

Project #2017-BC

REQUEST FOR PROPOSAL FOR MUNICIPAL BOND COUNSEL

**Issued by the
Village of Dobbs Ferry**

**112 Main Street
Dobbs Ferry, New York 10522
www.dobbsferry.com**

**Date Issued:
January 20, 2017**

**Response Due By:
Wednesday, March 15, 2017
11:00 AM**

**REQUEST FOR PROPOSAL & QUALIFICATIONS (RFP)
FOR
MUNICIPAL BOND COUNSEL**

I. PURPOSE AND INTENT

Through this Request for Proposal & Qualifications (RFP), the Village of Dobbs Ferry (hereinafter the “Village”) seeks to engage a professional firm as Bond Counsel, commencing June 1, 2017 or upon appointment, whichever is later. This contract will be awarded through a fair and open process.

II. PROPOSAL SUBMISSION

An original (clearly marked as the “ORIGINAL”) and six (6) full, complete and exact copies of each proposal shall be submitted in a sealed envelope. The sealed envelope must be marked “REQUEST FOR PROPOSAL - BOND COUNSEL SERVICES” and addressed to:

Jeff Chuhta
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

The proposal must be received no later than March 15, 2017 at 11:00 AM

Proposals will be publicly opened immediately thereafter in the Village Board Room located at 112 Main Street, Dobbs Ferry, NY 10522.

**Faxed proposals will not be accepted
Proposals received after the deadline will not be considered.**

Any inquiry concerning this RFP should be directed in writing to:

Jeff Chuhta – Village Treasurer
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522
jchuhta@dobbsferry.com

All documents/information submitted in response to this solicitation shall be available to the general public. The Village will not be responsible for any costs associated with the oral or written presentation of the proposals. The Village of Dobbs Ferry reserves the right to reject any proposals, with or without cause, and waive any irregularities or informalities in the proposals. The Village further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Village reserves the right to re-solicit proposals.

III. GENERAL INFORMATION ON THE VILLAGE OF DOBBS FERRY

The Village of Dobbs Ferry has a population of approximately 11,000 people. The Village encompasses approximately 3.2 square miles and is located along the lower western edge of Westchester County, bordering the Hudson River about 15 miles north of New York City. It is an incorporated Village in the Town of Greenburgh and is adjacent to the Villages of Tarrytown, Irvington, Ardsley, and Elmsford.

The Village of Dobbs Ferry was established in 1873 and is a political subdivision of the State of New York. The Village Board is the legislative, appropriating, governing and policy determining body of the Village and consists of six Trustees plus the Mayor, who all serve a non-concurrent two year terms. The Administrator is the chief operating officer of the Village and is appointed by the Village Board. The Village Treasurer acts as the custodian of the Village's funds, the Village Clerk acts as the custodian of the Village's official records and are appointed by the Village Board.

The Village provides a number of government services to its residents including police protection through a force of approximately 28 officers; a local justice court that handles minor criminal and civil cases; refuse collection; parks and recreation services, which include two parks and a community center; highway services and zoning and planning administration. The Village also operates a public library. Services to senior citizens include various special programs to which free transportation is often provided. Residents of the Village receive water services from the Village through New York City's water system. Sewer collection and treatment services for the Village are provided by the Westchester County Sewer District. Fire protection is provided by the Village volunteer fire department.

The Village of Irvington employs approximately 70 full-time employees, 35 part-time employees and 110 seasonal employees. Additional information about the Village of Dobbs Ferry can be obtained at www.dobbsferry.com.

IV. MINIMUM QUALIFICATIONS

See Exhibit A.

V. MANDATORY CONTENTS OF PROPOSAL

In addition to demonstrating an ability to meet all minimum qualifications in Exhibit A, the firm must also include and address the following:

1. **Contact Information:** Provide the name and address of the firm; the name, telephone number, fax number, and email address of the individual who is responsible for the preparation of the proposal.
2. **Key Personnel:** Identify the members of your firm who will be assigned to this engagement. Identify who would be the Village's primary and secondary (if applicable) day-to-day contacts. This portion of proposal should include, at the minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with this firm.
3. **Proposed Fees and Expenses:** Please provide the rate for the following:
 - a) Preparation of Bond Resolutions
 - b) Bond Anticipation Notes
 - c) Issuance of General Obligation Bond
 - d) Issuance of Tax or Revenue Anticipation Notes
 - e) Refunding of prior issued bonds
 - f) Hourly fees for each of the individuals listed in the Key Personnel section above.

Discuss in what instances would your fees be charged on an hourly basis rather than on a "per issue" basis?

4. **Incidental Expenses:** Please indicate whatever other charges could apply for materials, transportation, mailing, etc.
5. **Executive Summary:** A summary of not more than two pages, identifying and substantiating why your firm is best qualified to provide services. Please include your firm's commitment to municipal finance and your firm's approach to servicing this engagement that will ensure that the Village will receive attentive, professional service.
6. **Client References:** Please provide five (5) references, including names, titles, telephone numbers and terms of engagement, **who are similar in size and/or proximity** to the Village of Dobbs Ferry that we may contact.
7. **Client List:** Please provide a list of New York State municipalities for which your firm is currently serving as Bond Counsel.

8. Litigation:

a) If the vendor or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three years, the bidder must provide a description of the litigation and/or disciplinary action.

b) A description of any ongoing investigations and/or litigation matters involving the applicant, its directors, officers and principals and any individuals, employed by the applicant that relate to the performance of the vendor in the proposed field of expertise.

9. Potential Conflicts of Interest: In its proposal, the vendor must identify any existing or potential conflicts of interest, and disclose any representation of parties or other relationships that might be considered a conflict of interest with regard to this engagement, or the Village.

VI. INSURANCE REQUIREMENTS

- See attached “Consultant’s Agreement” for minimum insurance required by contractors.

VII. INTERVIEW

The Administrator, Mayor, Trustees Village Treasurer and Village Clerk reserve the right to interview any or all of the applicants submitting a proposal. Although interviews may take place, the proposal shall be comprehensive and complete on its face. The Village reserves the right to request clarifying information subsequent to submission of the proposal.

VIII. SELECTION PROCESS

All proposals will be reviewed by the Village Treasurer to determine responsiveness. Non-responsive proposals will be rejected without evaluation. For vendors that satisfy IV “Minimum Requirements” and V “Mandatory Contents of Proposal” the Village will evaluate proposals based on the following evaluation criteria, separate or combined in some manner, and not necessarily listed in order of significance:

- (a) The vendor’s general approach to providing the services required under this RFP.
- (b) The vendor’s documented experience in successfully completing contracts of a similar size and scope to the engagement addressed by this RFP.
- (c) The qualifications and experience of the vendor’s management, supervisory or other key personnel assigned to the engagement, with emphasis documented experience in successfully completing work on contracts of similar size and scope to the services required by this RFP.

- (d) The overall ability of the vendor to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the vendor to perform the services required by this RFP; the availability and commitment to the engagement of the vendor's management, supervisory and other staff proposed.
- (e) Costs and fee schedules.

IX. SELECTION AND CONTRACT

The Village will select the vendor deemed most advantageous to the Village, price and other factors considered. The resulting contract will include this RFP, any clarifications or addenda thereto, the selected vendor will be expected to sign the attached Consultant Agreement for Professional Services.

Exhibit A

Village of Dobbs Ferry

Request for Proposal & Qualifications for Bond Counsel

Minimum Qualifications

Applicant vendors **must** establish that they meet the following minimum qualifications:

Bond Counsel:

Law firm experienced in municipal bonding, pooled financing procedures, bond law, and arbitrage. The applicant must meet and possess all certifications necessary to practice as a bond counsel in the State of New York. Additionally, as a minimum, the applicant shall have seven (7) years experience as a bond counsel for municipalities in the State of New York with similarly sized bonds. The applicant must demonstrate a high degree of knowledge and experience with municipal bonds of at least five million dollars, refinancing of existing bonds and helping the Village to structure its debt service so as to minimize impact to the taxpayers.

**VILLAGE OF DOBBS FERRY
CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 20__ by and between _____, located at _____ hereinafter referred to as "CONSULTANT" and the Village of Dobbs Ferry, New York located at 112 Main Street, Dobbs Ferry, New York 10522, hereinafter referred to as "OWNER".

WHEREAS, the Village of Dobbs Ferry intends to enter into a contract with the CONSULTANT for the purpose of furnishing certain consulting services in connection with the OWNER'S project _____;

WHEREAS, the CONSULTANT has represented that he possesses sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. SCOPE OF WORK

The CONSULTANT shall perform in a proper manner, satisfactory to the OWNER, the scope of services identified in Exhibit "A" attached hereto and incorporated herein.

II. TIME OF PERFORMANCE and TERM

The services to be performed hereunder shall commence upon receipt by the CONSULTANT of a written "Notice to Proceed" from the OWNER and completed within 6 months.

III. COMPENSATION AND PAYMENT

For satisfactory performance of the services described above, the OWNER shall pay to the CONSULTANT the not-to-exceed sum of \$_____ plus reimbursable expenses at cost, but not to exceed \$_____. The CONSULTANT shall bill the OWNER monthly for actual work completed in accordance with the hourly rate schedule in Exhibit "B" up to the not-to-exceed sum. Each invoice must clearly describe the services rendered to date by CONSULTANT. Any reimbursable expenses must be itemized separately on each invoice. The OWNER shall release payment to the CONSULTANT within 60 days of receipt of an approved invoice.

IV. **COMPLIANCE WITH LAWS**

The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

V. **SUBCONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the work under this Agreement.

VI. **INSPECTIONS**

All work performed by the CONSULTANT shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the work.

VII. **EXTRA WORK**

If the CONSULTANT is of the opinion that any work that the CONSULTANT has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify the OWNER, in writing, of this fact prior to beginning any of the work. In the event that the OWNER determines that such work does constitute extra work, the OWNER shall provide extra compensation to the CONSULTANT in a fair and equitable manner, either through a lump sum amount or on an hourly basis in accordance with the Salary Schedule attached in Exhibit "A".

VIII. **TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance, will not place any further orders and will promptly cancel all orders to subcontractors.

In the event of termination for convenience the OWNER shall pay the CONSULTANT for all work completed to date. However, in no event shall the OWNER be obligated to pay more than the Agreement value less any previously paid fees.

IX. DEFAULT

Should the CONSULTANT breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONSULTANT, the OWNER may:

- a) declare the CONSULTANT to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of work completed by the CONSULTANT and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

X. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONSULTANT, his subcontractors, agents or employees in connection with his services under this Agreement. The CONSULTANT specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

XI. INSURANCE REQUIREMENTS

The CONSULTANT shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the OWNER:

- | | |
|--------------------------------|---|
| 1.) Employer's Liability | \$1,000,000 |
| 2.) General Bodily Injury | \$1,000,000 each occurrence |
| 3.) General Property Damage | \$1,000,000 each occurrence |
| 4.) Automobile Bodily Injury | \$1,000,000 per injury and
\$1,000,000 each occurrence |
| 5.) Automobile Property Damage | \$1,000,000 each occurrence |
| 6.) Professional Liability | \$500,000 |

Prior to commencing performance, the CONSULTANT shall furnish the OWNER with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the Village of Irvington as additional insured. The Certificate shall provide for thirty (30) days written notice to the OWNER prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The OWNER shall be listed as an additional insured on coverages furnished under 1-6 inclusive.

XII. INDEPENDENT CONSULTANT

The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent consultant, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venture with the OWNER. The OWNER shall be the general administrator and coordinator of the CONSULTANT'S services for the Project.

XIII. RECORDS

The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONSULTANT.

All drawings, specifications, reports, information or data prepared by or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

XIV. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

XV. TRANSFERABILITY OF INTEREST

The CONSULTANT shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONSULTANT shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

XVI. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

XVII. SUPPLEMENTS TO AGREEMENTS

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" - Scope of Services
Exhibit "B" - Hourly Rate Schedule

XVIII. ENTIRE AGREEMENT - AMENDMENTS

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Dobbs Ferry
(OWNER)

(CONSULTANT)

Charlene Indelicato
Name

Name

Signature

Signature

Village Administrator
Title

Title