> <p>South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.</p> <p><input type="checkbox"/> Agree <input type="checkbox"/> Disagree</p> <p>(Required: Check only one)</p>

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held:

SSAISD Administrative & Central Office
1450 Gillette Blvd
San Antonio, TX 78224

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☐ I affirm

(Required: Check all that apply)

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

☐ Yes ☐ No

(Required: Check only one)

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

1
1

Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

☐ Agree ☐ Disagree

(Required: Check only one)

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Bidder's Certification

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

☐ Resident Proposer ☐ Non-Resident Proposer

(Required: Check only one)

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3

Non-resident Bidder's Certification

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

1
4**SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

(Required: Maximum 4000 characters allowed)

1
5**Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☐ I Agree

(Optional: Check if applicable)

1
6**Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

☐ Agree ☐ Disagree

(Required: Check only one)

1
7**No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter 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. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

☐ I Agree

(Required: Check if applicable)

18 No Excluded Nation or Foreign Terrorist Organization Certification

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

☐ Agree

(Required: Check all that apply)

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

☐ Yes ☐ No

(Required: Check only one)

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

☐ Texas Based Business ☐ Not Texas Based Business, more than 500 employees

☐ Not Texas Based Business, less than 500 employees

(Required: Check only one)

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

☐ Agree ☐ Disagree

(Required: Check only one)

2
2

Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

(Required: Maximum 4000 characters allowed)

2
3

Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

(Optional: Maximum 4000 characters allowed)

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

South San Antonio Independent School District

Request for Qualifications for Financial Advisor Services

RFQ # 2023-18

SUBMITTED:
MARCH 5, 2024

Strictly Private and Confidential



Capital
Markets

Contents

Description

Page

Response

1

Appendices

- A. RBCCM Insurance Coverage
- B. Reference Sheets
- C. Sample Municipal Advisory Agreement
- D. Required Forms

Response

A. A cover letter including the name, address, telephone number, contact person, and title of the firm representative authorized to respond on the firm's behalf.

RBC Capital Markets, LLC ("RBCCM" or the "Firm") is pleased to respond to the Request for Qualifications for Financial Advisor Services for South San Antonio Independent School District (the "District"). We are confident that the materials contained herein will fully illustrate our commitment to the District, outline our extraordinary financial advisory capabilities and, most importantly, provide assurance that RBCCM is the most qualified firm to serve the District.

Financial Advisory Experience: With the financial strength and stability that comes with being part of a global investment bank, coupled with the local knowledge of having regional branches and advisors, we believe that RBCCM is better positioned to provide consistent financial advisory services as compared to our competitors.

RBCCM has a long history of being one of the leading financial advisory and underwriting firms nationally and in Texas and is the only Wall Street firm to offer financial advisory services. Over the past ten years, we have served as financial advisor on 284 Texas school district bond sales totaling approximately \$16.11 billion in par amount.

This places RBCCM as the 4th ranked financial advisor by par amount. Municipal Finance remains a strategic commitment for RBC as evidenced by the fact that we have the largest municipal finance team of any firm in the nation.

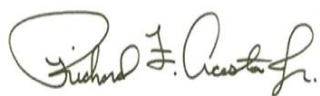
Longstanding Commitment to Texas: RBCCM has demonstrated a commitment to the State of Texas for over 90 years. Through its predecessor firm, Rauscher Pierce Refsnes, Inc., the Firm has continuously operated in Texas since 1933. Today our presence encompasses 14 Texas offices employing approximately 400 professionals and support staff. Our municipal finance practice has been and continues to be a core service in our Texas footprint. Our history, longevity, consistency, and depth of underwriting experience are matched by few other firms as evidenced by consistently being a top 5 municipal advisor and senior underwriter in Texas.

Significant Global Presence and Resources: Our parent company, RBC, is one of the world's largest banks, with over \$1.48 trillion of assets and a market capitalization of over \$128 billion. RBC and its subsidiaries serve over 17 million governmental, corporate and individual clients with over 97,000 employees in 29 countries. RBC Capital Markets is a full-service investment bank with over 7,200 professionals and support staff operating from 60 offices in 16 countries.

Unsurpassed Distribution Capabilities to Lower the Cost of Borrowing: Our municipal institutional sales, trading, and underwriting operation of over 60 professionals is one of one of the largest in the nation. RBCCM maintains a stable and commanding presence in the municipal market, and as one of the most active underwriters in the nation, maintains a competitive advantage over the other financial advisory firms who are not regularly in the market, which benefits our financial advisory clients given our knowledge of the market and interaction with investors on a daily basis.

As a major participant in the municipal market nationally and in Texas, we are confident that our expertise and our position as one of the nation's leading investment banks will be of great benefit. Our financing team's expertise will allow RBCCM to "hit the ground running," ensuring the District's financial objectives are met in a timely, professional and cost-effective manner. Should any questions arise or if we may be of any assistance, please feel free to contact us. We look forward to work as your partner in achieving the District's financial goals.

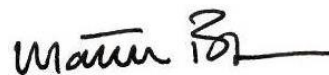
Sincerely,



Richard Acosta, Director
303 Pearl Parkway, Suite 220
San Antonio, TX 78215
(210) 805-1148
richard.acosta@rbccm.com



R. Dustin Traylor, Managing Director
303 Pearl Parkway, Suite 220
San Antonio, TX 78215
(210) 805-1117
robert.d.traylor@rbccm.com



Matt Boles, Managing Director
200 Crescent Court, Suite 1500
Dallas, TX 75201
(214) 989-1672
matt.boles@rbccm.com

B. A brief history of the firm including the year founded and the number of years the firm has been providing financial advisory services to Texas issuers.



RBC Capital Markets (“RBCCM” or the “Firm”) is the corporate and investment banking division of the Royal Bank of Canada (“RBC”) and is wholly owned by RBC. RBC is a publicly traded corporation (NYSE: RY) and operates in the United States as a national firm with both retail and institutional distribution of municipal bonds. RBC is one of the world’s largest banks, with over \$1.48 trillion of assets and a market capitalization of over \$128 billion. RBC and its subsidiaries serve over 17 million governmental, corporate and individual clients with approximately 97,000 employees in 29 countries. RBCCM, RBC’s U.S. broker-dealer subsidiary, is a full-service investment bank with over 7,200 professionals and support staff operating from 60 offices in 16 countries. RBC is one of the strongest financial institutions in the world and is one of the highest rated banks (Aa1/AA-/AA) in the municipal market today. RBCCM provides the strength and resources of a national securities firm, coupled with the local commitment and community involvement of a regional firm with over 90 years of providing financial advisory services to Texas issuers.

RBCCM’s public finance practice through the acquisition of industry leaders has evolved over decades – since at least 1929, when J.M. Dain began underwriting municipal bonds in Minnesota, and 1933, when Rauscher Pierce began doing the same in Texas. Eventually, the businesses of these and other regional firms combined to form Minneapolis-based Dain Bosworth Incorporated (“Dain”) and Dallas-based Rauscher Pierce Refsnes, Inc. (“Rauscher”). The 1998 merger of Dain and Rauscher created Dain Rauscher Incorporated, a full-service broker-dealer and investment banking firm with one of the deepest commitments to the public finance industry on or off Wall Street.



RBC acquired Dain Rauscher in 2001 and continued to expand its distribution capabilities and investment banking resources, by acquiring U.S. firms with significant fixed income presence. In 2008, the two broker-dealers of RBC Dain Rauscher and RBC Capital Markets merged to create one broker-dealer, aligning the fixed income banking, sales, trading, and research activities of RBC Dain Rauscher under the RBCCM global umbrella. In 2010, the company converted from a corporation to a limited liability company and changed its name to RBC Capital Markets, LLC. ***Municipal Finance remains a strategic commitment for RBC as evidenced by the fact that we have the largest municipal finance team of any firm in the nation, and is the only Wall Street firm to provide financial advisory services.***

C. Provide your annual Audit reports for fiscal years 2020, 2021, and 2022 and the most recent interim financial report. These reports should be included as an attachment or appendix item.

Due to the large size of RBC’s financial statements, we have included a copy of the 2020, 2021, and 2022 annual audits as separate attachments. Additionally, we have included the electronic copies on the required flash drives.

You may also visit <http://www.rbc.com/investorrelations/annual-meeting-reports.html> to obtain copies of the audited financial statements.

D. Provide your 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 as of fiscal years ending 2019 through 2023 and for the most recent available quarter in 2022.

RBCCM is a solid, stable, and seasoned investment bank that is committed to municipal finance and the District. Conversely, many firms have either eliminated their municipal services or significantly reduced their headcount in and financial commitment to this market. In times of great uncertainty, RBCCM offers regional knowledge and financial security for the District.

The tables on the following page provide the capital structure for RBCCM, including total regulatory capital, total equity capital, net equity capital, and excess net equity capital for fiscal years ending 2019 through 2023 and the most recent quarter (January 31, 2024), calculated in accordance with SEC Rule 15c3-1. Also provided is the capital structure of RBC, for fiscal years ending 2019 through 2023 (as of FYE October 31).

Capital Position: RBC Capital Markets

	10/31/2019	10/31/2020	10/31/2021	10/31/2022	10/31/2023	01/31/2024
Total Regulatory Capital	\$7,305,576,296	\$8,715,902,818	\$8,359,425,342	\$8,493,858,167	\$9,182,151,058	\$9,371,735,436
Total Equity Capital	5,905,576,296	6,465,902,818	6,959,425,342	7,093,858,167	7,796,151,058	7,985,735,436
Net Capital	1,841,076,664	2,769,938,675	1,905,835,402	2,271,538,728	2,127,626,905	2,136,964,007
Excess Net Capital	1,599,801,391	2,462,374,037	1,472,476,100	1,708,888,355	1,681,873,043	1,588,951,825

Capital Position: Royal Bank of Canada

	10/31/2019	10/31/2020	10/31/2021	10/31/2022	10/31/2023
Total Regulatory Capital	\$59,144,961,652	\$63,750,187,461	\$74,322,403,489	\$68,855,465,884	\$75,646,533,083
Total Equity Capital	63,501,404,814	65,130,610,817	79,762,558,553	79,365,370,506	84,878,189,419
Tier 1 Capital	51,530,867,947	55,550,968,150	66,423,841,060	61,806,309,611	67,683,436,644

Based on Basel II calculation

E. Provide your Dunn & Bradstreet Number.

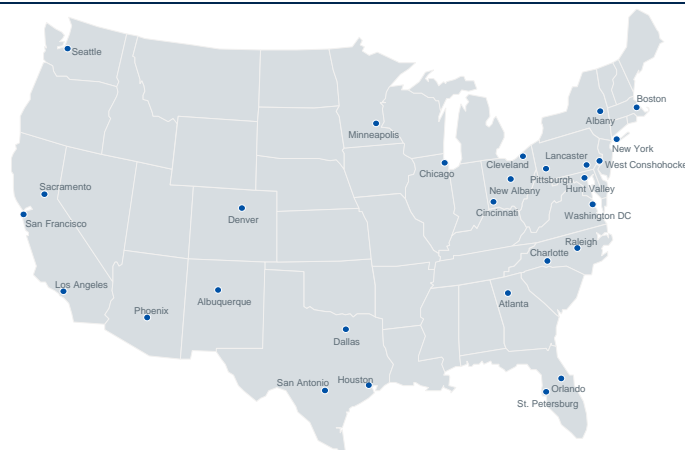
The Dunn & Bradstreet Number for RBC Capital Markets is 060550266.

F. Provide proof that your firm currently has in force an insurance policy covering (a) errors and omissions liability and (b) comprehensive general liability, and indicate the amount of such coverage.

RBCCM maintains insurance coverage for errors and omissions liability in the amount of \$5,000,000 and comprehensive general liability in the amount of \$5,000,000. Please refer to **Appendix A** for the Firm's insurance certificates.

G. Provide the location of the firm's public finance offices in Texas and the number of public finance professionals in each office, including (a) financial advisors / investment bankers, (b) underwriters / traders, (c) institutional / retail sales representatives, and (d) quantitative / analytical specialists. Do not include secretarial / clerical support personnel. In the same manner, provide the locations of public finance offices throughout the United States and the total number of professionals employed by your firm.

RBCCM operates one of the largest municipal finance departments in the country. **Headquartered in New York City and employing more than 350 banking, sales, trading and underwriting professionals, the size and breadth of our municipal group has matured.** Our municipal finance department provides financial advisory and underwriting services for the public/private sale of virtually all types of general obligation and revenue bonds, taxable and tax-exempt, long-term and short-term. Our ability to maintain our competitive advantage and provide unmatched service and expertise is based on our ability to anticipate and adapt to changing market conditions.



The growth of our municipal finance practice has been built upon maintaining significant banking offices in select, major population centers across the country. **The municipal finance group presently operates 28 offices across the country, with three in the State of Texas (Dallas, Houston, and San Antonio).** Our executive management resides in our New York headquarters, and the middle management professionals oversee operations in each of their respective regions. With respect to Texas, our team is managed by Mr. Matt Boles, Managing Director and Head of Texas Municipal Finance, who is located in the Firm's Dallas office and has approximately 30 years of municipal finance experience. Our core municipal market offices are staffed with municipal finance bankers that have significant municipal finance expertise coupled with considerable knowledge of their specific market's economy, demographics and public finance laws. Through organizing our banking network in this regional fashion, we find that our core market bankers are more attuned to our clients' needs and issues and are more accessible to our clients. Additionally, RBCCM's sales and trading hubs in Boston, Chicago, **Dallas, Houston**, Nashville, New York City, Parsippany, Philadelphia and San Francisco are strategically located to ensure our sales force has direct access to the major institutional buyers of municipal securities.

Texas Presence

RBCCM has 14 offices in Texas, including three municipal finance offices located in Dallas, Houston, and San Antonio, housing 18 municipal finance banking professionals and support staff. Our municipal institutional sales, trading and underwriting operation includes 3 employees, located in our Dallas and Houston offices, dedicated to the distribution of municipal securities. RBCWM maintains 14 offices in the State of Texas in the following cities: Austin, Dallas, Fort Worth, Frisco, Houston, Kerrville, Longview, Lufkin, Midland, San Antonio, Sugar Land, and Tyler. There are 135 retail sales professionals located in these offices throughout Texas.

RBC Texas Office Locations and Employee Headcount

Location	Municipal Bankers	Underwriters / Traders	Sales Reps	Quantitative Support	Total Employees
Austin			13		13
Dallas	5	1	21	3	30
Fort Worth			7		7
Frisco			23		23
Houston	4	2	39	2	47
Longview			4		4
Lufkin			4		4
Midland			7		7
San Antonio	3		7	1	11
Sugar Land			7		7
Tyler			3		3
Total	12	3	135	6	156

In addition to our local analytical and execution support team, RBCCM has a dedicated team of professional bankers in its Municipal Quantitative Group, located in New York City, with the experience to handle the most complex issues in structuring and pricing municipal bond, derivative, and credit transactions. RBCCM believes that technical expertise should focus on solving our clients' most challenging analytical problems. To accomplish this, we are continually developing and implementing sophisticated quantitative models, in addition to utilizing industry standard tools such as DBC Finance, to analyze and determine the most efficient financing plans for our clients.

H. Experience with school districts in the last 10 years.

Since 1933, RBCCM has operated a municipal finance practice longer than any other firm in the State, giving us extensive experience with Texas public school districts. We have a consistent and long history of providing significant coverage of and services to Texas K-12 issuers through both strong and difficult markets and we remain committed to the municipal space and Texas issuers. As a firm with deep Texas roots, K-12 education has been a priority of our bankers and underwriters since our founding and this priority remains the same today. Over the past ten years, we have served as financial advisor on 284 Texas school district bond sales in Texas totaling approximately \$16.11 billion in par amount. **This places RBCCM in the 4th and 3rd ranked financial advisor in Texas school district issuers by number of transactions and par amount, respectively.**

10-Year Texas K-12 Municipal Advisory Rankings (by Par Amount)

Managing Underwriter	Par Amount (US\$ mil)	Rank	Mkt. Share	No. of Issues
Hilltop Securities Inc	39,689.5	1	26.9	631
SAMCO Capital Markets Inc	18,646.9	2	12.7	507
BOK Financial Corp	16,145.3	3	11.0	245
RBC Capital Markets	16,111.3	4	10.9	284
First Southwest Company LLC	10,293.2	5	7.0	230
Post Oak Municipal Advisors LLC	8,084.7	6	5.5	48
Estrada Hinojosa & Co Inc	7,395.2	7	5.0	182
Specialized Public Finance Inc	7,333.9	8	5.0	226
USCA Municipal Advisors LLC	5,118.0	9	3.5	266
Cullen/Frost Bankers Inc	4,724.2	10	3.2	124
Industry Total	\$131,500.4	-	100.0	3,178

Source: Bloomberg (January 1, 2014 – December 31, 2023)

10-Year Texas K-12 Municipal Advisory Rankings (by No. of Issues)

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BOK Financial Corp	16,145.3	3	11.0	245
First Southwest Company LLC	10,293.2	5	7.0	230
Specialized Public Finance Inc	7,333.9	8	5.0	226
Estrada Hinojosa & Co Inc	7,395.2	7	5.0	182
Live Oak Public Finance LLC	4,060.7	11	2.8	165
Cullen/Frost Bankers Inc	4,724.2	10	3.2	124
Industry Total	\$147,698.3	-	100.0	3,178

Source: Bloomberg (January 1, 2014 – December 31, 2023)

Our long history as a top financial advisor and underwriter in the school district market in Texas, means our bankers are intimately familiar with the factors facing Texas school districts such as, continued limitations on state funding, strategies to enhance EDA/IFA funding, the PSF program, credit issues, and are familiar with the financial and legislative issues that may impact the credit strength of an issuer. In Texas, we understand the value of the Permanent School Fund Guarantee and know what investor appetite is for this paper. RBCCM has been a leading K-12 underwriter for many years. We feel that it is a vitally important qualification as we seek to serve the District as financial advisor. One of the key elements of our role as financial advisor is to provide guidance on the appropriateness of the interest rates being charged by the District's underwriters. Utilizing the up-to-date market

expertise of our underwriting desk will allow the District to be ensured that its bond pricing is accurate based upon the District's credit strength and constantly changing market conditions.

I. Recent work experience with SSAISD.

In total, Mr. Acosta has served as financial advisor on 18 separate transactions totaling over \$329.32 million in par amount for South San Antonio ISD. Listed below are some of the accomplishments of Mr. Acosta:

- **\$135 Million in New Money:** Mr. Acosta has navigated the District to successful bond elections in 2004, 2007, and 2010, which led to the rebuild of the South San Antonio High School.
- **2004 – 2005:** In May 2004, voters approved **\$40.5 million** to be issued only in conjunction with State Funding and the District submitted an application for the 2003-04 IFA Funding Cycle. Unfortunately, only \$20 million was allocated to IFA and SSAISD was not awarded any State assistance. Toward the end of the 2005 Legislative session, the Existing Debt Allotment (“EDA”) program was rolled forward, but only bonds which had scheduled payments on or before August 31, 2005 qualified for assistance based upon District needs. The District's tax rate was already set and thereby limited State funding for the next two years. The District was able to generate sufficient proceeds to offset the marginal State Funding for the next two years to defer the tax rate impact into the next biennium, deposit the full \$40.5 million to the construction fund, and qualify for EDA assistance and receive the same percentage of assistance as IFA (74.8%) that same year.
- **2007:** Voters approved **\$37.13 million** and again qualified the bonds for EDA assistance and received 72.1% in state funding.
- **2010: Voters approved \$58 Million, the largest ever bond package in South San Antonio history.** Under this bond package, Mr. Acosta was instrumental in utilizing all the resources available to the District which consisted not only of state aid, but federal subsidies.
 - ✓ \$26,095,000 Unlimited Tax School Building Taxable Bonds, Series 2010 (Build America Bonds - Direct Subsidy) – Federal (35%) and State Aid (61%).
 - ✓ \$9,785,000 Unlimited Tax School Building Qualified School Construction Bonds, Taxable Series 2010 (Direct Pay Subsidy) – Federal (100%) and State Aid (61%).
 - ✓ \$22,116,909 Unlimited Tax School Building Bonds, Series 2010 – State Aid (61%). Under Mr. Acosta's watch, the District performed the second taxable refunding in the State of Texas, which saved the District nearly \$5.3 million in aggregate savings.
- **2012:** As financial advisor to the District, Mr. Acosta completed the first taxable refunding for a Texas school district. The District's parameters of three percent (3.0%) were far exceeded with an 11.4% gross debt service savings or close to \$3.3MM in net present value savings. This refunding was the first transaction by a Texas school district to refund bonds utilizing taxable premium bonds for savings and demonstrates Mr. Acosta's commitment to our clients.
- **2016 Subsidy Intercept:** South San Antonio ISD receives a 35% Interest Subsidy for its Build America Bonds (“BABs”) and 100% Interest Subsidy for its Qualified School Construction Bonds (“QSCBs”). In February 2016, the District, through the advice of its Richard Acosta, instructed the paying agent to intercept the federal subsidy of the BABs and QSCBs. Since that time, **the District has collected approximately \$4.8 million from the BABs and \$2.4 million from the QSCBs for a total of approximately \$3.84 million.**
- **\$20.2 Million in I&S Savings:** Since 2003, Mr. Acosta has helped facilitate the issuance of 12 refunding transactions that has saved the District over \$20.2 million in debt service savings by refunding various bonds to capitalize on interest rate opportunities. The table below summarizes the savings Mr. Acosta has been able to realize on behalf of the District.

Experience with South San Antonio ISD

	Issue Date	Refunding Series	Par Amount	Refunded Series	Refunded Par Amount	Debt Service Savings	Present Value Savings (\$)	Present Value Savings (%)
1	01/21/2004	2004	\$28,624,510	1994;1999	\$28,635,000	\$1,458,847	\$945,524	3.30%
2	09/08/2004	2004A	6,470,000	1994	6,555,000	514,923	409,713	6.25%
3	03/31/2010	2010	23,475,000	1999;2002;2005;2007	23,800,000	1,453,371	1,083,413	4.55%
4	06/02/2011	2011	8,684,990	2000	8,685,000	721,922	681,268	7.84%
5	02/23/2012	2012	8,390,000	2002	8,405,000	2,530,486	2,002,366	23.82%
6	09/26/2012	2012A&B	29,060,000	2004;2004A	29,255,000	3,982,749	3,334,858	11.40%
7	12/11/2012	2013	18,815,000	2005	19,310,000	3,317,840	2,519,854	13.05%
8	12/17/2014	2014	25,835,000	2007	25,845,000	2,823,050	2,232,762	8.64%
9	10/22/2019	2019A	11,460,000	2012A	12,140,000	901,563	819,717	6.75%
10	10/22/2019	2019B	18,360,000	2011;2012;2013	18,375,000	962,968	773,100	4.21%
11	10/22/2019	2019C	9,185,000	2010	9,205,000	357,422	333,766	3.63%
12	07/29/2020	2020	5,340,000	2012	6,365,000	1,191,893	1,093,870	17.19%
Total			\$193,699,500		\$196,575,000	\$20,217,033	\$16,230,210	8.38%

J. Firm's ability and capacity to perform the work. List the firm's current workload and the firm's availability to commence services immediately after being selected by the District.

With the strength and resources of a national securities firm, coupled with the local commitment and community involvement of a regional firm, we are well equipped to provide financial advisory services for all of our clients in a timely manner. As mentioned previously, RBCCM maintains three municipal finance offices in Texas. Led by **Mr. Acosta** and **Mr. Traylor** from our Firm's San Antonio office, and **Mr. Matt Boles** and **Mr. Steve Fortenberry** from the Firm's Dallas office, our Texas team will be ready to "hit the ground running" to achieve the District's financing goals.

Additionally, RBCCM's municipal finance banking practice is organized into core specialty sectors. These specialty areas generally require a more specific level of banking knowledge and experience than a generalist investment banker can provide to truly meet clients' unique needs in these areas. Our specialty sectors are among the best in the country in their respective fields. RBCCM's specialty banking teams work in conjunction with our locally based bankers to ensure that we provide the highest level of expertise and service in the industry. Our financing team's expertise will allow RBCCM to immediately begin providing services to the District upon selection ensuring the District's financial objectives are met in a timely, professional and cost-effective manner.

K. The identity, education, experience, capabilities, and accomplishments of the key team members who would be assigned to SSAISD. Include brief resumes of these personnel.

We have assigned a financing team designed to provide the District with access to the full range of talents and resources available from all areas of the Firm to ensure that the District's financial objectives are met. All of these professionals are available to the District as needed. **Richard Acosta**, and **R. Dustin Traylor**, each located in our San Antonio office, and **Matt Boles**, located in our Dallas office, will serve as the co-lead bankers and primary contacts from RBCCM. Mr. Acosta, Mr. Traylor, and Mr. Boles have approximately 60 years of combined experience providing financial advisory services to Texas issuers, and have assisted their financial advisory clients with every type of financing mechanism utilized in the market today. Additionally, **Steve Fortenberry**, Vice President, a former 35-year school administration veteran, will provide extensive school district finance and operational experience on behalf of the Firm from RBCCM's Dallas office. **Chad Runnels**, located in our Houston office, is the senior underwriter for all tax-exempt offerings for Texas clients and provides tax-exempt market information and confers on all Texas transactions in which RBCCM serves as underwriter and financial advisor.

The chart that follows highlights the professionals assigned to serve the District, their role on the financing team, their office location, and their number of years of related experience. Brief resumes of the professionals listed follow.

RBCCM Team Assigned to South San Antonio Independent School District

Name	Title	Role	Office	Years of Experience
Richard Acosta	Director	Co-Lead Banker	San Antonio	23
R. Dustin Traylor	Managing Director	Co-Lead Banker	San Antonio	23
Matt Boles	Managing Director	Co-Lead Banker	Dallas	33
Steve Fortenberry	Vice President	K-12 Specialist	Dallas	38*
Rafael Martinez	Vice President	Analytical & Execution Support	San Antonio	13
Jorge Ramirez	Analyst	Analytical & Execution Support	Dallas	1

Chad Runnels	Director	Lead Texas Underwriter	Dallas	18
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** Relevant experience*

Banking Team				
Contact Information	Resume			
<p>Richard Acosta Director Co-Lead Banker San Antonio, TX richard.acosta@rbccm.com (210) 805-1148</p>	<p>Mr. Acosta brings over 23 years of public finance experience. Mr. Acosta is charged with originating, structuring, and executing a broad array of municipal financings to help clients achieve short and long-term capital raising objectives. Since starting in public finance in 2001, Mr. Acosta has underwritten roughly \$29.6 billion in par amount and \$2.5 billion as senior manager. In addition to the underwritings, Mr. Acosta has acted as a financial advisor for roughly \$755 million in par amount.</p> <p>Mr. Acosta has worked with a vast and diverse group of clients such as the Cities of El Paso, Houston, Dallas, San Antonio, Fort Worth, Austin and Seguin, CPS Energy, the San Antonio Water System, DFW Airport, San Antonio and Houston Airport Systems, the Counties of Harris, Bexar, Williamson, Hidalgo and Maverick County, North Texas Tollway Authority, Harris County Toll Road Authority, TxDOT, the school districts of Judson, Northside, San Antonio, Dallas, Houston, Harlandale, South San Antonio, Lamar, Taylor, Lake Travis, North East, and Rio Grande.</p> <p>Additionally, Mr. Acosta has served on the Ronald McDonald House Charities Board of Directors, the Rey Feo Consejo Education Foundation, the VIA Metropolitan Transit Citizens Advisory Committee, and the Education Foundation for Northside ISD, San Antonio ISD, and Judson ISD.</p> <p>Mr. Acosta received a BBA in Management from Texas A&M University and an MBA in Finance from the University of Texas at San Antonio. He is a NASD Registered General Securities Representative currently holding the Series 7, Series 50, Series 53, Series 63, and Series 79 licenses.</p>			
<p>R. Dustin Traylor Managing Director Co-Lead Banker San Antonio, TX robert.d.traylor@rbccm.com (210) 805-1117</p>	<p>Mr. Traylor joined RBCCM's Public Finance group in January 2001. He has extensive experience in providing financial advisory and underwriting services to Texas cities, counties, school districts, hospitals, airports, navigation districts, river authorities, water districts, and a variety of other special districts across the state of Texas. Mr. Traylor's experience includes all aspects of municipal finance including various types of Unlimited Tax Bonds, Revenue Bonds, General Obligation Bonds, Variable Rate Bonds, Convertible Bonds, Lease/Purchases, Synthetic Financial Products, Advance Refundings, Current Refundings, Debt Restructurings, and Contractual Obligations.</p> <p>Some of Mr. Traylor's Investment Banking engagements have included Hays CISD, Lake Travis ISD, Eanes ISD, Bexar County, City of San Antonio, North East ISD, San Antonio ISD, Tyler ISD, Beaumont ISD, Alamo College District, Del Valle ISD, Keller ISD, Edinburg CISD, Kerrville ISD, Waco ISD, City of Rockport, City of Victoria, City of Beaumont, City of La Porte, City of Edinburg, City of Alamo, City of Mission, City of Garden Ridge, City of Mercedes, Victoria County, and Aransas County.</p> <p>He is a frequent speaker on the subject of Public Finance and Capital Improvements Program structuring and funding and previously served as a board member for the Municipal Advisory Council of Texas. He is also a regular participating lecturer for the Texas State University's Certified Public Managers Program.</p> <p>Mr. Traylor holds a BBA in Accounting from Texas A&M University and an MBA from Baylor University. He is a NASD Registered General Securities Representative currently holding the Series 7, Series 50, Series 53, Series 63, and Series 79 licenses.</p>			
<p>Matt Boles Managing Director Regional Director Co-Lead Banker matt.boles@rbccm.com (214) 989-1672</p>	<p>Mr. Boles is a Managing Director and Regional Director in the Dallas Municipal Finance office of RBCCM. He is responsible for banking an extensive book of Texas issuer clients and oversees the operations of our Dallas, Houston, San Antonio, and Denver Municipal Finance offices. He is also a member of the Firm's Municipal Finance Operating Committee.</p> <p>Mr. Boles has been with RBCCM since 1991 and has been involved in over \$100 billion in financings during that period for a variety of issuers. In those 33 years, Mr. Boles has served as an investment banker or financial advisor to virtually every type of tax-exempt issuer, including school districts, counties, cities, public and private universities, community colleges, state agencies, healthcare providers and special districts. Mr. Boles' experience has included all aspects of refunding and new money transactions in both long and short term modes, including virtually all types of security structures, as well as certain derivative instruments. As a manager, he is responsible for the formation and implementation of strategic initiatives for the firm's Municipal Finance Group in Texas, one of the nation's top issuers of municipal debt.</p> <p>Mr. Boles is a Certified Public Accountant and a registered securities representative, currently holding Series 7, 24, 50, 53, 63, and 79 licenses. He previously served as a member of the Board of Trustees of the Municipal Advisory Council of Texas (2011-2015) and as Chairman of the Board (2013-14). Mr. Boles holds a BBA from the University of Texas at Austin and a MBA from Southern Methodist University.</p>			
<p>Steve Fortenberry Vice President K-12 Specialist Dallas, TX stephen.fortenberry@rbccm.com (214) 989-1753</p>	<p>Mr. Fortenberry is a Vice President in the Dallas Municipal Finance office of RBCCM. His primary responsibilities include client development and investment banking services to municipal clients of the firm, with a specific focus on the K-12 sector.</p> <p>Mr. Fortenberry joined RBCCM in January 2018, after retiring from Plano ISD following a thirty-five year career in school finance. In addition to Plano ISD, thirty of those years were spent as a Chief Financial Officer in mid-to-large size school districts including Fort Worth ISD, McKinney ISD, and Calcasieu Parish Public Schools in Louisiana. He brings a wealth of knowledge and expertise in managing the financial</p>			

and operational systems for Texas school districts, including expertise in state funding, budgeting, forecasting, planning and development. Mr. Fortenberry has served on the Advisory Board of the TexSTAR local government investment pool from the time of its inception until his recent retirement.

Prior to school administration, Mr. Fortenberry worked briefly in public accounting as an auditor for Arthur Andersen. Mr. Fortenberry is a Certified Public Accountant and holds a BA from Texas Tech University. He is a FINRA registered securities representative, currently holding the Series 50, 52, and 63 licenses.

Rafael Martinez
Vice President
San Antonio, TX
Analytical & Execution Support
(210) 805-1161
rafael.martinez@rbccm.com

Mr. Martinez joined RBC Capital Markets in 2007. Mr. Martinez's responsibilities include providing financial advisory and particularly analytical and quantitative analyses for various municipal issuers throughout the region. Mr. Martinez has served as an analyst to many different types of tax-exempt issuers, including counties, cities, and school districts.

Mr. Martinez is a registered securities representative, currently holding Series 7, 50, 63, and 79 licenses. Mr. Martinez holds a Bachelor of Science in Management Science from the Massachusetts Institute of Technology.

Jorge Ramirez
Analyst
Analytical & Execution Banker
Dallas, TX
(214) 989-1607
jorge.ramirez@rbccm.com

Jorge Ramirez joined RBCCM in July 2023 as an analyst after graduating from Georgetown University. Mr. Ramirez served as a summer intern for RBCCM in summer 2021 and summer 2022, working on our New York office with a variety of large issuer clients. As an analyst, Mr. Ramirez provides various levels of analytic, research, transaction, and execution support to senior bankers and associates.

Mr. Ramirez graduated from Georgetown University with a B.A. in Political Economics and Philosophy. He currently holds Series 50, 52 and 63 licenses.

Underwriting Team

Contact Information

Chad Runnels
Director
Lead Texas Underwriter
Dallas, TX
(214) 989-1262
chad.runnels@rbccm.com






Resume

Mr. Runnels is a 17-year veteran of the municipal bond industry, primarily responsible for origination, distribution and trading of fixed income municipal securities. Mr. Runnels has served as lead underwriter on more than 1,450 transactions totaling more than \$42 billion in various interest rate environments and sectors including school districts, cities, counties, state agencies, municipal utility districts, utility systems, higher education systems and transportation agencies. Mr. Runnels is responsible for underwriting activities in many of our core southwest states including Texas, Colorado, New Mexico and Arizona. His coordination of these efforts allows him to be involved in all senior and co-managed transactions originated from our Dallas underwriting desk.

A lifelong Texas resident, Mr. Runnels holds a BBA in Finance from Texas Tech University and is a FINRA registered securities representative, currently holding series 7, 52, 53, 66 and 79 licenses. Mr. Runnels has also been active in the municipal bond community, having previously served on the Board of the Municipal Advisory Council of Texas.

- L. A list of five (5) clients that are most comparable to South San Antonio Independent School District in size and complexity, denoting whether they are active or inactive clients at the time of Proposal and current clients assigned to attorneys to be assigned to SSAISD. Please include a general description of types of services performed, types and size of issues involved, and the number of years served for each.*

Below, we have identified a range of comparable school districts below that we currently serve as financial advisor, the number of years we have provided financial advisory services, and the total number and par amount of transactions issued. As financial advisor, we have helped issue a variety of transactions to help the needs of each district, including but not limited to, tax-exempt and taxable refundings, variable rate issuances, and new money transactions.

					
District:	Harlandale ISD	Lake Travis ISD	Port Arthur ISD	Eanes ISD	Little Elm ISD
Years Served:	Over 15 Years	Over 31 Years	Over 16 Years	Over 17 Years	Over 25 Years
No. of Issues:	23 Transactions	21 Transactions	18 Transactions	15 Transactions	31 Transactions
Par Amount:	\$423,700,000	\$1,229,289,345	\$792,339,993	\$426,680,000	\$799,944,362

- M. A minimum of 5 references comparable to South San Antonio ISD. References should include the district name and contact information for an individual with direct knowledge of similar work done with Texas School Districts.*

1. Deer Park ISD



David Edgar, Assistant Superintendent for Business

2800 Texas Ave
Deer Park, TX 77389
Phone: 512-268-2141
Email: dedgar@dpisd.org

2. Eanes ISD



Chris Scott, Chief Financial Officer

601 Camp Craft Rd
Austin, TX 78746
Deer Park, TX 77389
Phone: 512-732-9031
Email: ccsott@eanesisd.net

3. Harlandale ISD



Richard Hernandez, Assistant Superintendent for Business

102 Genevieve Street
San Antonio, TX 78214
Phone: 210-989-4336
Email: ricardo.hernandez@harlandale.net

4. Highland Park ISD



Scott Drillette, Assistant Superintendent for Business Services

6915 Westchester Dr
Dallas, TX 75205
Phone: 214-780-3017
Email: drilles@hpsid.org

5. Fort Worth ISD



Carmen Arrieta-Candelaria, Chief Financial Officer

7060 Camp Bowie Blvd
Fort Worth, TX 761165
Galveston, TX 77550
Phone: 817-814-2100
Email: carmen.arrietaacandel@fwisd.org

6. Galveston Wharves (Port of Galveston)



Mark Murchison, Chief Financial Officer

123 25th Street
Galveston, TX 77550
Phone: 409-766-6146
Email: mmurchison@portofgalveston.com

Please refer to **Appendix B** for the Reference Sheets by the above contacts.

N. State of firm's unique qualifications.

Due to our history and strength as an underwriter nationally, and specifically in Texas, a key strength for our financial advisory practice is providing analysis and guidance for the appropriate credit spreads when our financial advisory clients bring their transactions to the market. RBCCM has been one of the most active municipal underwriters in Texas and the United States over the last 10 years **and is the only Wall Street firm to offer financial advisory services**. We believe that this level of underwriting activity benefits our financial advisory clients because we are able to use our underwriting professionals and their real-time market knowledge to provide our clients with real-time details regarding credit spreads on a maturity-by-maturity basis.

Our experience as a top underwriter in the school district market both nationally and in Texas, means our underwriters understand school district credit issues and are familiar with the financial and legislative issues that may impact the credit strength of an issuer. In Texas, we understand the value of the Permanent School Fund Guarantee and know what investor appetite is for this paper. **We include this information because we feel that it is a vitally important qualification as we seek to serve the District as financial advisor.** One of the key elements of our role as financial advisor is to provide guidance on the appropriateness of the interest rates being charged by the District's underwriters. Utilizing the up-to-date market expertise of our underwriting desk will allow the District to be ensured that its bond pricing is accurate based upon the District's credit strength and constantly changing market conditions.

O. Other advantages offered by your firm that would benefit SSAISD.

We pledge the full resources of the Firm to serve the District. Our municipal finance professionals possess broad technical knowledge and expertise in the sizing, structuring, and executing of all types of municipal bond transactions. The Firm's number one core value is "Client Focus" and as a full service investment bank, the Firm offers its client access to an array of resources and services smaller firms cannot match. The Firm further prides

itself on developing a comprehensive, full service relationship with its clients, leveraging these various resources. We view our role as much more than just structuring and selling debt. Our bankers have maintained client loyalty through a comprehensive approach to our coverage. Below we describe value-added resources and services available to the District beyond typical investment banking and underwriting services.

Financial Engineering and Quantitative Capabilities	<ul style="list-style-type: none"> ▪ Dedicated quantitative team providing access to proprietary technical resources and optimization models that allow us to provide sophisticated analysis and to structure both new money and refunding financings. ▪ Intricate cash flow pro-forma, debt capacity and debt sizing structures, bond optimization, evaluation of call features, call option analysis, and redemption flexibility.
Municipal Client Solutions Group	<ul style="list-style-type: none"> ▪ Dedicated team comprised of five professionals to design and implement innovative financing solutions that meet our clients' needs. ▪ Ability to offer balance sheet products.
Municipal Products Group	<ul style="list-style-type: none"> ▪ Dedicated group of professionals who focus solely on financial products such as interest rate swaps and other interest rate hedging products.
Municipal Research	<ul style="list-style-type: none"> ▪ Dedicated municipal research department. ▪ Publish reports frequently, addressing the most relevant and pressing issues facing the municipal markets and issuers. Examples include reports on financial information and unemployment, impacts of bond fund flows and municipal market annual review and new issue projections. ▪ The Firm's Leadership Series invites prominent speakers on market, economic, and policy issues pertinent to municipal issuers.
Market and Economic Trends	<ul style="list-style-type: none"> ▪ Publish reports on market movements, government announcements, forward calendars, industry indices, supply totals and economic and interest rate forecasts.
Global Asset Management	<ul style="list-style-type: none"> ▪ Dedicated team providing investment management and reinvestment services, including pooled investments.

Over the past five years we have developed our own financial models for uses such as advance refunding, single-family housing cash flows, student loan cash flows, and other bond structuring and modeling programs. These models have been praised by Moody's Investors Service, Inc., Standard & Poor's Corporation, Municipal Bond Insurance Association and Financial Guaranty Insurance Company for schedule detail and readability and have become standards in the industry. In fact, the MUNEX and DBC structuring software packages, the main bond structuring programs for public finance firms nationwide, have integrated complex types of advance refunding, debt service reserve and other bond structuring techniques in their software based on input and recommendations from the Firm and its banking team.

Call Option Considerations

The recent prohibition on tax-exempt advance refundings has increased the need for issuers to focus on the optional call profile of its outstanding and future debt. In evaluating shorter calls versus the standard 10-year call, an issuer should consider the potential for more refundings through the life of a bond. Shorter calls provide an issuer with enhanced flexibility, although at a higher initial yield-to-maturity ("YTM"), given timing considerations regarding future interest rates when bonds become eligible to be current refunded on a tax-exempt basis. RBCCM has developed a three pronged approach to assist an issuer in optimizing its call profile:

1. Prepare the call profile of an issuer's outstanding debt to gauge where there may be years with little or no call optionality;
2. Analyze the pricing differential on an Option Adjusted Yield basis between a shorter call and a 10-year call; and
3. Utilize RBCCM's proprietary future refundings simulator to compare the present value debt service of using either shorter calls versus longer calls throughout the life of a bond maturity.

For various recent senior managed transactions, RBCCM has found using a 5-year to 8-year par call, rather than a standard 10-year par call, for a portion of the maturities, attracts a new pocket of investors and expands demand (it should be noted that these buyers are currently seeking 5% coupons).

Option Adjusted Yield Analysis: Using RBCCM's Option Adjusted Model we compare the value of a bond with a shorter call versus a longer call by calculating a theoretical option price that simulates a potential future refunding. The Option Adjusted Yield ("OAY") is an adjusted yield to maturity calculated based on a total price equal to the sum of the initial price paid by investors for a bond and the theoretical option price (or option value). Pricing of shorter calls is subject to demand/supply by investors, and varies under different market conditions. RBCCM typically recommends an issuer consider shorter calls provided the OAY of the shorter call is within 5 to 10 bps higher in

yield, with some issuers that significantly value the future flexibility willing to pay up to 15 to 20 bps in higher OAY for the early call.

Future Refundings Simulator: RBCCM has developed a refundings simulator that calculates the cash flow of multiple future refundings for each maturity using shorter calls versus 10-year calls. The overall cost of borrowing through the life of a bond is inclusive of its future refundings. An issuer can potentially decrease its overall cost of borrowing through a series of shorter calls by riding down the yield curve. The RBCCM model produces a heat map of all callable maturities stressed under thirteen chosen rate movements that represents the present value savings differential of the shorter call versus the longer call.

PV Savings Differential : 5-year Call Minus 10-year Call (Benefit/Cost)

Rate Movement	12/01/2024	12/01/2029	12/01/2034	12/01/2039	12/01/2044	12/01/2048
-300	-0.36%	6.53%	7.40%	6.54%	5.35%	4.69%
-250	-0.36%	6.53%	5.99%	4.59%	3.94%	3.16%
-200	-0.36%	5.08%	3.59%	3.41%	2.22%	2.22%
-150	-0.45%	3.34%	2.25%	1.96%	0.94%	0.91%
-100	-0.95%	1.64%	0.59%	0.41%	-0.65%	-0.62%
-50	-1.46%	-0.11%	-1.19%	-1.31%	-2.46%	-2.38%
0	-4.00%	-3.52%	-4.38%	-4.25%	-5.35%	-4.42%
50	-4.00%	-5.01%	-6.14%	-6.15%	-7.53%	-6.78%
100	-4.00%	-6.53%	-8.00%	-8.23%	-9.97%	-9.50%
150	-4.00%	-8.09%	-9.96%	-10.51%	-11.45%	-11.80%
200	-4.00%	-9.69%	-10.71%	-9.89%	-10.11%	-10.29%
250	-4.00%	-10.71%	-10.76%	-9.50%	-9.65%	-9.87%
300	-4.00%	-10.53%	-9.79%	-9.39%	-9.55%	-9.79%

Preliminary; for illustration purposes only

Frequent and timely conversations with investors regarding particular couponing, call features, and specific maturities desired for their portfolios represent an opportunity to lower borrowing costs and improve the depth of investor penetration.

P. Proof of professional licenses required by Federal, and State authorities for performing various components of the services to be provided.

RBC Capital Markets, LLC, ("RBCCM") is a registered broker-dealer and investment adviser with the Securities and Exchange Commissions ("SEC"); a registered broker-dealer and municipal advisor with the Municipal Securities Rulemaking Board ("MSRB"); and a Futures Commission Merchant with the Commodities Futures Trading Commission ("CFTC"); 17 Self-Regulatory Organizations; and 53 U.S. states and territories. RBCCM is also a member of the New York Stock Exchange ("NYSE") and other securities and commodities exchanges. RBCCM offers full-service brokerage, investment banking, and asset management services to retail and institutional clients, including correspondent firms and affiliates.

The Firm's Central Registration Depository ("CRD") Number is 31194 and our registrations may be accessed by logging on to BrokerCheck via <http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/>.

Each RBCCM banking team members assigned to provide financial advisory services to the District hold the complete and required certifications and licenses as required by the SEC, MSRB, and other regulatory entities. Additionally, RBCCM LLC is vigilant in making certain that its personnel have and maintain all required licenses and registrations necessary for employees to perform their functions. The licenses held by each banking team member are provided in the adjacent table.

Banker	Title	Licenses
Richard Acosta	Director	7,50,53,63,79
R. Dustin Traylor	Managing Director	7,50,53,63,79
Matt Boles	Managing Director	7,24,50,53,54,63
Steve Fortenberry	Vice President	50,52,63
Rafael Martinez	Vice President	7,50,63,79
Jorge Ramirez	Analyst	50,52,63

Q. A sample engagement letter and/or contract.

Please refer to **Appendix C** for the Firm's sample municipal advisor agreement.

R. Complete and sign all forms included in the RFQ. Failure to complete all forms may result in disqualification.

Please refer to **Appendix D** for the required documentation.

S. Discuss your firm's experience in obtaining credit support and bond insurance.

RBCCM was actively engaged in the process to increase the capacity of the Permanent School Fund ("PSF") Guarantee Program. In particular, we consulted directly with TEA regarding alternatives available to increase the capacity and in conjunction with the MAC, RBCCM participated on a committee to review and formulate solutions to increase the capacity of the PSF program, which included seeking the IRS letter ruling which increased the capacity of the PSF program. Also, RBCCM participated on a TEA committee to draft Commissioner's Rules to implement a bond intercept program, which will create a backup bond guarantee for times when the PSF guarantee is not available.

RBCCM served as financial advisor on Harlandale ISD's Unlimited Tax Refunding Bonds, Series 2019A issuance which was not qualified to receive PSF since the refunded bonds were initially issued without the PSF guarantee. RBCCM utilized Build America Mutual to insure these bonds at a rating level of "AA" or one notch above Harlandale ISD's underlying "AA-" rating. The initial bonds were not eligible for PSF since they were originally issued as Maintenance Tax Notes. A detailed summary of the comprehensive financing plan behind this issue for Harlandale ISD is provided below.

T. Discuss your firm's experience with rating agencies and your firm's familiarity with the credit rating process.

In Texas, RBCCM uses a research-based approach to identify factors considered critical by the rating agencies, as well as, all credit strengths and weaknesses unique to a specific client. The bankers assigned to lead our coverage of South San Antonio ISD work with rating analysts from S&P, Moody's, and Fitch an average of 3 times per week, which provides us in-depth knowledge of what the rating agencies look for in specific credits. Given the increased scrutiny of the rating agencies in recent years, it is important to be knowledgeable of the best practices that the rating agencies are using to measure municipal credits. We use our analysis, as well as, the published criteria of the rating agencies to assist clients in developing comprehensive rating presentations and to look at their practices to identify potential strengths and weaknesses from the perspective of the rating agencies. We coach clients on how to best summarize and present their case and we participate in the meetings between our clients and the rating analysts.

Rating Process Key Strategy Elements

Rating presentations should be comprehensive and address all of the different rating factors impacting municipal finance ratings. Whether an actual prepared presentation or a package of documents, management capability and performance should be thoroughly evidenced in the materials sent to the rating agencies.

Periodically, issuers should consider having face-to-face meetings with rating analysts to better evidence management capability and practices. It is difficult to communicate capabilities by phone or simply by sending an audit and official statement. This is not to say that such meetings must accompany every debt sale, but we believe they should occur every few years or when there is a major change in circumstances.

Maintaining and improving credit ratings is a long-term process. Increasingly, management decisions are viewed as significant factors under the issuer's control, which affect ratings over time. We carefully brief clients on courses of action that they may choose that will improve creditworthiness over time and which may yield improved ratings once credit improvement can be evidenced conclusively.

Client Assistance in Preparing for Credit Ratings

After we complete our research of a client's specific strengths and weaknesses, we prepare a detailed plan and check list of information to be prepared for the rating meeting. We then discuss this outline with the client and agree upon the best approach for elements that can be evidenced in more than one way. RBCCM works with the client to gather the appropriate information to be fully prepared for the credit rating meeting. Prior to the rating meeting, RBCCM circulates all pertinent information to the rating analysts and requests that the rating analysts provide their list of discussion topics/questions to RBCCM and the client within a week before the rating meeting. This approach allows RBCCM to review the provided topics/questions with the client to derive a plan of action for the actual conference call/meeting date. Often times, RBCCM will have a call or face-to-face meeting with the client to walk through the discussion topics/questions as if it were the actual rating meeting.



The District can be assured of receiving the best possible credit rating coaching from RBCCM regarding specific steps it can employ to improve rating factors under its control with the goal of maximizing current and future ratings. Our basic scope of service and fee schedule includes all elements described above.

U. Discuss your firm's experience with refinancing and other negotiated underwriting, including underwriter selection and issue pricing.

RBCCM has tremendous experience structuring, sizing and timing refunding bond programs for our financial advisory clients. ***In fact, RBCCM, through our predecessor firm Rauscher Pierce Refsnes, implemented the***

first advanced refunding for a Texas issuer in 1983. Our team has designed every conceivable type of refunding program available to issuers. Our experience as the only firm ranked in the top five most active financial advisors and underwriters provides us with tremendous market knowledge that is imperative when deciding the proper timing for executing a refunding program.

Our team is well versed in preparing refunding structures so that they take advantage of interest rate opportunities when selling the refunding bonds, and we also have capabilities in designing escrow portfolios that make refundings more efficient by reducing or eliminating negative arbitrage in escrows on advance refundings. There are three main reasons to pursue a refunding transaction: (1) refund existing bonds to take advantage of lower interest rates and reduce interest costs; (2) refund existing bonds in an effort to manage tax and utility rates (refunding should be structured to provide relief in years that are difficult to meet certain tax rate challenges); and (3) refund and redeem existing bonds in order to modify and improve an issuer's bond covenants that create undue pressure on the issuer.

RBCCM continuously monitors refunding opportunities for our clients and we are always mindful of providing our clients with call features that allow future flexibility to refinance existing obligations.

Underwriter Selection

RBCCM will work closely with the District to assist in the process of selecting underwriters for negotiated sales. We will work with the District to track and record presentations that have been submitted to the District from underwriters that would like to work with the District. Additionally, we would work with the District to assist in the development and scoring of Requests for Qualifications for underwriting services. We regularly work with our existing financial advisory clients to assist in this process.

We believe it is important for the District to develop an underwriting syndicate that will provide the best opportunity for the District's bonds to receive the necessary market penetration amongst all segments of the bond market. This ensures the best pricing levels for the District that are consistent with the District's strong ratings and position in an ever-changing market. ***Ultimately, it is the District's decision to select the underwriters' for negotiated transactions and RBCCM will work with the District to the lower cost of borrowing.***

Accurate Bond Pricing

RBCCM utilizes combines a traditional and non-traditional approach to credit spreads. With any transaction, a normal starting point for pricing is comparing the recent credit spreads to MMD for tax-exempt transactions and spread to Treasury for taxable transactions of similarly rated issuers. Our team of sales and trading professionals will utilize both recent primary, as well as secondary market trading data to gauge the basic appropriate spreads for each transaction on a maturity by maturity basis. However, we believe that there is more to successful, initial price setting than just credit spreads. One of the advantages of RBCCM is that we are one of the most active participants in the municipal market, underwriting hundreds of transactions per year. This level of activity allows our desk members to understand that investors may place a greater value on certain name credits within a rating category. Essentially, not all "AAA" rated credits are going to price the same on a given day. We believe that this approach and level of understanding is valuable to our clients as they begin the preliminary pricing stage of their transactions.

RBCCM' 700 Person New York Sales & Trading Floor



V. Provide your firm's ranking, if any, as a financial advisor to school districts in Texas for the period beginning January 2020 to the present as compiled by the Securities Data Corporation, including (a) number of Texas school district financings represented and (b) par value of those financings.

RBCCM uses Bloomberg Professional Services to track performance. As shown below, from January 1, 2020 through February 29, 2024, RBCCM has served as financial advisor on 46 transactions for Texas school districts totaling over \$5.45 billion in par amount. ***During this time period, RBCCM is the 4th and 3rd ranked financial advisor in Texas school district issuers by number of transactions and par amount, respectively.***

Texas K-12 Financial Advisory Rankings (by No. of Issues)

Managing Underwriter	Par Amount (US\$ mil)	Rank	Mkt. Share	No. of Issues
SAMCO Capital Markets Inc	6,203.7	1	14.5	94
Hilltop Securities Inc	9,761.1	2	22.8	91
Live Oak Public Finance LLC	2,451.7	3	5.7	68
RBC Capital Markets	5,452.8	4	12.8	46
BOK Financial Corp	5,382.0	5	12.6	43
Specialized Public Finance Inc	2,123.8	6	5.0	38
USCA Municipal Advisors LLC	908.9	7	2.1	28
Estrada Hinojosa & Co Inc	2,397.4	8	5.6	22
Post Oak Municipal Advisors LLC	4,388.4	9	10.3	19
Cullen/Frost Bankers Inc	1,285.8	10	3.0	19
Industry Total	\$42,824.4	-	100.0	497

Source: Bloomberg (January 1, 2022 - February 29, 2024)

Texas K-12 Financial Advisory Rankings (by Par Amount)

Managing Underwriter	Par Amount (US\$ mil)	Rank	Mkt. Share	No. of Issues
Hilltop Securities Inc	\$9,761.1	1	22.8	91
SAMCO Capital Markets Inc	6,203.7	2	14.5	94
RBC Capital Markets	5,452.8	3	12.8	46
BOK Financial Corp	5,382.0	4	12.6	43
Post Oak Municipal Advisors LLC	4,388.4	5	10.3	19
Live Oak Public Finance LLC	2,451.7	6	5.7	68
Estrada Hinojosa & Co Inc	2,397.4	7	5.6	22
Specialized Public Finance Inc	2,123.8	8	5.0	38
Cullen/Frost Bankers Inc	1,285.8	9	3.0	19
PFM Financial Advisors LLC	981.6	10	2.3	9
Industry Total	\$42,824.4	-	100.0	497

Source: Bloomberg (January 1, 2022 - February 29, 2024)

W. How does your firm support school district bond issues in the secondary market?

RBCCM employs five municipal bond traders whose primary function is to trade bonds in the secondary market, of which, two are located in Texas. RBCCM's believes that the secondary market helps provide liquidity in the municipal market. For example, an insurance company may need to sell bonds in the secondary market to provide cash in the event of a natural disaster. RBCCM's secondary traders may purchase these bonds providing liquidity for the investor, thus fostering a beneficial relationship. Due to the strong relationships we maintain with investors, they may be willing to accept tighter spreads on the primary market deals, knowing that we can provide liquidity for their bonds in the secondary market.

Additionally, our underwriters are continually monitoring secondary market trades as an indicator of pricing spreads for the primary market. As financial advisor, we monitor the orders on primary market transactions so that the bonds are not allocated to "flippers" who unload the bonds in the secondary market at a premium.

Appendix A

RBCCM Insurance Coverage



Capital
Markets



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED RBC Capital Markets, LLC dba RBC Wealth Management Attn: Maggie Reynaga 250 Nicollet Mall Minneapolis, MN 55401-1931	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: N/A		N/A
	INSURER C: Continental Casualty Company		20443
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER: LOS-002744608-01	REVISION NUMBER: 2
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLO484625702	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 7,500,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		596470642	06/01/2023	06/01/2024	Limit: 5,000,000 SIR: 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER South San Antonio Independent School District 1450 Gillette Blvd San Antonio, TX 78224	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh Risk & Insurance Services</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY: Marsh Risk & Insurance Services		NAMED INSURED: RBC Capital Markets, LLC dba RBC Wealth Management Attn: Maggie Reynaga 250 Nicollet Mall Minneapolis, MN 55401-1931
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

This certificate supersedes previously issued certificate of insurance.

Appendix B

Reference Sheets



Capital
Markets



South San Antonio Independent School District

1450 Gillette Blvd. | San Antonio, TX 78224 | (210) 977-7075 | Fax (210) 921-2186

Reference Sheet

COMPANY NAME: RBC Capital Markets
REPRESENTATIVE NAME: Robert Traylor

REFERENCE NAME: David Edgar
AGENCY/COMPANY: Deer Park ISD
ADDRESS: 2800 Texas Ave. Deer Park, TX 77389
TITLE: Asst. Supt. for Business Services
PHONE: 832-668-7035
EMAIL: dedgar@dpisd.org

1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company? Yes

2. When did this work take place? Currently our Financial Advisor

3. What was the quality of the vendor's services and goods to your District/Company?
Excellent

4. Did the service and goods meet your expectations? Exceeds expectations

5. Was the work completed in a timely manner? Always completed timely

6. Would you recommend the vendor for future work within your District/company? Why or why not? Yes. RBC Capital Markets are the best Financial Advisors I have worked with.

7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed? 10 out of 10



South San Antonio Independent School District

1450 Gillette Blvd. | San Antonio, TX 78224 | (210) 977-7075 | Fax (210) 921-2186

Reference Sheet

COMPANY NAME: RBC Capital Markets

REPRESENTATIVE NAME: R. Dustin Traylor

REFERENCE NAME: Chris Scott

AGENCY/COMPANY: Eanes ISD

ADDRESS: 601 Camp Craft Rd, Austin, TX 78746

TITLE: CFO

PHONE: 512-732-9031

EMAIL: ccsott@eanesisd.net

1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?

RBC has served as the financial advisor for Eanes ISD for at least the last 10 years.

2. When did this work take place?

Ongoing. I have been in the CFO role since 2016 and have worked closely with Dusty Traylor during that time in all matters related to our bond programs.

3. What was the quality of the vendor's services and goods to your District/Company?

RBC has provided excellent service. They are always available and get back to me right away when I reach out to them.

4. Did the service and goods meet your expectations?

RBC has continuously exceeded my expectations.

5. Was the work completed in a timely manner?

In almost every case that I ask RBC for information, data, or an analysis, Mr. Traylor or Rafael Martinez will get back to me the same day. They understand our needs and the unique aspects of our district and help guide us to solid decisions.

6. Would you recommend the vendor for future work within your District/company? Why or why not?

I will absolutely continue to work with the team at RBC. Mr. Traylor has worked hard to provide a valuable service to the district. He is easy to work with and I trust his judgement. The CFO



South San Antonio Independent School District

1450 Gillette Blvd. | San Antonio, TX 78224 | (210) 977-7075 | Fax (210) 921-2186

who preceded me ended up hiring him to be the FA at his new district. I would probably do the same if I were to change districts.

7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed?

RBC has provided excellent service to Eanes ISD and I anticipate that they will continue to for some time.



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

REFERENCE SHEET

COMPANY NAME: RBC Capital Markets

REPRESENTATIVE NAME: Richard Acosta

.....
REFERENCE NAME: Ricardo Hernandez

AGENCY/COMPANY: Harlandale ISD

ADDRESS: 102 Genevieve, San Antonio Tx 78214

TITLE: Assistant Superintendent for Finance

PHONE: 210-989-4336

EMAIL: ricardo.hernandez@myhisd.net

- 1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?**

RBC has been the District's financial advisor since November 2008.

- 2. When did this work take place?**

Advisory services since November, 2008

- 3. What was the quality of the vendor's services and goods to your District/Company?**

High quality services. Thorough and accurate. Ability to provide various alternative solutions and ideas on the bond issuances to meet the District needs.

- 4. Did the service and goods meet your expectations?**

Services exceeded the District's expectations and continue to do so.

5. Was the work completed in a timely manner?

Yes, the work was always completed in a timely manner while accommodating the District's schedule. They worked closely with Staff to assist us in meeting our time schedules.

6. Would you recommend the vendor for future work within your District/company? Why or why not?

Yes we would and are meeting with them to plan the next issuance. The district currently has \$85 million left in authorized issuance and will be utilizing RBC services.

7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed?

The District's rating is excellent on all three areas mentioned. This is evident from the meetings we are currently having with them to plan our next issuance.



South San Antonio Independent School District

1450 Gillette Blvd. | San Antonio, TX 78224 | (210) 977-7075 | Fax (210) 921-2186

Reference Sheet

COMPANY NAME: RBC Capital Markets

REPRESENTATIVE NAME: Matt Boles & Julie MacMillan

REFERENCE NAME: Scott Drillette

AGENCY/COMPANY: Highland Park ISD, Dallas, TX

ADDRESS: 6915 Westchester Dr, Dallas, TX 75205

TITLE: Asst Supt for Business Services

PHONE: 214-780-3017

EMAIL: drilles@hpsid.org

1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company? Yes, Highland Park ISD has been working with RBC since at least the late 1990's, not sure how long before that.

2. When did this work take place? 1999, 2008, 2015 bonds and now for our upcoming 2024 bond

3. What was the quality of the vendor's services and goods to your District/Company? I've been working with Matt & Julie since I started here about 2 ½ years ago. Both Matt and Julie are top-notch! They are knowledgeable and have tons of experience in the industry, but they take whatever time is necessary to make sure that district stakeholders, including myself, understand what they are presenting. Both are very humble and kind. I really enjoy working with them both and I believe strongly that they have our best interest at heart.

4. Did the service and goods meet your expectations? Since I've been with the district, everything that RBC has done for me and HPISD has exceeded my expectations.

5. Was the work completed in a timely manner? All work is completed timely, and both Matt & Julie are quick to follow-up to ensure that any work is completed to our satisfaction.



South San Antonio Independent School District

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6. Would you recommend the vendor for future work within your District/company? Why or why not? I would absolutely recommend RBC for future work with HPISD and we are not entertaining any other financial advisors for our upcoming bond election.

7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed? I rate RBC, and specifically Matt & Julie, as high as they can be rated. I honestly have zero complaints and zero suggestions for how they could improve the quality of their work and their customer service. Any organization will benefit if they have the opportunity to work with RBC.



South San Antonio Independent School District

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Reference Sheet

COMPANY NAME: RBC Capital Markets

REPRESENTATIVE NAME: Richard Acosta

REFERENCE NAME: Carmen Arrieta-Candelaria

AGENCY/COMPANY: Fort Worth ISD

ADDRESS: 7060 Camp Bowie Blvd; Fort Worth, TX 761165

TITLE: Chief Financial Officer

PHONE: 817-814-2100

EMAIL: carmen.arrietaacandel@fwisd.org

1. Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?

RBC Capital Markets has served as Co-Financial Advisor since December 2021 for the District

2. When did this work take place?

RBC participated in the last three bond transactions; the most recent one being in February 2024.

3. What was the quality of the vendor's services and goods to your District/Company?

RBC has provided excellent financial advisory services.

4. Did the service and goods meet your expectations?

Yes

5. Was the work completed in a timely manner?

Yes

6. Would you recommend the vendor for future work within your District/company? Why or why not?

As RBC is in good standing with our District, they would be welcome to participate in future work and opportunities as they arise at the District.



South San Antonio Independent School District

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7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed?

On a scale of 1 to 5, RBC would rate a 5 for their performance.



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

REFERENCE SHEET

COMPANY NAME:

REPRESENTATIVE NAME:

.....
REFERENCE NAME:

AGENCY/COMPANY:

ADDRESS:

TITLE:

PHONE:

EMAIL:

1. **Has this company provided this type of service to your District/Company? If not, what work did this vendor do for your District/Company?**

2. **When did this work take place?**

3. **What was the quality of the vendor's services and goods to your District/Company?**

4. **Did the service and goods meet your expectations?**

- 5. Was the work completed in a timely manner?**
- 6. Would you recommend the vendor for future work within your District/company? Why or why not?**
- 7. What is your overall rating of Contractor's performance (requirements, schedule, and price) on contract being assessed?**

Appendix C

Sample Municipal Advisory Agreement



Capital
Markets

MUNICIPAL ADVISOR AGREEMENT

MARCH __, 2024

South San Antonio Independent School District
1450 Gillette Blvd
San Antonio, TX 78224

Re: Municipal Advisory Agreement

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** RBC Capital Markets, LLC (“RBC CM”) appreciates the opportunity to serve as municipal advisor to South San Antonio Independent School District (the “Client” or “you”) in association with the issuance of obligations in the form of municipal securities or loan(s) (the “Obligations”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (the “Effective Date”).
2. **Scope of Services for Municipal Securities.** RBC CM is engaged by the Client as its municipal advisor to provide the services set forth below (the “Scope of Services”) regarding the Obligations:
 - (a) Analyze the financing and structuring alternatives available to the Client if and as requested by the Client, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
 - (b) Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Client, that may include: (1) the type of Obligations (e.g. current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (e.g., fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) method of sale (e.g., public sale, direct purchase by a bank or other investor, etc.); (10) as applicable, the investment of proceeds of the Obligations via state and local government obligations (SLGS), competitively bid open market securities or guaranteed investment contracts; and (10) other matters that we consider appropriate to best serve the Client’s interests.
 - (c) Advise you of current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.
 - (d) Organize and coordinate the financing team selected by you. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. In a negotiated offering, we will assist in the preparation of soliciting underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).

- (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel, disclosure counsel or underwriter's counsel (as applicable) will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.
- (f) As applicable, assist in the Client's preparation of the preliminary official statement and the official statement or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Client seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (h) Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the Client seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (i) Propose various actions and strategies related to the pricing of a new issue of municipal securities, including analyzing the structure, timing, terms and other similar matters of a municipal securities transaction, while taking into account any unique features of the Obligations and any special instructions from the Client.
- (j) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (k) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.
- (l) After closing, deliver to the Client and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- (m) You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:
 - i. Unless otherwise provided in the Scope of Services described herein, RBC CM is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about RBC CM provided by RBC CM for inclusion in such documents.
 - ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

- iii. The Scope of Services does not include providing advice or services with respect to investment advisory services, brokerage services or derivative products.
- iv. If the Client designates RBC CM as its independent registered municipal advisor (“IRMA”) pursuant to the Municipal Advisor Rule (the “MA Rule”) of the Securities and Exchange Commission (the “SEC”) with respect to the activities and aspects described in the Scope of Services, the Client agrees to disclose to RBC CM the existence of any such IRMA designations. Any reference to RBC CM, its personnel and its role as IRMA in the written representation of the Client contemplated under the MA Rule is subject to prior approval by RBC CM. RBC CM is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.

3. Scope of Services for Loans with Bank or Governmental Agency/Authority.

- (a) As requested, analyze the risks and benefits of a loan with a bank or governmental agency/authority versus the issuance of municipal securities via the public debt markets.
- (b) Recommend a plan for the structure of the loan, including: (1) the debt repayment structure (e.g., current interest, capital appreciation, etc.). and maturity dates; (2) loan amount; (3) interest structure (e.g., fixed or variable rate, etc.); (4), payment dates and early redemption dates, if applicable; (5) security provisions; (6) as applicable, the investment of loan proceeds via state and local government obligations (SLGs), competitively bid open market securities or guaranteed investment contracts; and (7) other matters that we consider appropriate to best serve the Client’s needs.
- (c) Recommend: (1) lenders who are or may be active in the market for tax exempt municipal loans; (2) participate in the drafting for your review and approval appropriate request for bids or qualification for lenders to submit bids to provide a loan; and (3) facilitate the distribution of requests for bids or qualifications.
- (d) Analyze and negotiate the term sheets obtained and advise you and recommend the terms that meet your financial objectives.

4. Amendment to Scope of Services.

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

5. RBC CM’s Regulatory Duties When Servicing the Client under MSRB Rule G-42.

RBC CM must make a reasonable inquiry as to the facts that are relevant to the Client’s determination whether to proceed with a course of action, or that form the basis for any advice provided by RBC CM to the Client. Municipal Securities Rulemaking Board (“MSRB”) Rule G-42 also requires that RBC CM undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. RBC CM is also required to use reasonable diligence to know the essential facts concerning the Client and the authority of each person acting on the Client’s behalf. If the review of a recommendation of another party is requested by the Client and is within the Scope of Services of this Agreement, RBC CM must determine based on information obtained through reasonable diligence whether the proposed securities transaction or financial product is or is not suitable for the Client. To the extent our services involve advising you with respect to a bank loan or a loan with a governmental agency or authority, certain rules and regulations of the SEC and MSRB may not apply to the activities of RBC CM.

The Client agrees to assist RBC CM in carrying out these regulatory duties, including providing to RBC CM accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees to notify RBC CM if the Client requests that RBC CM review any recommendation of a third party.

This agreement shall be for an indefinite period (the “Term”) from its date; however, this agreement may be terminated by either party upon 30 days written notice. If neither party provides written termination prior to the end of the Term, this Agreement will automatically renew for another Term. You agree and understand that this agreement is a contract for service and waive any claims you may have that you are immune from suit by virtue of any law statute, or claim for any matter arising from or relating to this agreement. Paragraphs insofar as concern indemnity reimbursable expenses and waiver of sovereign immunity shall survive any termination of this Agreement.

6. Term of this Engagement.

This Agreement shall be for an indefinite period (the “Term”) from its date; however, this agreement may be terminated by either party upon 30 days written notice. If neither party provides written termination prior to the end of the Term, this Agreement will automatically renew for another Term. You agree and understand that this agreement is a contract for service and waive any claims you may have that you are immune from suit by virtue of any law statute, or claim for any matter arising from or relating to this agreement. Paragraphs insofar as they concern indemnity reimbursable expenses and waiver of sovereign immunity shall survive any termination of this Agreement.

7. Compensation.

The fees due to RBC CM hereunder shall be as set forth in Appendix A hereto. In addition, RBC CM shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix A.

8. Limitation of Liability.

- (a) In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of RBC CM or any of its associated persons, RBC CM and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of any Obligations, or investments of bond proceeds, or for any financial or other damages resulting from the Client’s election to act or not to act, as the case may be, contrary to any advice or recommendation provided by RBC CM to the Client. No recourse shall be had against RBC CM for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any issue or otherwise relating to the tax treatment of any issue, or in connection with any opinion or certificate rendered by counsel or any other party.
- (b) Official Statement and Waiver of Sovereign Immunity. Client acknowledges that it is responsible for the contents of the preliminary official statement, official statement or any other document related to the issuance of the Obligations as contemplated herein (“Offering Documents”). Client will take all reasonable steps to ensure that its governing body has reviewed and approved the contents of the Offering Documents. In addition, Client agrees and understands that this Agreement is a contract for services and to the extent permitted under the applicable state law, waives any claims or defenses you may have that you are immune from suit for any matter arising from or relating to this Agreement.

9. Required Disclosures.

MSRB Rules G-10 and G-42 require that RBC CM provide you with disclosures of pertinent regulatory information, potential and actual conflicts of interest, and information regarding certain legal events and disciplinary history. Such disclosures are provided in RBC CM's Disclosure Statement delivered to the Client together with this Agreement.

10. Know Your Client, Anti-Money Laundering, and Terrorist Financing Rules and Regulations.

The Client agrees to provide information to satisfy "Know Your Client," "Anti-Money Laundering" and "Terrorist Financing" rules and regulations, in each case, in accordance with RBC CM's requirements.

11. Waiver of Jury Trial.

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

12. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

13. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the Client and RBC CM, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

14. Entire Agreement.

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

15. Severability.

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

16. No Third Party Beneficiary.

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. Authority.

The undersigned representative of the Client represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of the Client. The following individuals have the authority to direct RBC CM's performance of its activities under this Agreement on behalf of the Client:

Name, Title

Name, Title

18. Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

RBC CAPITAL MARKETS, LLC

By _____

Name _____

Title Director

Date _____

ACCEPTANCE

ACCEPTED this [_____] day of [_____] , 20__

By _____

Name _____

Title _____

Attest:

By _____

Name _____

Title _____

Appendix D

Required Forms



Capital
Markets



South San Antonio Independent School District

1450 Gillette Blvd. | San Antonio, TX 78224 | (210) 977-7075 | Fax (210) 921-2186
Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

The South San Antonio Independent School District (“SSAISD” and/or the “District”) is soliciting qualifications for **FINANCIAL ADVISOR SERVICES** as more fully set out in this Request for Qualifications (“RFQ”). The district will award this RFQ to one or more firms based upon the evaluation of all proposals received. Selection for the panel does not guarantee that a firm will receive work from the district.

Bid Solicitation Timeline	
Bid Published	Wednesday, February 14, 2024
Vendor Questions Due (Must be posted Ionwave)	Wednesday, February 28, 2024 2:00 pm
Addendum Due	Friday, March 1, 2024 5:00 pm
Bid Opening	Tuesday, March 5, 2024 3:30 pm 1450 Gillette Blvd San Antonio, TX 78224

SECTION I

PROPOSAL RESPONSE REQUIREMENTS

NOTE: Responses shall contain the following information and shall be submitted in the order shown below. Please address each section in your statement of qualifications and divide each section, of your response, with identifying tabs.

Show the RFQ subject, the name of the proposer’s firm, address, telephone number, name of contact person, and date. Please include the table below on the Title Page.

Vendor Name: __RBC Capital Markets__



South San Antonio Independent School District

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Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

Table of Contents- Clearly identify the materials by sections and page numbers

- A) A cover letter including the name, address, telephone number, contact person, and title of the firm representative authorized to respond on the firm's behalf.
- B) A brief history of the firm including the year founded and the number of years the firm has been providing financial advisory services to Texas issuers.
- C) Provide your annual Audit reports for fiscal years 2020, 2021, and 2022 and the most recent interim financial report. These reports should be included as an attachment or appendix item.
- D) Provide your 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 as of fiscal years ending 2019 through 2023 and for the most recent available quarter in 2022.
- E) Provide your Dunn & Bradstreet Number.
- F) Provide proof that your firm currently has in force an insurance policy covering (a) errors and omissions liability, and (b) comprehensive general liability, and indicate the amount of such coverage.
- G) Provide the location of firm's public finance offices in Texas and the number of public finance professionals in each office, including (a) financial advisor's/investment bankers, (b) underwriters/traders, (c) institutional/retail sales representatives, and (d) quantitative/analytical specialists. Do not include secretarial/clerical support personnel. In the same manner, provide the locations of public finance offices throughout the United States and the total number of professionals employed by your firm.
- H) Experience with school districts in the last 10 years.
- I) Recent work experience with SSAISD.

Vendor Name: RBC Capital Markets



South San Antonio Independent School District

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Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

- J) Firm's ability and capacity to perform the work. List the firm's current workload and the firm's availability to commence services immediately after being selected by the District.
- K) The identity, education, experience, capabilities, and accomplishments of the key team members who would be assigned to SSAISD. Include brief resumes of these personnel.
- L) A list of five (5) clients that are most comparable to South San Antonio Independent School District in size and complexity, denoting whether they are active or inactive clients at the time of Proposal and current clients assigned to attorney/s to be assigned to SSAISD. Please include a general description of types of services performed, types and size of issues involved, and the number of years served for each.
- M) A minimum of 5 references comparable to South San Antonio ISD. References should include the district name and contact information for an individual with direct knowledge of similar work done with Texas School Districts.
- N) Statement of firm's unique qualifications.
- O) Other advantages offered by your firm that would benefit SSAISD.
- P) Proof of professional licenses required by Federal, and State authorities for performing various components of the services to be provided.
- Q) A sample engagement letter and/or contract.
- R) Complete and sign all forms included in the RFQ. Failure to complete all forms may result in disqualification.
- S) Discuss your firm's experience in obtaining credit support and bond insurance.
- T) Discuss your firm's experience with rating agencies and your firm's familiarity with the credit rating process.

Discuss your firm's experience with refinancing and other negotiated underwriting, including underwriter selection and issue pricing.
- U) Provide your firm's ranking, if any, as a financial advisor to school districts in Texas for

Vendor Name: RBC Capital Markets



South San Antonio Independent School District

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Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

the period beginning January, 2022 to the present as compiled by the Securities Data Corporation, including (a) number of Texas school district financings represented and (b) par value of those financings.

- V) How does your firm support school district bond issues in the secondary market?

SECTION II

SCOPE OF SERVICES

- 2.1 The scope shall include any and all Financial Advisory services that the District may require currently or in the future. The submitting firms must be qualified to provide the required services and submit documentation as evidence of the qualification. The Firm selected to provide Financial Advisory services will not be eligible to serve as an underwriter for the District during the effective dates of the contract.
- 2.2 Firms responding to this RFQ may be asked to provide or assist in the provision of the following services on an ongoing basis and also for both competitive and negotiated transactions including (as applicable), but not limited to the following:
- 2.3 Attend and participate in financing team meetings.
- 2.4 Assist in managing the workflow and schedule of financing team and the underwriting team to facilitate open communication and review of ideas and ensure an efficient and effective process.
- 2.5 Review and analyze debt structures, revenue cash flows and trends, and present and proposed taxing requirements. The analysis will take into account any outstanding net revenues from any proposed increases and/or additional net revenues as projected by consultant analysis, evaluation, and pro forma cash flows. Based on such financial findings, the Financial Advisor(s) shall devise and recommend for the District's approval,

Vendor Name: RBC Capital Markets



South San Antonio Independent School District

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Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

a plan of financing under terms and conditions most advantageous to the District, consistent with a minimum effective interest rate.

- 2.6 Evaluation and selection of underwriters/investment bankers, credit facility providers, trustees, verification agents, and other professional services providers, including preparation of requests for proposals, review and evaluation of those proposals and interviewing of respondents.
- 2.7 Assist in the preparation and review of the preliminary and final official statement or prospectus containing official data and other information of the nature and to the extent ordinarily required in bidding on obligations, all of which is to be furnished with a sufficient number of copies to permit mailing to prospective bidders, a list of which the Financial Advisor(s) and/or underwriters will provide.
- 2.8 Assist and make recommendations on all aspects of the financing including: method of sale, economic considerations, market conditions, maturity structures, interest rates, redemption provisions, debt service requirements, evaluation of bond pricing, evaluation of syndicate members, monitoring bond allocations, settlement and post-settlement analysis, and any other post-settlement service as may be required or requested.
- 2.9 Assist the District with the sale and delivery of bonds and/or certificates, or other debt instruments.
- 2.10 Assist the District in securing competitive bids for credit enhancement, paying agent/registrar banks, trustee banks, escrow agents, financial printers, and other services received from other parties associated with financial transactions.
- 2.11 Arrange for the printing of the offering documents related to the sale of the bonds, certificates, or other debt instruments.
- 2.12 Consult with District staff on the matter of bond ratings for the proposed issue and when instructed, direct the preparation of such information as is required for submission to the bond rating agencies. In the event it is considered advisable for a personal presentation of information to the bond rating agencies, the Financial

Vendor Name: RBC Capital Markets



South San Antonio Independent School District

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Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

Advisor(s) will accompany those representing the District before such bond rating agencies.

- 2.13 Assist the District in the compilation and preparation of information, as needed, for submission to the municipal bond insurance companies for consideration to qualify the proposed issue for municipal bond insurance.
- 2.14 Monitor and evaluate refunding opportunities with respect to outstanding District obligations.
- 2.15 Assist with the submission of State and Local Government Series securities subscriptions and/or evaluate bids for open market securities on refunding issues.
- 2.16 Provide a transaction summary, outlining pricing performance, orders and allocations, market dynamics, and other relevant issuance data.
- 2.17 Create a transaction term sheet containing relevant transaction specifics such as priority of orders, liabilities, takedown levels, transaction structures and designation rules.
- 2.18 Assist the District in planning and coordination of other miscellaneous activities in connection with the issuance of debt as necessary.
- 2.19 The District retains experienced bond advisory law firm(s) ("Bond Counsel") to prepare the proceedings and provide counsel with respect to all actions related, but not limited to the legal issuance and final delivery of the Districts obligations, issuance of an opinion approving the legality of the Districts obligations, and preparation of legal proceedings for a bond election if required. The Financial Advisor(s) shall collaborate with Bond Counsel and shall assist in all the financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.
- 2.20 If a bond election is required, the Financial Advisor(s) will assemble and transmit to Bond Counsel such data as may be required in the preparation of the necessary petitions, orders, resolutions, notices and certificates; and will assist the District in the expeditious handling

Vendor Name: RBC Capital Markets



South San Antonio Independent School District

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Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

thereof.

- 2.21 The Financial Advisor(s) shall advise, inform, and assist the District with performing due diligence investigations with respect to financial underwriting firms that the District may contemplate utilizing in a financing transaction. Such due diligence shall include matters pertaining to the knowledge of, or investigation into a firm's alleged or convicted financial misconduct, securities violations, Justice Department investigation(s), or other financial diffidence.
- 2.22 Advise and assist the District in complying with and preparing continuing disclosure of financial information and operating data pursuant to Securities and Exchange Commission Rule 15c2-12.
- 2.23 Monitor and advise the District concerning Texas Education Agency requirements and provide assistance to the District with compliance efforts.
- 2.24 Assist the District in the application for any bond opportunities that may become available through state or federal entities.
- 2.25 The successful contractor must provide all personnel necessary to perform the contracted services. All personnel should be direct employees of the contractor unless sub-contracting has been approved in writing by the District.
- 2.26 Assist the District with other financial advising and analysis as needed.

Vendor Name: RBC Capital Markets



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RFQ 2023-18 Financial Advisor Services

2.7 EVALUATION PROCEDURES

The District's Selection Committee will, using the Evaluation Factors and weightings described in Section 2.8 below, conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may, at the discretion of the Selection Committee, be eliminated from further evaluation. After completing its deliberations, the Selection Committee shall present its rankings and recommendations to the Superintendent, who shall in turn, use the Committee's evaluation as the basis for a recommendation to the Board of Trustees for final selection.

In considering the Superintendent's recommendation, the Board shall also consider the recommendation of the Selection Committee. However, in making the final selections but may also conduct its own interviews with proposers and may conduct its own evaluation of the proposals, and using the Evaluation Factors and weightings described in Section 2.8 below, conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ.

Vendor Name: __RBC Capital Markets__



South San Antonio Independent School District

1450 Gillette Blvd. | San Antonio, TX 78224 | (210) 977-7075 | Fax (210) 921-2186
Office of Procurement Services

RFQ 2023-18 Financial Advisor Services

2.8 EVALUATION FACTORS

The District, in accordance with its Evaluation Procedures will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFQ. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the District be eliminated from further evaluation.

Criteria	Description	Weighted Value
1	Demonstrated abilities and firm experience acting as Financial Advisor for Texas School Districts	25%
2	References	10%
3	Experience and Qualifications of key personnel assigned to SSAISD	25%
4	Availability and accountability of the proposer's firm/team	20%
5	Financial stability	5%
6	Past experience with SSAISD	5%
7	HUB Status	5%
8	Proof of professional licenses required to complete contemplated services	5%
Total		100%

Vendor Name: __RBC Capital Markets__



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RFQ 2023-18 Financial Advisor Services

(This form is required to be submitted with proposal)

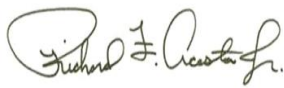
Proposal of: RBC Capital Markets

(Proposer Firm Name)

Proposer will provide the product/services to the South San Antonio Independent School District ("SSAISD") and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. SSAISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. The prices quoted shall be SSAISD's pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that SSAISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement. Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFQ response. SSAISD's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to SSAISD. Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFQ unless exceptions are identified in Proposal.

Prompt Payment Discount %____days / net 30 days. (no prompt payment discount)

Company Name: RBC Capital Markets

By: 
Corporate Officer's Signature

Printed Name: Richard Acosta

Title: Director Date: 3/4/2024

Vendor Name: RBC Capital Markets



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

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**CONTRACT/ AGREEMENT
GENERAL TERMS AND CONDITIONS**

The following Terms and Conditions are incorporated into this RFP/RFQ and incorporated into any formal written agreement between SSAISD and the successful Proposer(s).

CONTRACT TITLE:

VENDOR:

AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS

The Request for Proposals/ Request for Qualifications, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form (s), which may include, but are not limited to a written contract, agreement letter or Purchase Order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement").

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.

To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or Purchase Order as applicable), and (ii) RFP as provided by the District, to include all Addenda, and (iii) any Proposal provisions agreed to by the District. In the event that a project is awarded to a Supplier and the Supplier requests changes to the Agreement, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.

At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, Terms and Conditions are to remain in force during the transitional period. Renewal, if applicable, of the contract resulting from this RFP/RFQ will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of South San Antonio Independent School District, or its designee, reserve the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

Purchases made as a result of this RFP require the issuance of an official SSAISD Purchase Order from the District's Purchasing Department. All services provided without a Purchase Order may be considered a donation to the District.



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT PROCUREMENT DEPARTMENT

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

SSAISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a Purchase Order shall be communicated to the awarded supplier by the issuance of a Purchase Order change. Only an SSAISD Purchasing staff member may make a change to the Purchase Order by issuing and sending an updated Purchase Order to the awarded supplier.

Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable SSAISD procedures and policies. Unless indicated otherwise in the Agreement, only the Director of Purchasing is authorized to make changes to the Agreement. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at their own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at their own risk or peril and risks termination of the Agreement for cause.

1. **QUANTITY:** There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by SSAISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.
2. **NON-ASSIGNMENT:** The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.
3. **USE OF DISTRICT NAME OR LOGO(S):** Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Director of Purchasing.
4. **AUTHORIZATION/PERMITS:** The Supplier must have and maintain during the term of the Agreement current licenses, permits, fees and similar authorizations required by the City of San Antonio, Bexar Country, and the State of Texas, where applicable, to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Supplier must provide copies of all such licenses, permits and fees as being paid for type of business they are seeking to provide to the District.
5. **SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS:** Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT PROCUREMENT DEPARTMENT

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

6. **CONFLICT OF INTEREST DISCLOSURE:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with South San Antonio ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
7. **CERTIFICATE OF INTERESTED PARTIES:** Effective January 1, 2016 all contracts executed by the South San Antonio ISD Board of Trustees', regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>
8. **SSAISD REQUIRED DOCUMENTS:** All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Forms within this document.



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT PROCUREMENT DEPARTMENT

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

- 9. SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION:** The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Safety Data Sheet (SDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Safety Data Sheet (SDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

SSAISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION:

The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT PROCUREMENT DEPARTMENT

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

11. TEXAS PUBLIC INFORMATION ACT (TPIA):

Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. Proposers must clearly and conspicuously mark any pages of their RFP response when they feel are not subject to the TPIA as “PROPRIETARY AND CONFIDENTIAL.” In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas

Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure. Supplier further acknowledges that pages of their RFP response not clearly marked as “PROPRIETARY AND CONFIDENTIAL” may be released as part of a TPIA request without notice to Supplier.

12. WORK MADE FOR HIRE:

All work resulting from this project shall be deemed “Work Made For Hire” as defined by the United States Copyright Law, and SSAISD retains sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier’s personnel in the course of performing the work.

13. STUDENT CONFIDENTIALITY: Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

14. INSURANCE: Unless otherwise agreed to by SSAISD, the Supplier shall carry insurance with responsible carriers acceptable to SSAISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to SSAISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extensions thereto.



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

**CONTRACT/ AGREEMENT
GENERAL TERMS AND CONDITIONS**

The insurance, **at a minimum**, must include the following coverage and limits of liability:

Coverage	Limit of Liability
Worker's Compensation and Employer's Liability Employer's Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any proposal seeking to provide non-subscriber alternative to statutory Workers' Compensation must be reviewed and approved by the District	Statutory for Worker's Compensation Bodily injury by accident \$1,000,000 (each accident)
Commercial General Liability	Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and
Professional Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability Insurance (Including employer's non- ownership and hire auto coverage)	\$1,000,000 combined single limit per occurrence

- A.) **FORMS OF POLICIES:** The insurance may be in one or more policies of insurance, the form of which must be approved by the District.
- B.) **INSURED PARTIES:** Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the District (and it's elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals during the term of the Contract.
- C.) **DEDUCTIBLES:** A policy may contain deductible amounts only if the District approves the amount and scope of the deductible. Proposer shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the District, its officers, agents, or employees.
- D.) **CANCELLATION:** Each policy must expressly state that it may not be cancelled, materially changed, or non-renewed unless thirty (30) days advanced notice of cancellation is given in writing to the District by the insurance company.
Proposer shall give written notice to the District within five (5) days of the date upon which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Contract.



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT PROCUREMENT DEPARTMENT

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

- E.) **SUBROGATION**: Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its elected and appointed officials, officers, agents or employees.
- F.) **ENDORSEMENT OF PRIMARY INSURANCE**: Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.
- G.) **DELIVERY OF POLICIES**: All of the insurance required to be carried by Proposer hereunder shall be by policies that give thirty (30) days written notice to the District before they may be cancelled or materially changed. Within such thirty (30) day period, Proposer covenants that it will provide either suitable policy in lieu of those about to be cancelled or materially changed, so as to maintain in effect the coverage required. Failure or refusal of Proposer to obtain and keep in force the above required insurance coverage shall authorize the District, at its opinion, to terminate the Contract at once.
15. **TAXES**: SSAISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.
16. **INVOICES/PAYMENT**: SSAISD standard payment terms are net 30 days after receipt of goods/services AND invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: South San Antonio Independent School District, Accounts Payable Department, 1450 Gillette Blvd., San Antonio, Texas 78224, unless otherwise specified.
- Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate SSAISD Purchase Order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the Purchase Order. Invoices submitted without the correct Purchase Order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.
- Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District. In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. **The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.**
17. **BONDING**: At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts for capital projects (\$100,000 for Performance Bond, and \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The Director of Purchasing will advise potential Proposers if a particular project requires bonding.



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

**CONTRACT/ AGREEMENT
GENERAL TERMS AND CONDITIONS**

- 18. GOVERNING LAW:** Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Bexar, State of Texas, shall be an appropriate place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.
- 19. RELATIONSHIP OF THE PARTIES:** It is understood and agreed that the Supplier is a separate legal entity from SSAISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of SSAISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
- 20. NO WAIVER OF IMMUNITY:** The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of SSAISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 21. INDEMNIFICATION:** THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND SSAISD AND EACH OF IT'S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY SSAISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

**CONTRACT/ AGREEMENT
GENERAL TERMS AND CONDITIONS**

- 22. NOTICE:** Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier's Contact Name and Address as listed in Form A***
To: South San Antonio Independent School District
Attn: Director or Procurement
1450 Gillette Blvd.
San Antonio, Texas 78224

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

- 23. THIRD PARTIES:** Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against SSAISD or the Supplier(s). Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either SSAISD or the Supplier.
- 24. TERMINATION:** The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause. SSAISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective. In the event of termination prior to completion of the Project, compensation shall be prorated on the basis of work actually performed, and the Supplier shall only be entitled to receive just and equitable compensation for any satisfactory work completed up to the date of termination, unless otherwise mutually agreed upon by District and Supplier.
- 25. DEFECTIVE/NON-CONFORMING WORK:** If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, SSAISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of SSAISD's order to stop further work, as set forth above, SSAISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT PROCUREMENT DEPARTMENT

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

CONTRACT/ AGREEMENT GENERAL TERMS AND CONDITIONS

- 26. DEFAULT CONDITIONS:** If the Supplier: (i) breaches any provision of the Agreement; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, “event(s) of default”), SSAISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier. SSAISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier’s prior performance, satisfactory to SSAISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by SSAISD as a result of Supplier default). In the event of default, SSAISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to SSAISD for all costs exceeding the Agreement price that SSAISD incurs in completing or procuring the services and goods as provided for in the Agreement. SSAISD’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.
- 26. WARRANTIES:** SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT’S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT’S DIRECTOR OF PURCHASING.
- 27. USE BY OTHER GOVERNMENT ENTITIES:**
The Texas Education Code 44.031 (a)(4) allows for government entities:
i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement.
- In the event SSAISD allows another governmental entity to join the Agreement, it is expressly understood that SSAISD shall in no way be liable for the obligations of the joining governmental entity.
- 28. UNENFORCEABLE SECTIONS:** If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.
- 29. SUBCONTRACTING:** The Supplier shall not subcontract services provided in this RFP without prior written approval by SSAISD.



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

**CONTRACT/ AGREEMENT
GENERAL TERMS AND CONDITIONS**

- 30. WORK STOPAGE:** In no event shall SSAISD be liable or responsible to the Supplier or any other person for or on account of, any stoppage or delay in work.
- 31. HAZARDOUS MATERIALS:** In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.
- 32. BUSINESS ETHICS:** During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of SSAISD, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify SSAISD of the possible violation. SSAISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to SSAISD's personnel or its authorized agents and representatives.
- 33. BUSINESS CERTIFICATES/SSAISD TAXES:** All individuals or entries entering into a contract with SSAISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership:
- A.) Corporations:** (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.
- B.) Partnerships and Joint Stock Companies, and Limited Liability Partnerships:** (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT
- Entities whether, Corporate, Partnership, or Sole Owner must be current on SSAISD Property Taxes: If commercial personal property is located within SSAISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".
- 34. ATTORNEY FEES:** In connection with SSAISD's defense of any suit against it and/or SSAISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which SSAISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, SSAISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.



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**CONTRACT/ AGREEMENT
GENERAL TERMS AND CONDITIONS**

ACKNOWLEDGEMENT CONFIRMATION PAGE:

THIS PAGE CETIFIES THAT THE FOLLOWING REPRESENTATIVE HAS REVIEWED AND
ACKNOWLEDGED TO ALL OF THE TERMS AND CONDITIONS LISTED IN ATTACHED SOUTH SAN
ANTONIO ISD TERMS AND CONDIITIONS .

Vendor Name:	
Authorized Vendor Representative:	
Address:	303 Pearl Parkway, Suite 220, San Antonio, Texas, 78215
Phone:	
Email:	
SSAISD Bid #	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

RBC Capital Markets, LLC
Dallas, TX United States

Certificate Number:
2024-1130030

Date Filed:
02/29/2024

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

South San Antonio Independent School District

Date Acknowledged:

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

RFQ 2023-18
Financial Advisor Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Manish Bhandari, Director	Jersey City, NJ United States	X	
Ahmed Kachenoura, Director	New York, NY United States	X	
Thomas Sagissor, Director	Minneapolis, MN United States	X	
Ann Marie Senne, Director	Minneapolis, MN United States	X	
Matthew Stopnik, Director	New York, NY United States	X	
Mona Thong, Director	New York, NY United States	X	
RBC USA Holdco Corporation	Wilmington, DE United States	X	

5 Check only if there is NO Interested Party.

☐

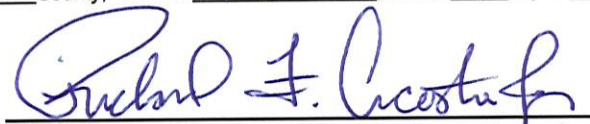
6 UNSWORN DECLARATION

My name is Richard F. Acosta Jr., and my date of birth is 09/28/71.

My address is 303 Pearl Parkway, Suite 220 San Antonio TX 78215 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 4 day of March, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

Municipal Bond Underwriting or Municipal Advisory Services in Connection with municipal Securities

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

See explanation to question 5 below

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

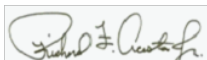
☐ Yes

☐ No

See explanation to question 5 below

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

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- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT DEPARTMENT**

1450 Gillette Blvd · San Antonio, Texas 78224 · (210) 977-7000 · Fax (210) 977-7019

**EDGAR CERTIFICATION FORM
ADDENDUM FOR AGREEMENT FUNDED
BY U.S. FEDERAL GRANT**

(ALL PAGES MUST BE COMPLETED AND TURNED IN WITH PROPOSAL)

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS [APPENDIX II TO 2 CFR PART 200](#)**

SAISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. The following certifications and provisions are required and apply when SAISD expends federal funds for any contract resulting from this procurement process.

Pursuant to [2 C.F.R. § 200.326](#), all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of [Appendix II to Part 200](#), as applicable.

A.) Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. When SAISD expends federal funds, SAISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

B.) Termination for Cause or Convenience by the Grantee or Subgrantee including the Manner by which it will be affected and the basis for settlement:

SAISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to:

(1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SAISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if SAISD believes, in its sole discretion that it is in the best interest of SAISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by SAISD as of the termination date if the contract is terminated for convenience of SAISD. Any award under this procurement process is not exclusive and SAISD reserves the right to purchase goods and services from other vendors when it is in SAISD's best interest.

C.) Termination for Non-Appropriation of Funds for Multi-Year or Multiple-Year Contracts:

Performance by SAISD under the Contract for years subsequent to the current may be dependent upon the appropriation and allotment of funds by the State of Texas Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grants awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

D.) Equal Employment Opportunity:

Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." When SAISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

E.) Davis-Bacon Act (Amended (40 U.S.C. 3141-3148):

When required by Federal program legislation, all prime construction contracts in the excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act \(40 U.S.C. 3141-3144, and 3146-3148\)](#) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F.) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions

which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by SAISD resulting from this procurement process

G.) Right to Inventions Made Under a Contract or Agreement:

If the Federal award meets the definition of "funding agreement" under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements.

H.) Debarment and Suspension (Executive Orders 12549 and 12689):

Contracts and subgrants of amounts in the excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act \(42 U.S.C. 7401-7671q\)](#) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251- 1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I.) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(1) The vendor certifies that during the term and after the awarded term of an award for all contracts by SAISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)). The undersigned further certifies that:

(2) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(4) The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

J.) § 200.323 Procurement of Recovered Materials:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K.) § 200.216 Ban on Foreign Telecommunications:

Federal grant funds may not be used to purchase equipment, services or systems that uses, “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered Telecommunications” means: purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities. Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

L.) § 200.322 Domestic Preferences for Procurements:

(1) Expands applicability of “Buy America” initiative to all agencies (2) The addition of [2 CFR 200.322](#) encourages Federal award recipients, if appropriate and to the extent permitted by law, to utilize goods, products, and materials provided in the United States (uses the term “should” vs. “must”).

M.) Record Retention Requirements for Federally Funded Contracts:

Vendor certifies that it will comply with the record retention requirements detailed in [2 CFR § 200.333](#). The Vendor further certifies that Vendor will retain all records as required by [2 CFR § 200.333](#) for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

N.) Certification of Compliance with EPA Regulations applicable to Grants, Subgrants, Cooperative Agreements, and Contracts in Excess of \$150,000 of Federal Funds:

When federal funds are expended by SAISD, and/or its cooperative members, for any contract resulting from this procurement process in excess of \$150,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

O.) Certification of Compliance with the Energy Policy and Conservation Act:

Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Contracts and subgrants of amounts in the excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

P.) Certification of Access to Records 2 C.F.R. § 200.336:

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Q.) Certification of Compliance with Texas Family Code

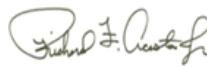
Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

	Vendor Certification Description	YES, I agree	Initial
A.	Vendor Violation or Breach of Contract Terms		
B.	Termination for Cause or Convenience		
C.	Termination for Non-Appropriation of Funds ((Multi-Year)		
D.	Equal Employment Opportunity		
E.	Davis-Bacon Act (Amended (40 U.S.C. 3141-3148):		
F.	Contract Work Hours		
G.	Right to Inventions		
H.	Debarment and Suspension		
I.	Byrd Anti-Lobbying Amendment 31 U.S.C. 1352		
J.	§ 200.323 Procurement of Recovered Materials		
K.	§ 200.216 Ban on Foreign Telecommunications		
L.	§ 200.322 Domestic Preferences for Procurements		
M	Record Retention Requirements		
N.	Certification of Compliance with EPA Regulations		
O.	Certification of Compliance with the Energy Policy and Conservation Act:		
P.	Certification of Access to Records 2 C.F.R. § 200.336:		
Q.	<u>Certification of Compliance with Texas Family Code</u>		

Vendor agrees to comply with all Federal, State, and Local Laws, Rules, Regulations, and Ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name:

Authorized Signature:



Title:

Address:

City, State, Zip Code:

SOLICITATION TITLE#:



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
HB 89

Verification of Vendor

[TX Gov't Code § 2270.001]

(Included in All Applicable District Contracts for Goods and/or Services)

This Verification of Vendor is included in all contracts entered into by the San Antonio Independent School District, and its campuses and departments, for goods and/or services, as required by Chapter 2270 of the Texas Government Code.

The District is prohibited from entering into a contract with a companyⁱ for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israelⁱⁱ and (2) will not boycott Israel during the term of the contract.

Accordingly, please complete the following verification, which is hereby incorporated by reference into the contract for goods and/or services with the San Antonio Independent School District:

VERIFICATION

I hereby verify on behalf of RBC Capital Markets that I am authorized to make this verification on the company's behalf and so verify that the company does not boycott Israel and that it will not boycott Israel during the term of its contract with the San Antonio Independent School District for goods and/or services.

A handwritten signature in black ink, appearing to read 'Richard F. Acosta Jr.'.

Signature of Verifier

Richard Acosta

Printed Name of Verifier

Director

Title of Verifier

3/5/2024

Date of Verification

1. Boycott Israel” means refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel controlled territory, but does not include an-action made for ordinary business purposes.

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

SB 252 Verification Form

I, the undersigned vendor, do hereby certify and verify that Contract is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S Secretary of State.

The undersigned verifies that: RBC Capital Markets
(Insert Company Name Here)

1. does not have contracts; or
2. provide supplies or services to Foreign Terrorist Organizations

Dated this 5th day of March 2024.

A handwritten signature in black ink, appearing to read 'Richard F. Acosta Jr.', is written above a horizontal line.

Signature of Company Representative

RBC Capital Markets

Printed Name of Company Representative