

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the Town of Warren, Rhode Island for:

BOND COUNSEL SERVICES

In the Office of the Town Clerk, 514 Main Street, Warren, RI 02885 until:

Date: **SEPTEMBER 24, 2010**

Time: **10:00 am**

Proposals submitted after the stated time and date will not be considered. Proposers accept all risks of late delivery of mailed submittals regardless of fault.

A detailed Request for Proposal (RFP) information packet including general information, requested services, submittal requirements, and evaluation process is available from the Office of the Town Clerk or on the Town's website at www.townofwarren-ri.gov. Select "Request for Proposals". Mark outside bid envelope with bidders name, bid item, time, and date of opening.

The Town of Warren reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Town to pay any costs incurred by respondents in the preparation and submission of their proposals. Furthermore, the RFP does not obligate the Town to accept or contract for any expressed or implied services.

Persons requesting interpreter services for the hearing impaired must notify the Town Clerk's Office not less than 48 hours prior to the bid opening. (401-245-7340)

Warren is an equal opportunity provider and employer.

Julie A. Coelho
Town Clerk

Town of Warren

Request for Proposals

- **NOTICE:** Notice is hereby given that proposals will be received by the Town of Warren, Rhode Island, for bond counsel services by submitting same to the Town Clerk, 514 Main Street, Warren, RI 02885 on or before the date and time hereinafter set forth.
- **PURPOSE:** The purpose of this Request for Proposal is to solicit competitive proposals from qualified law firms for providing bond counsel and related services to the Town of Warren. Upon review and evaluation of the proposals, a recommendation will be submitted by the Town Manager to the Town Council for award of a contract.
- **BRIEF SCOPE OF SERVICES:** (Additional details listed in Attachment "A"): Serve as Bond Counsel to the Town on all debt issues during the contract period. The firm selected will be expected to provide: 1) all the duties of a Bond Counsel related to issuance of debt; and 2) Specialized legal counsel related to general municipal finance.
- **QUALIFICATIONS:** This project will require the firm to have the following qualifications:
 - Five (5) or more years experience working with municipalities comparable to Warren, performing all of the normal duties associated with providing bond counsel services related to debt issuance (e.g., preparing or reviewing resolutions, ordinances, indentures, agreements related to bonds and notes, providing legal opinion approving the validity the bonds and opining on the federal income tax status on the interest to be paid on the bonds).
 - Familiarity with the State of Rhode Island laws and rules and regulations related to debt issuance and debt limitations.
 - Enlistment of the firm, through its representatives, or individuals as Approved Bond Counsel in the most recent Bond Byers Municipal Marketplace Directory (the Red Book).
 - Experience in attending Town Council meetings and any other special meetings and/or conference calls with Town officials, bond counsel, bond insurers, and rating agencies.
 - Strong written, verbal and interpersonal communication skills.
 - Ability to meet required deadlines as demonstrated by prior project history.
- **RFP SCHEDULE:**

Event	Date
RFP Release	September 1, 2010
Vendor Questions (if any) Due	September 17, 2010
Responses to Vendor Questions posted on internet	September 20, 2010
Responses Due	September 24, 2010
Potential Interviews (shortlist) approximately	October 2, 2010
Contract completed	October 12, 2010

- **SUBMITTAL REQUIREMENTS:** Responses to this RFP must include the following information:

- A cover letter/statement of interest indicating the firm's interest in offering these services and highlighting its qualifications to perform bond counsel services;
- A description of the firm's experience working with municipalities performing all of the normal duties associated with providing bond counsel services related to debt issuance;
- Résumé's of key personnel who would be assigned to this contract;
- A statement of professionals to be assigned to this project describing each members roles and responsibilities;
- A list specific bond issues within the last five (5) years for which your firm has served as bond counsel and has issued an opinion;
- A description of all applicable fees and charges (see Attachment "C");
- A minimum of three (3) references relating to the services being requested with full name, title, address, phone and email addresses or fax numbers; and
- Eight (8) bound and one (1) unbound sets of the proposal. Proposals shall be no more than ten (10) double-sided pages (a total of 20 pages)

Submittals shall be delivered to the Town Clerk in a sealed envelope clearly marked BOND COUNSEL SERVICES by the deadline listed above.

- **EVALUATION CRITERIA:**

Proposals will be evaluated considering completeness of a firm's proposal and how well the proposal meets the needs of the Town. In evaluating the proposals, the Town will be using a criteria evaluation process which reflects a wide range of considerations. While cost is important, other factors are also significant. Consequently, the Town may select other than the lowest cost proposal. The objective is to choose a firm capable of providing quality services that will assist the Town in achieving the goals and objectives of the requested services within a reasonable budget.

Evaluations of proposals will be based on the criteria listed below.

- The firm's demonstrated qualifications to carry out the contract, which include but are not limited to the following considerations:
 - Recent experience in bond counsel services and general legal advice related to municipal finance.
 - The adequacy of the firm's resources devoted to bond counsel services.
 - The qualifications of the staff to be assigned to this contract.
 - The quality of performances by the firm of previous and similar contracts.
- The firm's approach to the project, which includes but is not limited to the following considerations:
 - The assignment and time commitment of staff for this contract.
 - The firm's proposed sequence of activities to address the scope of work in this RFP.
 - The firm's availability to Town staff for consultation as issues arise, and any other methods to ensure accountability and responsiveness to Town staff.

- Responsiveness to interview questions:
 - The ability, capacity and skill of the firm and the skills and experience of the specific individuals to be assigned to the Town to perform the services required.
 - The ability of the firm to present professional and innovative responses to interview questions.
 - The firm's proposed fees (as described in Attachment "C") which includes the hourly rates or other components of the total fee. Although competitive fees are an important component of the evaluation of proposals, proposed fees will be weighted with other factors described here.
 - References.
- **QUESTIONS:** Questions regarding this project may be directed in writing to the Town Finance Director via e-mail **only** at csilva@townofwarren-ri.gov no later than September 17, 2010. Unauthorized contact regarding this RFP with other Town employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town. Questions will be answered in writing and posted on the Town's website at Requests for Proposals" no later than September 17, 2010. It is the responsibility of individual firms to check the website for any amendments to this RFP.
 - **REJECTION OF PROPOSALS:** The Town reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the Town to pay any costs incurred by respondents in the preparation and submission of their proposal. Furthermore, the RFP does not obligate the Town to accept or contract for any expressed or implied services.
 - **CONTRACT AWARD:** The Town reserves the right to make an award without further discussion of the proposals. The vendor selected as the apparently successful vendor will be expected to enter into a form of the attached contract with the Town. Please review this contract prior to submitting a proposal. Following consultant selection, the successful vendor shall prepare a proposal and scope of work for review by the Town. Once the Town and vendor have reached an agreement on the scope of services, a final contract will be prepared by the Town. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final contract. If the selected vendor fails to sign the contract within ten (10) business days of delivery of the final contract, the Town may elect to negotiate a contract with the next-highest ranked vendor. The Town shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

The Town reserves the right to award multiple contracts to multiple vendors for this scope of service if it is in the best interest of the Town.

- **CONTRACT NEGOTIATIONS:** The Town reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the contract by the Town. All parties understand that if any adjustments are made to the original scope as a result of contract negotiations, a resulting change in price/cost may be necessary.
- **EQUAL OPPORTUNITY EMPLOYMENT:** The Town of Warren is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

- **TITLE VI:** It is the Town of Warren’s policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.
- **INSURANCE REQUIREMENTS:** The selected vendor or vendors shall maintain insurance that is sufficient to protect the vendor’s business against all applicable risks, as set forth in Attachment “B”. Please review insurance requirements prior to submitting a proposal. If selected vendor is unable to meet these standard requirements, please note current or proposed insurance overages in submittal. Standard requirements may be negotiated if it is in the best interest of the Town.
- **NON-COLLUSION:** Submittal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- **COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the vendor or vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
- **PUBLIC RECORDS:** Under Rhode Island state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to the Town, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the Town receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the Town (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the Town within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The Town assumes no contractual obligation to enforce any exemption.

ATTACHMENT “A”
SCOPE OF SERVICES

The firm selected will be expected to perform all of the normal duties associated with providing bond counsel services on all debt issues during the contract period. At the request of the Town, the firm will also provide specialized legal counsel related to general municipal finance.

A. Specialized Services

1. Provide legal counsel to the Town on issues related to general municipal finance and make presentations as needed to Town staff, Town Council, or other interested parties.
2. Recommend financial or management policies to assure compliance with applicable laws.
3. Provide material as requested for the Town’s effort to upgrade its bond rating and attend any meetings as needed with bond rating agencies.
4. Assist in the selection of other debt-related services such as escrow or paying agent, underwriter, trustee, etc.
5. Advise concerning the applicable requirements of federal tax laws and changes thereto relating to existing debt instruments.
6. Assist in interpreting SEC Rule 15c2-12 requirements for both annual and material event reporting for existing debt instruments.
7. At the Town’s option, represent the Town in any litigation related to tax-exempt bonds.

B. Services at the time of Debt Issuance

1. Advise the Town concerning the procedural and substantive legal requirements governing the issuance and sale of its obligations and the security therefore.
2. Prepare or review Town-drafted resolutions, ordinances, indentures, agreements, notices, and other documents and proceedings, including election proceedings, if required by statute, for the authorization, issuance, sale and delivery of bonds and notes by the Town.
3. Advise the Town with respect to the giving of statutory notices of hearing and the conducting of such hearings, if any, as are required by law.
4. Consult with and provide assistance to Town staff, Financial Advisor, underwriters, etc. in the preparation of official statements, bond purchase contracts, investment agreements, and other documents in connection with the sale of Town bonds.
5. Assist Town Staff and the Financial Advisor regarding the bond issue structure, timing of sale, and other matters.

6. Advise and assist concerning state and federal securities laws relating to the necessary disclosure of factual and legal information with respect to such bond sales. This work would include due diligence review of the official statement and information relating to it to the extent deemed necessary to protect the interests of the Town and all parties concerned in connection with the issuance of bonds and notes.
7. Advise concerning the applicable requirements of federal tax laws relating to the issuance and sale of the bonds.
8. Provide material as requested for bond rating agency review hearings, and attend any meetings as needed with bond rating agencies.
9. Attend meetings as requested and make presentations regarding the debt issue to Town staff, Town Council or other interested parties.
10. Advise regarding compliance with yield restrictions and arbitrage regulations.
11. Assist in interpreting SEC Rule 15c2-12 requirements for both annual and material event reporting.
12. Provide the Town and bond purchasers with a legal opinion approving the validity of the bonds and opining on the federal income tax status (exempt, taxable) of the interest to be paid on the bonds.
13. Supervise the printing and delivery of the Town's bonds.
14. Prepare and review all closing documents, including opinions of other counsel as may be deemed necessary.
15. Assemble and examine transcripts of all proceedings taken in connection with the issuance and sale of the bonds.
16. At the Town's option, represent the Town in any litigation related to the bond issue.

ATTACHMENT "B"
INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the Town.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
2. Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
3. Business automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
4. Worker Compensation statutory limits.
5. Consultant's Errors & Omissions or Professional Liability with limits dedicated to this contract of not less than \$10,000,000 per claim and as an annual aggregate or, in the alternative, with limits of not less than \$20,000,000 per claim and as an annual aggregate.

B. Self-insured Retention

Self-insured retention must be declared to and approved by the Town.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the Town, its officials, employees and volunteers as additional insureds.
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Town.
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days' written notice has been given to the Town.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a rating acceptable to the Town.

E. Verification of Coverage

Contractor shall furnish the Town with certificates of insurance required by this clause. The certificates are to be received and approved by the Town before work commences. The Town requires the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractor shall require subcontractors to provide coverages compliant herewith..

ATTACHMENT "C"
Fee Schedule Form

1. Each Firm shall provide a complete statement of fees with the basis of charging those fees (e.g., per hour with a not to exceed total, per bond sale, etc.). All areas within the Scope of Services should be addressed. (Attach additional pages if required)

2. An authorized signature in the space below commits the firm to the Fee Schedule set forth as Attachment "C" for the duration of the contract, plus extensions. The basis for future fee increases, if any, must be described here:

Firm Name:

by:

Authorized Signature

Title

Date

BOND COUNSEL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") made the _____ day of October, 2010, by and between the Town of Warren in the County of Bristol, Rhode Island, (hereinafter called "the Town"), and _____ of the firm _____ with offices at _____, (hereinafter called "the Professional").

WHEREAS, the Professional agrees to provide to the Town of Warren bond counsel services as described in the Scope of Services herein, and

WHEREAS, Professional has submitted a proposal for the aforesaid work dated _____, 2010, and signed by _____ the terms and conditions of which proposal are embodied herein,

NOW, THEREFORE, the parties hereto do agree as follows:

1. SCOPE OF SERVICES; FEE SCHEDULE

- (a) At the direction of the Town Manager or other appropriate Town officials the Professional agrees to provide to the Town and is hereby retained to provide bond counsel services to the Town of Warren. The services to be provided are set forth in detail in Exhibit A attached hereto and made a part hereof as if written in full herein.
- (b) Professional agrees that any and all services performed pursuant to this Agreement shall be performed to acceptable practices and standards within the profession and to the satisfaction of the Town.
- (c) For services performed by the Professional pursuant to its proposal, the fees shall be as set forth in said proposal.
- (d) Professional shall regularly provide to the Town its current Fee Schedule for the convenience of the Town in the event it contemplates changes or additions to the scope of work.
 - (1) Any changes in the scope, extent or character of the work contemplated by this Agreement shall be subject to negotiation between the parties regarding both costs and time of completion.
 - (2) Where additional services are requested by the Town, no work shall begin until the parties have agreed in writing on the terms and conditions of such additional work and the Town has provided in writing direction to the Professional to proceed.

2. GENERAL CONDITIONS

- (a) The term of this Agreement shall be from November 1, 2010 through June 30, 2012 (do you really want a 9 month engagement??), both dates inclusive.
- (b) It is expressly understood and agreed by both parties that this Agreement supersedes any and all previous agreements covering the same or similar services location and that it includes all (and there are no other or different) warranties, expressed or

implied, representations, promises, agreements or statements in connection with such service. No modification of this Agreement shall be of any force or effect unless it shall be in writing and signed by the parties and no modifications shall be effected by the acknowledgment or acceptance of purchase order forms containing different terms or conditions. This Agreement shall be binding upon the parties for the duration thereof, as well as upon their heirs, executors, successors, assigns and representatives of both parties.

- (c) The Town shall pay the Professional according to the approved job-specific proposal on a monthly basis where the Professional has provided the requisite invoice and documentation.
- (d) The Professional shall submit to the Town itemized vouchers indicating the specifics of the work performed at such times as fees for service or other reimbursements become due. The Professional agrees to submit periodic bills at least on a monthly basis if services have been performed.
- (e) The Professional shall be reimbursed for customary disbursements made on behalf of the Town. Such disbursements shall include but not be limited to the cost of computer time and proprietary program charges, outside printing, binding, collating and other graphic services, messenger service, telecopy, photocopy, telephone toll charges, postage, messenger services and other out-of-pocket expenses incurred by the Professional on behalf of the Town.
- (f) It is hereby agreed between the parties that subsequent to the performance of services of a nature authorized by this Agreement and the submission of vouchers in proper form, the Professional shall be entitled to full payment within forty-five (45) days of the presentation of the voucher unless a legitimate, good faith challenge by the Town shall be lodged. In the event of such challenge, only the contested portion of the charge shall be withheld from payment and the undisputed portion shall be paid in timely fashion.
- (g) Failure of the Town to make payment in accord with the provisions herein set forth shall constitute a material breach of the Agreement and shall be cause for cancellation by the Professional. If Professional incurs expenses in enforcing the payment provisions herein, Professional shall be entitled to collect from the Town all judgment or settlement amounts due plus reasonable attorney fees, costs and expenses in connection therewith.
- (h) Payment by the Town in accordance with this Agreement is not subject to other agreements, including grant reimbursement provisions.
- (i) The Town agrees that it will solicit the cooperation of all Town officials, employees or agents and give access to its records so that Professional may collect all such information and data as may be necessary in order to perform the services set forth in this Agreement.
- (j) The Professional acknowledges that it is an independent contractor and none of its employees shall be considered as employees of the Town.

3. GENERAL TERMS

- (a) Partial Invalidity. If any item, term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which this Agreement is invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by the Professional for the Township.
- (b) No Waiver. No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance of any other occasion of the same, or any other term, provision or condition of this Agreement by either party.
- (c) Ownership of Records. All records and data of any kind relating to the Town shall belong to the Town and shall be surrendered to the Town upon the expiration or termination of this Agreement, except that the Professional will retain such information as is necessary in its professionally required work record but shall provide to the Town a true copy of any materials so retained.
- (e) Insurance. The Professional shall maintain, at its own expense, the following insurance and shall provide proof of same to the Town. Failure to supply the required written evidence shall result in default.
 - 1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate.
 - 2. Employers Liability coverage with limits not less than \$1,000,000 per accident/disease.
 - 3. Business automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto.
 - 4. Worker Compensation statutory limits.
 - 5. Consultant's Errors & Omissions or Professional Liability with limits dedicated to this contract of not less than \$10,000,000 per claim and as an annual aggregate or, in the alternative, with limits of not less than \$20,000,000 per claim and as an annual aggregate.

Self-insured retention must be declared to and approved by the Town.

Commercial General Liability policies shall be endorsed to include the Town, its officials, employees and volunteers as additional insureds; provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the Town; and provide on each policy that coverage shall not be canceled except after thirty (30) days' written notice has been given to the Town.

The insurance companies providing the above required coverage must be licensed to do business in the State of Rhode Island. The Professional shall not take any action to cancel or reduce the limits of coverage for any insurance required under this Agreement without the express written approval of the Town. The maintenance of insurance under this section shall not relieve the Professional of any liability greater than the insurance coverage.

- (f) Indemnification and Hold Harmless.
 - (1) The Professional shall, to the fullest extent permitted by law, indemnify and hold harmless the Town, its appointed officials and employees from any and all third party claims or liabilities to the extent directly resulting from the negligence or willful misconduct of the Professional and its agents in connection with all activities undertaken by the Professional pursuant to this Agreement. The Town agrees to give the Professional prompt written notice of any such claim or liability and an opportunity to control the defense and settlement thereof. No limitations on the foregoing indemnity shall impair or limit the Town's recourse to the insurance coverage set forth herein.
 - (2) The Town shall, to the fullest extent permitted by law, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, "the Professional" from any and all third party claims or liabilities to the extent directly resulting from the negligence or willful misconduct of the Professional and its agents in connection with all activities undertaken by the Professional pursuant to this Agreement. The Professional agrees to give the Town prompt written notice of any such claim or liability and an opportunity to control the defense and settlement thereof.
 - (3) Neither the Town nor the Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- (g) Termination. Either party may terminate this Agreement upon twenty (20) days' written notice to the other party. Upon such termination, the Town shall pay the Professional for all services performed hereunder up to the date of such termination and the Professional shall provide to the Town all records and data relating to this or any prior Agreement with the Town. Further, if the Town terminates the Agreement, the Town shall pay the Professional all reasonable costs and expenses incurred by the Professional in effecting the termination, including but not limited to non-cancelable commitments and demobilization costs.
 - (1) If the work is suspended by the Town for any reason other than nonperformance by the Professional, or by the Professional for failure by the Town to perform its obligations hereunder, and if said suspension is for thirty (30) or more calendar days in the aggregate, the Professional shall be compensated for services performed and charges incurred prior to Professional's receipt of notice to suspend.
 - (2) Where the work is suspended as contemplated in (i) above, the Professional shall be entitled to an equitable adjustment in fees to

accommodate demobilization and remobilization costs. Depending upon the length of the suspension, additional adjustments may be required to address general cost escalation. Such adjustments shall be mutually agreed upon in writing prior to resumption of work by the Professional.

- (3) If the work is suspended for more than ninety (90) days in the aggregate, it shall be considered terminated unless the parties agree in writing to continue, and such writing shall contain details of any and all adjustments to be made to the scope or cost of the project.

This Agreement shall be performed and interpreted under the laws of the State of Rhode Island and any litigation arising in any way from this Agreement shall be brought in the courts of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be hereto affixed, the day and the year first written above.

Authorized Signature

Authorized Signature

Name

Name

Title

Title