



**CITY OF TORRINGTON
TORRINGTON, CONNECTICUT**

**REQUEST FOR PROPOSALS
RFP #BCS-017-022410
BOND COUNSEL SERVICES**

The City of Torrington is requesting Proposals for the purpose of obtaining qualifications and fee proposals from qualified law firms for the purpose of providing legal service as bond counsel. Proposals can be submitted to the Purchasing Agent of the City of Torrington until 2:00 P.M., Wednesday, February 24, 2010 in the office of the Purchasing Department, Temporary City Hall, 59 Field Street, Torrington, Connecticut.

Specifications may be obtained at the office of the Purchasing Agent or by accessing the City's website at www.torringtonct.org. Proposals must be submitted in a sealed envelope plainly marked "**RFP #BCS-017-022410, Bond Counsel Services**" (with the cost proposal submitted in a separate sealed envelope).

All questions must be submitted by email to Pennie Zucco, Purchasing Agent at pennie_zucco@torringtonct.org by **February 11, 2010 at noon**. All questions determined to be of interest to all prospective firms will be answered in writing and provided to all firms by an addendum which will be posted on the City of Torrington web site.

Communications Concerning RFP: All questions relevant to the development of a proposal are to be directed to:

Ms. Pennie Zucco
Phone: (860) 489-2225;
E-mail: pennie_zucco@torringtonct.org

Except as authorized by Ms. Zucco, no vendor may contact any other employee or elected or appointed official of the City of Torrington with respect to the RFP or the submission of a proposal .

The City of Torrington reserves the right to accept or reject any or all proposals; to waive any informalities; or to accept any proposal deemed in the best interests of the City of Torrington.

The City of Torrington reserves the right to take into account the residency of respondents within the City of Torrington and/or the location of the respondent's business within the City of Torrington in awarding this bid.

Each respondent shall supply one (1) original and eight (8) copies 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 the date and time this proposal is due.

All proposals will be considered valid for a period of ninety (90) days.

Pennie Zucco
Purchasing Agent
City of Torrington

REQUEST FOR PROPOSALS
RFP #BCS-017-022410
BOND COUNSEL SERVICES

PURPOSE:

The City of Torrington, Connecticut (the “City”) is requesting proposals for the purpose of obtaining qualifications and fee proposals from qualified law firms for the purpose of providing legal service as bond counsel in connection with the authorization and issuance of short-term and long-term debt. The firm will provide its legal opinions and for certifications thereon and on other financing issues.

The City is looking for a competent law firm capable of evaluating and recommending modifications of debt planning, if appropriate, and assisting the City staff, the City Council and various other Boards and Commissions, and the City’s Treasurer in structuring, preparing and marketing debt.

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 codes and rules of professional responsibility and conduct promulgated by the American Bar Association and the Superior Court of the State of Connecticut.

PROPOSALS RECEIVED:

All proposals must be in a sealed envelope and received prior to 2:00 p.m., Wednesday, February 24, 2010 at the office of the Purchasing Agent, Temporary City Hall, 59 Field Street, Torrington, Connecticut 06790. Any proposal received after this date and time will not be accepted.

BACKGROUND INFORMATION:

The City of Torrington was incorporated as a city in 1740 and chartered as a city in 1923. Torrington covers an area of 40 square miles, and the City’s Census 2000 population stood at 35,202. Torrington is the largest municipality in Litchfield County and serves as the county’s industrial and commercial center. The City of Torrington is governed under the provisions of its Charter and the Connecticut General Statutes. The Mayor is the Chief Executive Officer of the City. The Mayor presides at all meetings of the Board of Councilmen, commonly referred to as the City Council.

The City of Torrington received a credit rating of “A1” by Moody’s Investors Service, Inc. on its November 15, 2006 bonds.

The City of Torrington has several projects in various stages of completion. The City’s total issues and outstanding general obligation bond debt equals approximately \$31.4 million in principal amounts as of November 30, 2009. The City’s total authorized and unissued debt equals approximately \$16.2 million

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Available upon request are the following documents:

- The latest available copy of the General Purpose Financial Statements for the City of Torrington.
- A copy of the Official Statement dated October 15, 2009 for the City's last General Obligation Bond Anticipated Notes Issuance of \$7,500,000.

SCOPE OF SERVICES:

All proposals must be made on the basis of an either meet or exceed the required legal services contained herein. The successful respondent shall be responsible for performing and/or assisting City staff, other city contractors and/or the City's Treasurer in completing the following tasks:

- Advise the City in structuring general obligation and revenue debt issuances including tax-exempt and taxable financing and other forms of debt financing.
- Draft or review legal documentation necessary to issue debt including, as appropriate, resolutions, ordinances and other legal documents including the official statement, notice of sale, bid form, bond purchase agreement and tax regulatory agreement.
- Render legal opinions concerning the validity, authority and tax-exempt status of the City's debt issuances, the content of disclosure statements and other related matters.
- Assure the City's compliance with applicable federal, state and municipal law and the City's charter requirements.
- Provide advice on, and analysis of relevant federal, state and municipal laws, as well as any proposed legislation or regulations as they affect or may affect the area of municipal finance and the City's financing programs.
- Prepare and distribute closing documents to the appropriate parties and coordinate and conduct the closing of bond, note or other municipal financing transactions.
- Prepare and submit a complete bound transcript of each bond issuance to the City.
- Assist the City Attorney and Treasurer, where required, in matters relating to municipal finance and the City's financing programs.
- As requested, participate in public hearing and forums as the City's bond counsel to explain legal aspects of financings.

PREPARATION OF PROPOSALS:

The written response to this RFP shall provide the following information and for ease in comparison, be submitted in the following order:

- Provide a letter of transmittal indicating the respondent's interest in the project, a brief summary of your firm including qualifications, experience, and the ability to be the City's Bond Counsel. Disclose any material litigation, administrative proceedings, or regulatory investigations, which your firm is involved in at the moment. Provide the name, telephone number, facsimile number, email and mailing address of the primary contact person from your firm for this RFP.
- Demonstrate a full understanding of the scope of services as bond counsel to the City of Torrington.

- Include a resume and brief list of engagements of those individuals who act in an advisory capacity to the City. Provide an organizational chart.
- Provide a list of bond sales for which the firm has served as bond counsel since January 1, 2006, including references complete with name, address, phone number and contact person's relationship to the bond project.

FEE PROPOSAL

- Prepare an itemized schedule of professional service fees including hourly rates, fixed fee and rate schedule. If hourly, please provide a schedule of the rates for each category of attorney involved: partner, attorney, paralegal or other specialist etc. Also provide the same information where bond anticipation notes (BANs) or Notes would be involved, either separately or in conjunction with a bond issue.

The fee proposal shall be submitted in a separate sealed envelope.

This schedule should include a detail breakout of all fees including:

- Authorization of new projects
- Competitive bond issues, note issues, loan issues (list all tiers)
- Competitive BAN sales with and without disclosure
- Negotiated bond refinancings
- State your fee for a proposed \$8 million bond issue sold on a competitive basis
- State your fee for a proposed \$10 million competitive BAN issue with disclosure
- State your fee for a proposed \$20 million bond issue sold on a competitive basis
- Include any topics not covered in the RFP, which you wish to disclose to the City, which further describe the firm's level of professionalism as bond counsel.
- Submit a copy of your proposed contract for services with the City.

Qualifications/Background

- Provide the name, telephone number and mailing address of the primary contact person from your firm for this Request for Proposals.
- Provide a brief description of your firm, its history and of its public finance practice. Discuss the primary individuals who would work with the City, including experience, relevant background and anticipated duties.

Qualifications/Experience

- Describe your firm's experience as bond counsel, general or special counsel, or underwriter's counsel for governmental entities in Connecticut.
- Provide the name, title and telephone number of the CFO of at least three Connecticut governmental entities you have represented during the past four years. These individuals should be prepared to act as references for your firm.
- Please provide a listing of five financial advisors, banks or investment firms with which your firm has worked during the past five years. Please provide the name, title and telephone number of a person from such bank or firm; such person should be prepared to act as reference for your firm.

- State your firm’s expertise with the Internal Revenue Code and regulations as it relates to tax exempt financing. Indicate the attorneys who are responsible for tax analysis and detail their experience, including examples of financing involving complex tax issues.
- State any other qualifications, experience or bond financing which you would consider to be significant, innovative or otherwise relevant to the consideration of your firm.

Qualifications/Other

- Please provide information concerning the nature and amount of malpractice and other liability insurance carried by the firm. The successful respondent shall be required to provide the City annually with a certificate or certificates of insurance evidencing that such insurance is in full force and effect.
- Discuss any pending or recent investigations by the Securities and Exchange Commission, the IRS or any other regulatory body, court or professional association (local, state or federal, including bar grievance committees) regarding the conduct of your firm, the firm’s management or any individuals working in the public finance practice of your firm which might affect your ability to deliver legal services described herein. Discuss any such investigation that has occurred during the past four years.
- Disclose, in detail, any material assignments, relationships or other employment that your firm or any employee of your firm has with any financial advisory firms, investment banks or law firms, governmental entities or other persons or entities that may create a conflict of interest in serving as bond counsel to the City of Torrington. Discuss any measures that are either in place at your firm or would be taken to identify, disclose and resolve possible conflicts of interest.
- Describe your billing rates and practices or alternative fee structure with respect to providing bond counsel services and submit a sample bill showing the detail and format of how the firm proposes to invoice the City. You should specify who (i.e., associate/partner) would be performing services and estimate the number of hours wherever possible. If you would, be prepared to set a fixed fee amount for services associated with the bond issue as described herein.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Firm, address, and name of the project for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the fee proposal **must** be enclosed in another sealed envelope addressed to: Purchasing Agent, Temporary City Hall, 59 Field Street, Torrington, CT 06790, “**RFP #BCS-017-022410, BOND COUNSEL SERVICES**”.

Corrections and/or modifications received after the closing time specified will not be accepted.

SELECTION CRITERIA:

Selection will be made at the sole discretion of the City. The City Selection Committee will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below.

- Responsiveness of the written proposal to the purpose and scope of services.
- The education and professional background of the principal consultant and other staff assigned to the City. The principal consultant shall be available to the City at all times without unreasonable delay.
- Competitiveness of proposed fees.
- Experience in providing similar or relevant services to comparable entities.
- Familiarity with the City of Torrington and Connecticut by the individual assigned to the City.
- Four references of Public Officials with whom you have arranged bond counseling services for the past four years.
- Experience of the firm in serving as bond counsel to tax-exempt issuers including the firm's understanding and level of competence in state and federal taxation, legislative and regulatory procedures and innovative and alternative financing structures.
- Qualifications of personnel including the experience and availability of the attorneys and other professionals responsible for providing services to the City.
- Describe how the firm meets the requirements outlined in this request, including the qualifying requirements, the ability to perform the scope of services, and the information provided or obtained from the contacts provided in the qualifications statement.
- Experience of the firm and the assigned personnel in advising on the structuring of financial models and incentives related to economic development.
- Firm organization and approach, including the ability of the firm to staff and complete time-sensitive transactions and to interact effectively with the City, underwriters, financial advisors and other professionals involved in the City's financing.
- Connecticut presence
- Cost of services (i.e., fee proposal)

Based upon the results of the preliminary evaluation, the highest rated respondent(s) may be invited by the City to make oral presentations to the Selection Committee. This committee will then conduct a final evaluation of the respondent(s). The Selection Committee shall then negotiate a proposed engagement with the highest qualified respondent(s). At the time the proposed engagement is negotiated, the respondent(s) and the selection committee may negotiate any changes desired in the RFP if deemed in the best interest of the City of Torrington. If a satisfactory proposed engagement cannot be negotiated with the highest qualified respondent(s), negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified respondent(s) and so on.

CONSIDERATION OF PRIOR SERVICE:

Previous performance, quality of service will be considered.

FAMILIARITY WITH THE WORK:

Each respondent is considered to have examined the work to fully acquaint himself with the exact existing conditions there relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this proposal. Failure to do so will not relieve a respondent of their obligation to furnish all legal services necessary to carry out the work for the consideration set forth in this proposal. The submission of a proposal will be considered as conclusive evidence that the respondent has made such examination.

ADDENDA, INTERPRETATIONS & ALTERATE PROPOSALS:

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit a request for interpretation to the Purchasing Agent, by email to pennie_zucco@torringtonct.org. The person submitting the request will be responsible for its prompt delivery. Any interpretations of these specifications will be made in writing and distributed to all those receiving a copy of specifications. Failure on the part of the prospective firm to receive a written interpretation prior to the closing time for acceptance of proposals will not be grounds for withdrawal of proposals. Oral explanations will not be binding on the City.

SPECIAL CONDITIONS:

Oral Agreements – Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.

Collusion – By responding, the firm implicitly states that the proposal is not made in connection with any competing firm submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the firm did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the firm’s proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.

Hold Harmless Clause – Proposals shall provide that during the term of the engagement, for the firm indemnifying, defending, and holding harmless the City, it’s officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney’s fees, brought on account of any personal injuries, or violation of rights, sustained by any person or property in consequence of any neglect in safeguarding engagement work, or on account of any act or omission by the Proposers or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The firm agrees that this clause shall include claims involving infringement of patent or copyrights. This indemnification shall expressly apply to any failure to comply with state, federal and/or municipal laws, statutes, ordinances, rules and regulations. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The provider agrees that it

will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

NON-DISCRIMINATION:

The respondent agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

COMPLIANCE WITH LAWS:

Each firm shall at all times, observe and comply with all laws, ordinances and regulation of the Federal, State and Local governments, which may in any way affect the preparation or performance of the advisory services.

WITHDRAWAL OF PROPOSAL:

Proposals may be withdrawn at any time prior to the proposal date. No firm shall withdraw or cancel their proposal for a period of ninety (90) days after the proposal closing date of **2:00 p.m., Wednesday, February 24, 2010**. The successful respondent shall not withdraw, cancel or modify their proposal.

TIMETABLE:

The agreement for Bond Counsel Services shall become effective immediately upon execution of an agreement by all parties and shall remain in effect until, at the City's discretion, the conclusion of all activities related to the sale of the related bond issues.

QUALIFICATIONS:

In determining the qualifications of a proposer, the City may consider the firm's record in the performance of any contracts for similar work into which the firm may have previously entered; and the City expressly reserves the right to reject the proposal of such firm if such record discloses that the firm, in the opinion of the City, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, materialmen or employees.

The City may make such investigation as it deems necessary to determine the ability of the firm to perform the work, and the firm shall furnish to the City all such information and data for this purpose as the City may request.

DISQUALIFICATION OF PROPOSALS:

Any or all proposals will be rejected if there is reason to believe that collusion exists among the firms, and all participants in such collusion will not be considered in future proposal for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No contract will be awarded except to competent firms capable of performing the class of work contemplated.

PAYMENT:

The City, after entering into a contract, and in consideration of the faithful performance of all and singular covenants, promises, and agreements contained herein, agrees to pay the successful firm for the work embraced in this contract, within thirty (30) days of the receipt of the partial or final invoice.

The successful firm shall submit invoices to the following address:

Brenda Reginatto
Accounts Payable
City of Torrington
140 Main Street
Torrington, CT 06790

All prices as quoted in the proposal response or negotiated with the vendor subsequently must remain the same for a period of ninety (90) days after the proposal closing date or the negotiated date, whichever is the latest.

AWARD:

The City of Torrington reserves the right to accept or reject any proposal to best serve its interest or to hold the proposals for 90 days before decision.

The City of Torrington reserves the right to make an award based solely on the proposals or to negotiate further with one or more respondent.

Acceptance of any firm's response does not place the City of Torrington under any obligation to accept the lowest priced response.

INCURRING COSTS:

The City of Torrington is not liable for any cost incurred by any respondent prior to the issuance of a contract and purchase order.

MISCELLANEOUS:

Respondent should submit as part of their proposal a copy of their standard terms and conditions of the contract.

Respondents should make every attempt to use terminology in their proposal that is common to the industry. Comparable terminology may be substituted where appropriate if the respondent provides clear and concise definitions.

TERMINATION:

Following implementation, should the City find that the firm has failed in any material respect to perform its agreed upon obligations under the agreement, the engagement may be terminated by the Mayor upon ninety (90) days advance written notice to the other party. In the event of termination of this agreement as a result of a breach by contractor hereunder, the City shall not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be

responsible for direct and consequential damages as a result of its breach, including but not limited to extra costs required under the new agreement for similar services.

**REQUEST FOR PROPOSALS
BOND COUNSEL SERVICES
PROPOSAL PAGE**

Issued: February 3, 2010

Reply Date: February 24, 2010

To: City of Torrington
Pennie Zucco, Purchasing Agent
Temporary City Hall
59 Field Street, Torrington, CT 06790

THE PROPOSAL MUST BE SIGNED BY THE RESPONDENT TO BE ACCEPTED:	
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COMPANY NAME	SIGNATURE AND TITLE

We, the undersigned submit our proposal to provide Bond Counsel Services for the City of Torrington for a policy period of two years in accordance with the Scope of Services outlined in this request and submit for your consideration the following:

RESPONDENT CHECKLIST

We have submitted the following for your review:

- 1. Letter of Transmittal _____
- 2. Statement of Firms Experience & Qualification _____
- 3. Resume of Key Personnel _____
- 4. Fee Schedule _____
- 5. Non-Collusive Statement _____
- 6. Submit eight (8) copies of proposal _____

Receipt of Addenda is acknowledged:

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

We understand that the proposal page must be submitted with this request and be signed by an authorized agent of our organization to be accepted by the City of Torrington.

Date: _____

Name of Organization: _____

Address of Local Office: _____

Address of Principal Office: _____

Name and Title of Agent Submitting Proposal (Who may be contacted with questions regarding this proposal).

Telephone Number: _____ Fax Number: _____

Name and Title of Individual with engagement authority:

**CITY OF TORRINGTON
RFP #BCS-017-022410
BOND COUNSEL SERVICES
NON-COLLUSIVE BID STATEMENT**

All proposers are required to sign a Non-Collusive Statement with all public bids as follows:

1. The proposal has been arrived at by the proposer, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other firm or services described in the request for proposals designed to limit independent bidding or competition and

2. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid, and will not be communicated to any other person or public official of the Town prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number