

EXHIBIT A

(CITY OF STAMFORD REQUEST FOR PROPOSALS NO. 686)

**MAYOR
DAVID R. MARTIN**



**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-5253
Email: baveni@stamfordct.gov**

**CITY OF STAMFORD
OFFICE OF ADMINISTRATION
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901-2152**

REQUEST FOR PROPOSALS No. 686

BOND COUNSEL SERVICES

PROPOSALS DUE:

AUGUST 6, 2015 @ 4:00 P.M.

SUBMIT TO:

**CITY OF STAMFORD
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152**

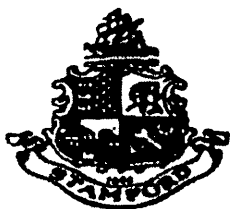
ATTENTION:

**BEVERLY A. AVENI
AT (203) 977-4107 OR
baveni@stamfordct.gov**

NUMBER OF COPIES REQUIRED:

**ONE ORIGINAL AND THREE (3)
COPIES, ALONG WITH TWO (2)
ELECTRONIC VERSIONS
(CD ROM OR USB DRIVE)**

**Date Issued: (6/30/15)
(REV: 12-2-13)**

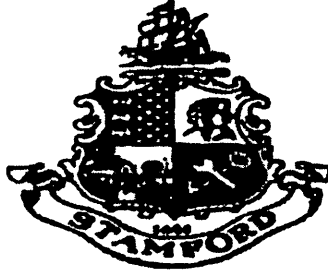


CITY OF STAMFORD, CONNECTICUT

NOTE

EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPARTMENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, (IF APPLICABLE).

Effective: 1/2/09



CITY OF STAMFORD, CONNECTICUT

IMPORTANT

Caution : The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

- 1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.**
- 2. The City is not responsible for the confidentiality of information transmitted over the Internet.**
- 3. The City makes no guarantee as to the completeness or accuracy of downloaded "Request for Bid", "Request for Proposal" or "Request for Qualification".**
- 4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.**

Non-Collusion Certification – RFP/RFQ

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

EFFECTIVE: 12/8/05

**MAYOR
DAVID R. MARTIN**



**CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
588 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/2/13)**

**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-8283
Email: baveni@ci.stamford.ct.us**

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

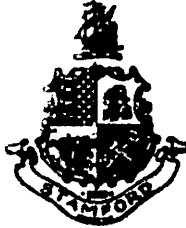
(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

**MAYOR
DAVID R. MARTIN**



**CITY OF STAMFORD
OFFICE OF POLICY & MANAGEMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/2/13)**

**PURCHASING AGENT
BEVERLY A. AVENI
Phone: (203) 977-4107
FAX: (203) 977-8283
Email: baveni@ci.stamford.ct.us**

GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Contractor fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Contractor's breach of this Agreement.

4. REVIEW OF WORK. The Contractor will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Contractor or loss of or damage to property, resulting directly or indirectly from the Contractor's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Contractors and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Contractor's obligation to indemnify the City, the Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Contractor by the City and continues at all times thereafter.

The Contractor shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Contractor's performance of this Agreement.

6. ASSIGNMENT. The Contractor shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Contractor shall provide and pay for such insurance as is set forth in Exhibit A - Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATION. The Contractor represents that it is an expert in relation to the work to be performed under this Agreement. The Contractor further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Contractor's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

12. SUBCONTRACTING. The Contractor is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subcontractors proposed to be used by the Contractor. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Contractor agrees to supply the City with the names and addresses of all subcontractors to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Contractor that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Contractor shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Contractor. The provisions of the City Code can be found at www.municode.com

15. TERMINATION. A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor and/or its subcontractors under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF STAMFORD

Beverly A. Aveni
Purchasing Agent

Date: _____

By _____
David R. Martin
Mayor

Date: _____

THE CONTRACTOR

Witness

By _____
Date: _____

Approved as to Form:

Approved as to Insurance:

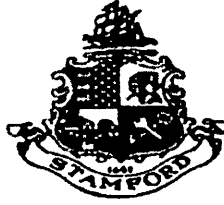
B. Rosenberg
Asst. Corp. Counsel

Date: _____

A. M. Mones
Risk Manager

Date: _____

REVISED: 12/2/13



THE CITY OF STAMFORD

**REQUEST FOR PROPOSALS
FOR**

RFP No. 686

BOND COUNSEL SERVICES

Introduction

The City of Stamford, Connecticut Office of Administration is requesting proposals from qualified law firms to provide legal advice and assistance in connection with the City of Stamford's public financing and revenue activities and related General Obligation bond issuances and transactions, including but not limited to, tax supported short term note issues. The City of Stamford ("City") is further seeking legal advice and assistance from qualified law firms in relation to general legal advice and recommendations on matters pertaining to the City's debt and debt service programs.

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.

The City is an issuer of general obligation and other type of debt. The City holds a AAA rating from Standard & Poor's and a Aa1 from Moody's Investor Services.

The City website has archived electronic copies of recent Consolidated Annual Financial Reports (CAFRs), Official Statements and its most recent Safe Debt Recommendation. These can be found at www.stamfordct.gov – follow the link to the Controller's Office.

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Office of Administration, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or her designee.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Michael Handler
Director of Administration
City of Stamford
888 Washington Boulevard
Stamford, CT 06901
T: 203-977-4182
mhandler@stamfordct.gov

The deadline for submitting questions related to this RFP is Thursday, July 16, 2015. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

Addenda to RFP

Amendments to this RFP may be necessary prior to 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.

Submission of Proposals

Each proposer must submit one original and seven (7) copies, along with two (2) electronic copies (CD ROM or USB Drive) of the 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 the date and time the proposal is due to:

Beverly Aveni
Purchasing Agent
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Bond Counsel Services

These proposals must be received by the City no later than Thursday, August 6, 2015, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

A proposer may correct, modify, or withdraw a proposal by sealed written notice, clearly marked as a correction, modification, or withdrawal, and received by the Purchasing Department prior to the time and date set forth for proposal submission.

Proprietary Information

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

Prime Contractor Responsibility

Vendors submitting proposals to this RFP may not utilize the service of subcontractors without the prior written approval of the City of Stamford.

Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever:

The contractor shall default in the performance of his/her contract and shall default within the period specified by the contracting officer in a notice specifying default; or

The contracting officer shall determine that termination is in the best interest of the Office of Administration or the City of Stamford.

Termination will be effected by delivery to the contractor of a notice to terminate, stating the date upon which the termination becomes effective.

In the event of termination of this agreement as a result of a breach by the contractor hereunder, the City shall not be liable for any fees and may, at its sole option, award an agreement of 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 of similar services.

Ambiguity in the Request for Proposals (RFP)

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

Ownership Information

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect.

Contract Agreement

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford.

The contract award resulting from this RFP shall encompass the period of time necessary for the requested services to be rendered in anticipation of the debt issuances that will occur from July 1, 2015 through June 30, 2018. The initial contract term shall be for a period of three (3) years. However, this contract may be renewed by mutual agreement between the parties to cover bond counsel services for future debt issues covering an additional period of two (2) years.

The extent and character of the Bond Counsel services to be performed by the firm shall be subject to the general control and approval of the Director of Administration, or his/her authorized representative (i.e. City Controller). The firm shall not comply with requests and/or orders issued by other than the Director of Administration or his/her designee acting within their authority for the City. Any change to the contract must be approved by the Purchasing Agent.

The contract may be terminated by the City upon ninety (90) days advance written notice to the other party; but 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 City until said work or services are completed and accepted.

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

Competition Intended

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

Tax Exempt

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

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 City. The firm shall provide transactional assistance for periodic general obligation bond issues, notes or other financing instruments that are intended to finance the City'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 City such as revenue bonds; 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 City; however, the City's Director of Legal Affairs reserves the right to solicit and contract with other attorneys, as the need may arise, in connection with General Obligation Bonds of the City and legal matters related or unrelated thereto in accordance with said Director's powers under the Stamford Charter and Code of Ordinances.

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

- Assisting in planning the financing and structuring the debt issue.
- Reviewing the transcripts of proceedings of the respective Boards of Finance and Representatives taken to authorize the debt and ensuring that there is legal authority to issue the debt.
- Preparing the bond proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale and delivery of the bonds or other debt.
- Drafting and/or reviewing of appropriate resolutions authorizing the issuance of the debt.
- Assisting in various aspects of preparing the official statements or other disclosure documents to be disseminated in connection with the issuance of debt.
- Obtaining from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue.
- Rendering legal opinions approving the validity of the debt. In this capacity bond counsel shall inform the City 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.

- Preparing the official transcript of bond authorization and proceedings, and making such transcript available to the City in electronic format in a timely manner.
- Preparing Continuing Disclosure Agreements in accordance with the rules and requirements of the Securities and Exchange Commission.
- Rendering legal opinions on such related matters as:
 - a. the applicability of particular provisions of the Federal and State securities laws;
 - b. the applicability of tax law provisions governing estate and gift taxation;
 - c. The eligibility of the debt for investment by various fiduciaries and other regulated investors;
 - d. the status of the debt and related obligations under laws relating to creditors' rights;
 - e. the validity and enforceability of security agreements, indentures, and other documents related to the debt and its security; and
 - f. any and all other matters that are reasonably related to the duties of the bond counsel described herein, upon written request of the City.
- Assisting in representing information to rating agencies and bond insurers.
- Assisting in other specified activities related to debt.
- Advising the City on legal considerations relating to financing alternatives within the context of statutory and constitutional constraints.
- Answering questions about the debt by prospective purchasers in the secondary market or by public officials.
- Answering questions about the application of "arbitrage" and other Federal tax regulations, the City'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.
- Assisting the City with ongoing and periodic improvements to its system of planning and allocating bond proceeds across capital projects in the City's general fund and other funds. This includes, but shall not be limited to, assistance with compliance with local charter requirements related to the City's Safe Debt Limit.
- Assistance with debt related issues with the State's school construction program, Clean Water Fund, CREBs, QZABs or with other grantors that support the City's capital program.

Proposal Content

To enable the City to compare the proposals received, we ask that your proposal include the information specified below, in the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Background on the Firm and its Personnel

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

Experience and Performance

- 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 five (5) calendar years.
- Identify each Connecticut bond and note issue for which you have rendered a bond counsel opinion in each of the calendar years 2010, 2011, 2012, 2013 and 2014.
- The City has upwards of four hundred fifty (450) active capital projects being financed under various capital budgets at any one time. Please discuss your experience working with multiple authorizations in large and complex municipal organizations.
- 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.

- Discuss your firm's tax capabilities and experience, including its experience in handling complex tax questions. Provide specific examples and the identity of those responsible in the firm for the tax work and their expertise.
- 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.
- Discuss one or more significant tax or arbitrage issues that your firm has dealt with for municipal clients and how such issues were resolved.
- 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.
- Discuss your firm's experience in representing municipalities in connection with financings pursuant to the State of Connecticut's Clean Water Fund Program. Include in your description the financings for which your firm has acted as sole bond counsel.
- Discuss your firm's approach to transactions involving interest rate swaps and variable rate debt.
- Discuss your firm's approach to transactions involving collateralized investment agreements or similar investments.

Fee

The City 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 City. However, the City typically funds \$30 million to \$50 million of capital improvements with GO bond proceeds each year. The City's enacted 2015-16 Capital Projects Budget is available at the Policy and Management portion of the Office of Administration section of the City's web page at www.cityofstamford.org, as is the City's Safe Debt Limit recommendation on the Controller's link at that site.

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 Refundings; Bond Anticipation Notes; Clean Water Fund IFOs (GO); Clean Water Fund IFOs (revenue pledge); Revenue Bond issues; Lease-backed Debt issues; Clean Water Fund PLOs; and Variable Rate issues.

Offerors may include alternative fee proposals, in addition to but not in lieu of, a fixed price proposal as described herein.

Other Information

Provide any other information that you believe will assist the City of Stamford in making its selection. Such information may be in this last section of your proposal or may be presented in one or more appendices.

Basis for the Award

Proposals will be evaluated by employees and officials of the City of Stamford, convened for this purpose. Proposals will be evaluated on a predetermined set of criteria including, but not limited to:

- 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.
- Qualifications and references of key personnel and of the firm.
- Overall completeness, clarity and quality of proposal.
- Cost of services (i.e. fee proposal).

During the evaluation process, the selection committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The City of Stamford reserves the right to reject any or all proposals submitted, to request additional information from any Proposer, and to negotiate with any of the Proposers regarding the terms of the engagement. The City of Stamford intends to select the firm that, in its opinion, best meets the City's needs, not necessarily the firm that proposes the lowest fees.

APPENDIX A

**City of Stamford
Insurance Requirements For RFP**

Bond Counsel Services

The Vendor shall maintain throughout the entire term of its Agreement with the City of Stamford the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability and personal injury and advertising liability:
 - Must be written on an occurrence basis;
 - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following completion of the contract;
 - Contractual liability must insure any indemnities contained in the contract;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate.

2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
 - City of Stamford and its employees, agents and officers to be designated as additional insureds;
 - Coverage shall apply to all owned, non-owned and leased (rental) vehicles;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate.

3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.

4. ***Employer's liability*** insurance, with minimum limits of liability of \$100,000 each accident, \$100,000 disease, each employee and \$100,000 disease policy limit.

5. ***Professional liability*** insurance, which covers the services of the Vendor as defined in this RFP. Minimum limit of liability is \$3,000,000.

6. ***Fidelity insurance (crime)*** with a limit of liability of \$5,000,000. Coverage shall include, but not be limited to, loss of assets by the City of Stamford, which are caused by or attributable to theft by the Vendor's employees, agents and officers.

Additional Requirements:

- Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain retro-active date of the date the contract is executed or commencement of services, whichever is earlier and an extended reporting period of not less than three (3) years following termination of the contract or completion of the services provided hereunder, whichever is later.
- The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the general liability and automobile liability insurance.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- The Vendor agrees to waive any claim, right of claim against the City of Stamford, which is or may be insured under any of the insurance policies required hereunder. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Vendor shall provide certificates of insurance, which evidence the insurance required hereunder.
- All insurance coverage required to be maintained by the Vendor shall be primary insurance, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford.
- Maintenance of insurance by the Vendor shall not serve to limit in any way the liability of the Vendor arising out of any services provided under this Agreement.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AVOID, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Full Name of Insurance Agency
 Street Address
 City, State Zip Code
 Telephone Number / Facsimile Number

INSURED

Name of Named Insured
 Street Address
 City, State Zip Code
 Telephone Number / Facsimile Number

COMPANY A	Name of Insurance Company
COMPANY B	Name of Insurance Company
COMPANY C	Name of Insurance Company

COVERAGES

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

CO CLAIMS

CO	LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/M/D/Y)	POLICY EXPIRATION DATE (M/M/D/Y)	LIMITS
----	-----	-------------------	---------------	---------------------------------	----------------------------------	--------

A	X	GENERAL LIABILITY (FOREIGN)	XXXXXX	XX/XX/XX	XX/XX/XX	\$ 2,000,000
		COMMERCIAL GENERAL LIABILITY	XXX	XX/XX/XX	XX/XX/XX	\$ 2,000,000
A	X	OWNERS & CONT PROP				\$1,000,000
		CLAIMS MADE				\$2,000,000
A	X	ANY AUTO	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$1,000,000
		ALL OWNED AUTOS				
A	X	SCHEDULED AUTOS				
		HIRE AUTOS				
A	X	NON-OWNED AUTOS				
		PROPERTY DAMAGE				\$

A	X	EXCESS LIABILITY				
		Umbrella Form				
A	X	Crime (fidelity) Insurance	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$5,000,000
		Limit each claim				\$5,000,000
A	X	Coverage includes theft of City of Stamford assets by Insured's employees, agents, officers.				
		AGGREGATE				\$

B	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$
		STANDARD LIMITS				\$
B	X	Umbrella Form				\$
		OTHER THAN UMBRELLA FORM				\$

C	X	Professional liability insurance, which covers the professional services to be performed by Vendor.	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$100,000
		Limit of liability shall be, at a minimum, \$3,000,000 per incident / claim.				\$100,000
C	X	EMPLOYERS' LIABILITY				\$100,000
		EACH ACCIDENT				\$100,000
C	X	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE				\$100,000
		DISEASE - POLICY LIMIT				\$100,000
C	X	EXCL				\$100,000
		DISEASE - EACH EMPLOYEE				\$100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder are primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation under all insurance required hereunder apply to City of Stamford and its employees, agents and officers.

CERTIFICATE HOLDER

City of Stamford and its employees, agents and officers

888 Washington Boulevard
 Stamford, CT 06853

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

17