



**TOWN OF CANTON
REQUEST FOR PROPOSALS FOR
BOND COUNSEL SERVICES**

Release of RFP: April 28, 2021
RFP Submission Due Date: May 28, 2021 @ 12:00PM

REQUEST FOR PROPOSALS
FOR
BOND COUNSEL SERVICES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain qualifications and price proposals from qualified law firms to provide legal advice and assistance in connection with the Town of Canton's public financing and revenue activities and related General Obligation bond issuances and transactions. The Town of Canton ("Town") is further seeking legal advice and assistance from qualified law firms in relation to issuance of tax revenue bonds or other debt pursuant to a tax increment finance plan in support of appropriate economic development initiatives.

All responding firms should have extensive experience, a successful track record and superior qualifications in the following areas:

- a) Handling all legal aspects of public financing, revenue financing, lease financing, etc.
- b) Assisting local governments in obtaining maximum benefits from public financing programs.
- c) Protecting and promoting local government interests in the area of public financing, General Obligation bond financing, issuances and debts.
- d) Providing legal opinions about public financing with an emphasis on General Obligation bond issuance, sale and debt.
- e) Determination of whether proposed debt constitutes valid and binding obligations of local government, the sources of payment or security for the debt, and whether and to what extent interest on the debt is exempt from Federal and Connecticut income taxes.

The firm must provide full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification as governed by the Rules of Professional Conduct.

1.1 REJECTION AND WITHDRAWAL

The Town reserves the right to reject responses to this RFP and/or to withdraw this RFP for any whatsoever without penalty.

1.2 PROPRIETARY INFORMATION

The Town is committed to full compliance with the Connecticut Freedom of Act (C.G.S. 1-200 et seq.). The Town retains the right to disclose the name of any and all proposers, their proposals, and any other information that is pertinent to the selection of legal counsel. It is the responsibility of proposers to exclude proprietary information, trade secrets or other information, the public disclosure of which may cause harm to the proposer and/or the proposer's interests.

1.3 INCURRING COST

The Town will not be held responsible for any costs or expenses incurred by the proposer for work performed in preparation and production of a proposal.

1.4 ADDENDA TO RFP

Amendments to this RFP may be necessary before the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

1.5 AVAILABILITY OF FUNDS

Any contract to be awarded to a qualified law firm to represent the Town is contingent upon the annual availability of funds approved by the Town.

2.0 BACKGROUND INFORMATION

The Town is an issuer of general obligation debt. The Town holds a triple-A ratings from Standard & Poor's.

The Town website has archived electronic copies of recent Consolidated Annual Financial Reports (CAFRs) and Official Statements. These can be found at <https://www.townofcantonct.org/finance>.

3.0 SCOPE OF SERVICES

In general, the role of Bond Counsel shall be defined as follows:

The Bond Counsel shall be responsible for general advice with respect to the debt program of the Town. The firm shall provide transactional assistance for periodic general obligation bond issues, notes or other financing instruments that are intended to finance the Town's tax supported capital program.

In addition, the Bond Counsel may be required to provide transactional assistance and advice related to financing of self-sustaining activities of the Town such as revenue bond; bonds or other financing instruments issued to support energy, school construction, parking facilities, recreational facilities, redevelopment activities, housing developments or economic development activities; or other nontraditional or self-supporting financings.

Bond Counsel shall primarily address General Obligation Bonds of the Town, however, the Town reserves the right to solicit and contract with other attorneys, as the need may arise, in connection with General Obligation Bonds of the Town and legal matters related or unrelated thereto.

The law firm must meet or exceed all of the requirements stated herein. The law firm shall be responsible for performing or for assisting Town staff and/or the financial advisor in completing the following tasks:

- 3.1 Assisting in planning the financing and structuring the debt issue.
- 3.2 Reviewing the transcripts of proceedings of Town Agencies taken to authorize the debt and ensuring that there is legal authority to issue the debt.
- 3.3 Preparing the bond proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale and delivery of the bonds or other debt.
- 3.4 Drafting and/or reviewing of appropriate resolutions authorizing the issuance of the debt.
- 3.5 Assisting in various aspects of preparing the official statements or other disclosure documents to be disseminated in connection with the issuance of debt.
- 3.6 Obtaining from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue.
- 3.7 Rendering legal opinions approving the validity of the debt. In this capacity Bond Counsel shall inform the Town through the approving opinion of the nature of the security for the debt; the legality, validity, and tax exempt status of the securities; and the legality and validity of the requisite documentation, approvals, and procedures.
- 3.8 Preparing the official transcript of bond authorization and proceedings, and making such transcript available to the Town in electronic format in a timely manner.
- 3.9 Verify the Town has completed the Continuing Disclosure Agreements in accordance with the rules and requirements of the Securities and Exchange Commission.
- 3.10 Rendering legal opinions on such related matters as:
 - a. the applicability of particular provisions of the Federal and State securities laws;

- b. The eligibility of the debt for investment by various fiduciaries and other regulated investors;
 - c. the status of the debt and related obligations under laws relating to creditors' rights;
 - d. the validity and enforceability of security agreements, indentures, and other documents related to the debt and its security; and
 - e. any and all other matters that are reasonably related to the duties of the Bond Counsel described herein, upon written request of the Town.
- 3.11 Assisting in representing information to rating agencies and bond insurers.
 - 3.12 Assisting in other specified activities related to debt.
 - 3.13 Advising the Town on legal considerations relating to financing alternatives within the context of statutory and constitutional constraints.
 - 3.14 Answering questions about the debt by prospective purchasers in the secondary market or by public officials.
 - 3.15 Answering questions about the application of "arbitrage" and other Federal tax regulations, the Town's obligations contained in covenants securing outstanding debt, the investment and expenditure of proceeds, and the collection, investment and application of funds used to pay debt.
 - 3.16 Assisting the Town with ongoing and periodic improvements to its system of planning and allocating bond proceeds across capital projects in the Town's general fund and other funds.
 - 3.17 Assist the Town with securing debt pursuant to a Tax Increment Financing Agreement.

4.0 BACKGROUND ON THE FIRM AND ITS PERSONNEL

- 4.1 Provide the name, telephone number and mailing address of the primary contact person from your firm for this RFP. All correspondence in connection with this RFP will be sent to that contact person.
- 4.2 Provide an introduction to your firm, briefly describing its history, including when it was founded, changes in ownership and location of its principal and any branch offices over time, and changes in the areas of practices engaged in by the firm. Also provide a description of the manner in which the firm is organized to facilitate coordination of the various specialists who will be performing different aspects of the work. Include a description of the organization of the firm's public finance department, indicating its full time legal personnel and when they first joined the department.
- 4.3 Provide the names and resumes of all professional members of your public Finance department; including the attorney who will be primarily responsible for handling the Town's bond related affairs, and a description

of each individual's role in providing services to the Town. The naming of such personnel shall be considered by the Town to be a commitment by the firm to assign these individuals to provide legal services to the Town if a contract is awarded to that firm. Include the number of clients currently handled by each member of this team.

5.0 EXPERIENCE AND PERFORMANCE

- 5.1 Identify the lawyers in your firm whose primary specialty consists of representing municipalities in connection with the issuance of municipal bonds and state the percentage of time each of them has spent representing municipalities in connection with the issuance of municipal bonds in each of the last three calendar years.
- 5.2 Identify each Connecticut bond and note issue for which you have rendered an opinion for the last three calendar years.
- 5.3 Describe methods that your firm has used to deal with arbitrage and private use limitations for issuers who finance multiple capital projects in a single issue.
- 5.4 Does your firm provide arbitrage rebate calculations to its clients? If so, state the nature and type of such services and the names of the persons performing such services.
- 5.5 Discuss one or more significant tax or arbitrage issues that your firm has dealt with for municipal clients and how such issues were resolved.
- 5.6 Discuss your firm's expertise with respect to the continuing disclosure requirements imposed on municipalities. Describe any significant issues that your firm has dealt with for municipal clients in the area of continuing disclosure and how such issues were resolved.

6.0 SPECIAL CONTRACT TERMS AND CONDITIONS

6.1 Insurance

As a condition to final acceptance, the proposer shall provide, at its own cost and expense, documentary proof of insurance, in the amounts, types, limits and terms of coverage described in the attached Insurance Exhibit, to the Chief Administrative Officer's office. Such proof must be acceptable to the Town's CAO, based on the Insurance Exhibit attached.

6.2 Contract Period

The contract award resulting from this RFP shall commence upon contract execution and run through June 30, 2025. However, this contract may be renewed

by mutual agreement between the parties to cover bond counsel services for future debt issues for two additional terms of two years each.

6.3 Termination

The contract may be terminated by the Town upon ninety (90) days advance written notice to the other party; provided that if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Town until said work or services are completed and accepted.

6.4 Fee Proposal

The Town is interested in obtaining fixed price proposals for Bond Counsel Services, under which all costs for services identified in this RFP during the term of the engagement would be included in fees paid at the time of specified debt transactions. The volume of transactions varies according to the needs of the Town. However, the Town authorized bonds in the amount of \$4,885,000 in November 2020 and are anticipated to seek an additional bond of approximately \$5,000,000 in November 2021.

The proposal should include, for each of the identified transactions, a per-bond price, a minimum fee, and a maximum fee. The identified transactions should include, at a minimum: General Obligation New Money issues; General Obligation Refunding's and Bond Anticipation Notes. Offerors may include alternative fee proposals, in addition to but not in lieu of, a fixed price proposal as described herein.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The General Contract Terms and Conditions set forth certain criteria that will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

The Town will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

- A. Proven record of experience in traditional municipal finance practices including knowledge of applicable Federal, Connecticut and local tax laws, issuance of local government debt and the review of documents.
- B. Qualifications and references of key personnel and of the firm.
- C. Overall completeness, clarity and quality of proposal.
- D. Cost of services (i.e. fee proposal).

The Town shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposals.

8.0 SUBMISSION OF PROPOSALS

A complete copy of the RFP can be found on the Town webpage, www.townofcantonct.org under the RFP and Bids section. Each Responder must submit one original and four copies of their proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and date and time proposal is due. The sealed envelope containing the proposals must be addressed to:

TOWN OF CANTON
Office of the CAO
Town of Canton
4 Market Street
PO Box 168
Collinsville, CT 06019

ATTN: Proposal for Bond Counsel Services

These proposals must be received by the Town no later than 12:00 p.m. on Friday May 28, 2021 (Eastern Standard Time). Proposals received after the date and time prescribed shall not be considered for contract award.

Addendum(s) to the RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the respondent's responsibility to check to see if RFP addendum(s) have been issued by The Town and to ensure that its proposal addresses all addendum(s).

9.0 AWARD

The Town reserves the right to accept or reject any proposal to best serve its interests, or to hold the proposals for ninety (90) days before rendering a decision. Acceptance of any firm's response does not place the Town under any obligation to accept the lowest price response.

Indemnification and Insurance Exhibit
BOND COUNSEL SERVICES

For purpose of this Exhibit, the term "Firm" shall also include their respective agents, representatives, employees, contractors of any tier, and the term "Town of Canton" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers.

I. INDEMNIFICATION

A. Firm agrees to defend, indemnify and hold harmless Town of Canton and its respective boards and commissions, officers, officials, agents, representatives, employees and volunteers for any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or to property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern is caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Firm and others acting on behalf of the Firm arising from or related to the performance of this Contract, including any violation or non-compliance with any federal, state, local statute, ordinance, rule, law or regulation.

B. This duty to indemnify shall not be constrained or affected by the Firm's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Firm's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

The Firm shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.

Firm's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.

All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of Canton, and its respective boards, commissions, officers, officials, employees agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective.

When the Town or the Firm is damaged by failure of the Firm to purchase or maintain insurance required under this Exhibit, the Firm shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

Commercial General Liability: \$1,000,000 limit each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, personal injury and broad form property damage.

Automobile Liability and Physical Damage Coverage: \$500,000 limit each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.

Lawyers Professional Liability (claims-made): 2,000,000 each claim, \$4,000,000 annual aggregate. Retroactive date under the policy shall precede the effective date of this Contract. The Firm shall maintain continuous coverage or obtain an extended reporting period in which to report claims for two (2) years following end of the Contract.

Valuable Papers and Records Coverage: \$100,000 limit to reestablish, recreate or restore any and all records, photographs, maps, depositions, court filings, statistics, notes and other data, if made unavailable by fire, theft, flood or any other cause, regardless of the physical location of these insured items.

Workers' Compensation and Employer's Liability: Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the work to be performed. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Firm represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Firm agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Firm, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Firm failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

Personal Property: All personal property of the Firm are the sole risk of the Firm. The Firm agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Firm.

C. Additional Terms

Minimum Scope and Limits: The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, *and* shall not be construed to exclude the Town from additional limits and coverage available to the Firm.

Acceptance by the Town of insurance submitted by the Firm does not relieve or decrease in any manner the liability of the Firm arising out of or in connection with this Contract. The Firm is responsible for any losses, claims and costs of any kind which exceed the Firm's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws

including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Firm that arises from the Contract.

Certificates of Insurance: The Firm shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Firm agrees to furnish complete copies of the required policies.

Subcontractor: Firm shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Firm shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

Premiums Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Firm.

Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town.

Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Firm shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.

Waiver of Rights of Recovery: Both the Firm and Firm's insurers shall waive their rights of recovery or subrogation against the Town.

Claim Reporting: Any failure of the Firm to comply with the claim reporting provisions of the required insurance policies shall not relieve the Firm of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.

Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.

Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.