

TOWN OF GLASTONBURY
PROFESSIONAL SERVICES PROCUREMENT NOTICE
REQUEST FOR QUALIFICATIONS
Legal Services – Bond Counsel
RPGL-2022-04

DUE DATE AND TIME: June 15, 2021 by 11:00 AM

The Town of Glastonbury will be accepting proposals from qualified law firms and individual attorneys interested in providing legal services to the Town for bond counsel in connection with future financing activities that may be executed in connection with various projects. Respondents wishing to submit a proposal for this solicitation are directed to respond online through a secure e-Procurement portal.

Responses can be submitted at the following link: <https://app.negometrix.com/buyer/2832>, under the RFP title “*RPGL-2022-04 Legal Services – Bond Counsel*”. Respondents will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website:

<https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4>

Interested individuals and firms should obtain the complete RFP and related information from the Town’s website at www.glastonbury-ct.gov. Responses to the Proposal must be submitted electronically no later than the time and date indicated above. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the Town.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority / Women / Disadvantaged Business Enterprises are encouraged to submit a proposal.

Mary F. Visone
Purchasing Agent

**Town of Glastonbury, CT
Request for Qualifications
Legal Services – Bond Counsel
RPGL-2022-04**

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Town of Glastonbury, CT
Request for Qualifications
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I. GENERAL INFORMATION

A. INTRODUCTION

The Town of Glastonbury is soliciting a Request for Qualifications (RFQ) from qualified law firms and individual attorneys interested in providing legal services to the Town for bond counsel in connection with future financing activities that may be executed in connection with various projects. Interested parties should submit a proposal response in accordance with the requirements and directions herein.

B. BACKGROUND INFORMATION

The Town of Glastonbury has historically engaged the services of a Town Attorney and an Alternate Town Attorney through a periodic Request for Qualifications process. The term of the appointment is generally two (2) or three (3) years subject to final Town Council action following the Town Attorney selection process. A separate RFQ process is typically conducted through the Town Manager for legal services involving Tax & Assessment matters and Labor and Employee Relations matters. The process described herein is for bond counsel in connection with future financing activities that may be executed in connection with various projects.

C. TERM OF SERVICE

The selected firm or individual will be expected to commence services as soon as reasonably practical following the selection process and subject to agreement execution. The term of appointment will be two (2) or three (3) years with an option to extend for an additional two years, subject to final action following the selection process. The Town of Glastonbury reserves the right to cancel this proposal process at any time should any of the following conditions exist or as deemed in the best interest of the Town:

- Funds are not appropriated to allow continuance of this agreement.
- The Town, through changes in its requirements or method of operation, no longer has a need for this service.
- The Town is not satisfied with the level of services provided under the agreement or the contractor fails to comply with any terms and conditions outlined in the agreement.

II. SCOPE OF SERVICES

A. SPECIFIC SERVICES

Legal counsel and advice on bond issues as required to the Town Manager, Director of Finance and others as expressly authorized on a variety of projects pertaining to bond counsel. The delivery of legal services is coordinated through the Town Manager and may only be requested by the Town Manager and Director of Finance as authorized by the Town Manager.

Examples of legal services include:

- Legal services relating to the planning and development of any proposed bond issues and the tax implications of the use of the proceeds of such bonds, including the tax implications of the use of the projects being financed by the issuance of such bonds for the purposes of structuring, issuance and sale of its various obligations to finance various Town projects;
- Attendance and participation in meetings for the development or sale of the bonds, or the dissemination of information in connection therewith, if determined by the Town to be necessary;
- Drafting or reviewing necessary documents and, if determined by the Town to be necessary, handling or participating in legal or administrative proceedings in connection with the authorization, sale, issuance and delivery of the bonds to ensure compliance with appropriate Federal and State laws;
- Furnishing the approving legal opinion, acceptable to the Town and the purchasers of the bonds, setting forth a description of the bonds and an opinion as to the validity of the bonds, the lien on the revenues pledged to the bonds, the exclusion of interest on the bonds for federal income tax purposes, the exemption of the bonds from taxes of the State of Connecticut, and other matters customarily covered by such approving legal opinion;
- Furnishing a supplemental bond counsel opinion regarding the fairness and accuracy of certain information in the Preliminary Official Statement and Official Statement regarding the description of the bonds, the security for the bonds and the tax exemption of the bonds and interest thereon;
- Be accessible to the Town Manager and Director of Finance to provide legal assistance and counsel as applicable;
- All other matters typically associated with Bond Counsel;
- Other services as may be directed by the Town Manager or others so expressly authorized.

B. INSURANCE

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent's Commercial General Liability and

Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
 - A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

- 2) Commercial General Liability:
 - Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
 - Limits of Liability for Bodily Injury and Building Damage
 - Each Occurrence \$1,000,000
 - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
 - A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

- 3) Automobile Insurance:
 - Including all owned, hired, borrowed and non-owned vehicles
 - Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000
 - A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and its employees and agents.

- 4) Professional Liability
 - \$1,000,000 Occurrence/\$1,000,000 Aggregate

- 5) Errors and Omissions Liability or Professional Services Liability Policy
 - Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. The awarded respondent(s) will be responsible to provide written notice to the Owner 60 days prior to cancellation of any insurance policy.
 - The respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

The respondent shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

The respondent shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The awarded Respondent(s) will be responsible to provide written notice to the Owner 30 days prior to cancellation or non-renewal of any insurance policy. The

Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The respondent shall provide the Town copies of any such insurance policies upon request.

INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the Town of Glastonbury and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Town or any of its consultants, agents, or employees by any employee of the Respondent, by an person or organization directly or indirectly employed by Respondent to perform or furnish any of the work, or by anyone for whose acts Respondent may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Respondent under worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts.

The above insurance requirements are the Town's general requirement. Insurance requirements with the awarded respondent are subject to final negotiations.

III. SUBMISSION OF PROPOSAL

A. PROPOSAL INSTRUCTIONS

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFQ and you are capable of performing the work to achieve the Town's objectives. Respondents should clearly describe the specific legal services for which their proposal is submitted with the understanding this Request for Qualifications is intended for legal services for bond counsel.

Respondents submitting a proposal for this solicitation are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <https://app.negometrix.com/buyer/2832> under the RFP title "*RPGL-2022-04- Legal Services – Bond Counsel*". Respondents will be required to create a profile before submitting their proposal. Step-by-step instructions on how to register as a vendor are available at this website: <https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4>

Respondents will be required to upload their response in **one consolidated pdf file** which includes the following:

1. Proposal Response as per the requirements herein
2. Attachment A -Town of Glastonbury Response Page
3. Attachment B -Town of Glastonbury Non-Collusion Statement

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein and presented and clearly marked in the order within this written proposal.

- a. Table of Contents to include clear identification of the material provided by section and number.
- b. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Town in making a selection. This letter must be signed by a person legally authorized to bind the firm to an agreement. This letter also must affirm that the firm or their representative has made themselves knowledgeable of those matters and conditions in the Town which would influence this Proposal.
- c. Name and telephone number of person(s) to be contacted for further information or clarification.
- d. A background and qualifications statement including, name of firm/individual, capabilities, and description and history of your firm and the servicing office.
- e. Include a list of not less than three municipal client references (cities or towns) for which services similar bond counsel services, to those outlined herein have been provided within the past five (5) years or are currently being provided. This list shall include the following information:
 1. Name of the city/town

2. Timeframe of bond counsel services
3. Bond counsel services being provided by the firm and most particularly the principal contact attorney and other attorneys which would be assigned to the Town of Glastonbury.
4. Name, address, and telephone number of the principal contact of the city/town.

The Town reserves the right to contact these organizations regarding the services performed by the firm.

- f. List of personnel to be assigned to this project, including the principal contact attorney. Please list the number of years of experience in their current position, municipalities served and their roles in providing services. Also provide their resumes, and document the chain of command for these individuals.

Understanding of the Scope of Work. Include information that explains your firm's ability to perform, implement and administer these services, emphasizing experience with other municipalities. Summarize all areas of expertise and experience as related to municipal bond counsel.

- g. A detailed description of how the law firm or individual attorney will supply legal services to the Town and general approach to serving as Legal Counsel for the services referenced herein including availability and responsiveness.
- h. A listing of any grievances filed, with the outcome, against the law firm or individual attorney within the past five (5) years.
- i. A detailed proposal regarding the costs and expenses involved for the provision of legal services pertaining to bond counsel, including any retainer, hourly rates of personnel providing these services, discounts, invoiced expenses, annual caps, and other costs involved. Please also detail any administrative costs that the firm/individual will bill the Town. For example: copier, computer research, postage, messenger, long distance phone calls. The term of appointment will be two (2) or three (3) years with an option to extend for an additional two years, subject to final action following the selection process. Each firm/individual submitting a proposal is requested to detail their fee proposal on a 2 and 3 year basis. Any influence the term of agreement may have on legal fees, cost containment or any other elements of legal services should be noted. Respondent may also include any alternative cost solutions they want the Town to consider.
- j. Describe what method of communication your firm utilizes to provide updates of pertinent information, such as new public acts, rulings and trends. For example: newsletters, electronic mailings, other.
- k. A concluding statement as to why the respondent is best qualified to meet the needs of the Town, including any other information relative to this proposal.
- l. **Proposal Response Page (ATTACHMENT A).** Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on ATTACHMENT A. The

selected respondent will also be required to complete and sign a Consultant Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov . Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**.

m. Signed Non-Collusion Statement (ATTACHMENT B)

- n. Description of any exceptions taken to this RFQ. If any proposal involves any exception from the stated requirements and specifications, they must be clearly noted as exceptions and attached to the proposal.

B. TOWN CONTACTS

1. All technical inquires relative to this RFQ must be directed in writing to Mr. Richard J. Johnson, Town Manager at 2155 Main Street, Glastonbury, CT 06033 or richard.johnson@glastonbury-ct.gov.
2. For administrative or procurement questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent at purchasing@glastonbury-ct.gov.
3. All questions, answers, and/or addenda, as applicable will be posted on the Town's website. Responses to requests for more specific agreement information than is contained in the RFQ shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least five (5) business days prior to the advertised response deadline. **It is the respondent's responsibility to check the website for any addenda prior to submission of any proposal.**
4. No other Glastonbury Town employee, elected official, or evaluation committee member should be contacted concerning this RFQ during the proposal process. Failure to comply with this requirement may result in disqualification.

III. EVALUATION AND SELECTION PROCESS

A. EVALUATION CRITERIA

The following factors will be considered by the Town when evaluating proposals.

- Accuracy, overall quality, thoroughness and responsiveness to the Town's requirements as summarized herein, including any exceptions attached or contained in the proposal.
- Firm's overall familiarity with municipal bond counsel services, including demonstrated successful performance on other municipal accounts; with particular emphasis on the qualifications and municipal experience of the attorney to serve as the principal contact and other attorney's expected to be most involved in Town matters.

- Firm’s general approach to serving as Bond Counsel for the services referenced herein including availability and responsiveness.
- Fee Structure
- Demonstrated flexibility, efficiency and timeliness in providing day to day service to municipal clients.

REFERENCES

As part of the overall evaluation, The Town of Glastonbury shall review references provided in the respondent’s proposal to determine the quality of services performed for other municipal clients.

B. SELECTION PROCESS

This request for qualifications does not commit the Town of Glastonbury to award an agreement or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request for qualifications become the property of the Town of Glastonbury. The Town of Glastonbury reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the agreement for an additional period, or to cancel in part or in its entirety the request for qualifications, and to waive any informality if it is in the best interests of the Town to do so.

A Selection Committee, appointed by the Town Manager, will evaluate all proposals received for completeness and the respondent’s ability to meet all requirements as outlined in this proposal. The Committee will then short list the specific firms whose proposals best meet all criteria required and may conduct interviews with these firms. Upon completion of interviews, the Selection Committee will forward to the Town Manager a list of firms recommended for further consideration.

Based on the results of the interview process, the Town Manager or his designee will review the Scope of Services, fee proposals, and other factors with the top-rated firm(s) and negotiate a specific agreement based on these discussions.

Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original proposal submitted.

C. TIMELINE

The following schedule is anticipated. The Town intends to adhere to this schedule as closely as possible but reserves the right to modify the schedule in the best interest of the Town as required.

| | |
|---------------------------------|--|
| Publicize RFQ | May 24, 2021 |
| RFQ Due Date | June 15, 2021 by 11 AM |
| Interviews with Top Respondents | The morning of June 29, 2021 or The morning of June 30, 2021 Respondents are asked to confirm their availability for these dates. |
| Agreement Effective Date | TBD |

**ATTACHMENT A
PROPOSAL RESPONSE FORM**



BID / PROPOSAL NO: RPGL-2022-04 **DATE DUE:** June 15, 2021 by 11 AM
DATE ADVERTISED: May 24, 2021 **TIME DUE:** 11:00 AM

NAME OF PROJECT: Legal Services – Bond Counsel

Insert this completed form in respondent's proposal

The Respondent acknowledges receipt of the following Addenda:

Addendum #1 _____ (Initial/Date) **Addendum #2** _____ (Initial/Date) **Addendum #3** _____ (Initial/Date)

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I /We are selected. Yes _____ No _____ *

***Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Agent has not agreed to the above statement.**

| | |
|---|---------------------------------------|
| _____ | _____ |
| Type or Print Name of Individual | Doing Business as (Trade Name) |
| _____ | _____ |
| Signature of Individual | Street Address |
| _____ | _____ |
| Title | City, State, Zip Code |
| _____ | _____ |
| Date | Telephone Number / Fax Number |
| _____ | _____ |
| E-mail Address | SS # or TIN# |

ATTACHMENT B

**Legal Services – Bond Counsel
RPGL-2022-04**

NON-COLLUSION STATEMENT

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____