

Request for Proposal

Bond Counsel

Due Date: October 1, 2019 at 11:00 AM

T-20-01

**TOWN OF BROOKFIELD, CONNECTICUT
Request for Proposal**

LEGAL NOTICE

The **Town of Brookfield** invites all interested parties to submit sealed proposals on the following

RFP Due Date: October 1, 2019

RFP Due Time: 11:00 AM

RFP Item: Bond Counsel

RFP Number: T-20-01

Bid Bond: Not Required Required in the amount of XX% of the base bid. This should be in the same format as the performance bond.

Pre-Bid Meeting: Not Required Will be held
Date:
Time:
Location:

Terms and conditions as well as the description of items being requested are stated in the specifications.

Specifications may be downloaded from the Town Web page at <https://www.brookfieldct.gov/bids>, the State of Connecticut's bid Portal at https://biznet.ct.gov/SCP_Search/Default.aspx, or contact Jerry Gay at 203-775-7613 or e-mail at gayj@brookfieldps.org.

Sealed Proposals must be received no later than the date and time stated above at the Purchasing Agents office on the second floor where they will be publicly opened and read aloud. Faxed or e-mailed proposals will not be accepted. The Town bears no responsibility for misdirected envelopes that are incompletely labeled for RFP Number and/or Description. Such misdirected envelopes may be declared late and not considered.

**IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID/RFP PROPOSAL BE ACCEPTED THE
DETAIL BID SPECIFICATIONS INCLUDING THE INSTRUCTIONS TO BIDDERS AND THE
GENERAL TERMS AND CONDITIONS AND THE SUBMITTED PROPOSAL SHALL ALL
AUTOMATICALLY BY THIS REFERENCE BECOME PART OF THE PURCHASE ORDER,
CONTRACT, AGREEMENT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.**

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Applicable
If Marked

A. GENERAL BIDDING INSTRUCTIONS



1. Instructions to Bidders

By submitting a proposal, ALL these terms and conditions are agreed upon and shall become part of any contract or agreement, formal, informal or verbal, and are binding upon notice of an acceptance by the Town of a proposal.

The terms of Bidders/Bidders, Bids/Proposals, Projects and Specifications and similar terms shall all be used generically and equally between Invitation to Bid (ITB), Requests for Proposals, Qualifications or Information, (RFP, RFQ, RFI). The Town of Brookfield shall be used generically and equally to also include, among others, the Brookfield School Public School District, Brookfield Volunteer Fire District and Brookfield WPCA when warranted.



2. Preparation of Proposals

- Any blank spaces provided for responses in the Proposal must be completed.
- All information shall be either typed or entered in ink. No pencil may be used.
- Descriptive literature containing complete specifications must accompany each bid. If a Bidder wishes to furnish additional information, more sheets may be added.
- The Bidder must state the prices for which they propose to do each item of the work contemplated.
- In a discrepancy when both words and the numerals are provided, the words will govern.
- Ditto marks are not considered writing or printing and shall not be used.
- "Complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

Corrections - Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink. Corrections and/or modifications received after the closing time specified will not be accepted.

Signatures - The Bidder shall sign their Proposal correctly. If an individual makes the Proposal, his/her name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign and bind the firm into contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Withdrawals - Withdrawals of proposals received later than the time and date specified for bid opening will not be considered.

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3. Questions

Questions shall be directed to Jerry Gay, Purchasing Agent at 203-775-7613 or preferred in writing to gayj@brookfieldps.org no later than seven (7) days prior to the bid closing date.

4. Submission of Proposals

Bids shall be submitted in a sealed envelope package to

Town of Brookfield
Purchasing Agent
RFP Number: T-20-01, Bond Counsel
100 Pocono Road, Room 203
Brookfield CT 06804

no later than the date and time specified for the closing. The Town assumes no responsibility for proposal envelopes or packages that may be misdirected due to incomplete information on the outside of the delivery package (FedEx/USPS/UPS) and such misdirected proposal may, at the Towns discretion, be declared late to the Purchasing Director and not opened or considered. Late bids and proposals will not be accepted, opened or considered. Faxed or emailed bids will not be considered.

Bids will be publicly opened at the closing date and time with the Bidders name and price(s) read aloud.

5. Familiarity with the Work and Contract Documents

Each Bidder is considered to have examined the work, location, project or specifications to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work and effort required and involved and the difficulties and restrictions in attending to the performance of this bid. The submission of a bid shall be considered as conclusive evidence that the Bidder has made such an examination.

It is the Bidder's responsibility to obtain all necessary permits prior to the start of work. All construction work shall adhere to the latest editions of the applicable State and Local standards as such shall apply for the work being performed.

At the time of the opening of bids each Bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda) as issued, if sample Contract Documents have been included. The failure or omission of any Bidder to receive or examine any form, instruction or document shall in no way relieve any Bidder from any obligation in respect to their bid.

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6. Compliance with Federal, State and Local Laws

The Bidder shall be responsible for full compliance with any and all Federal, State and/or Local codes, laws, regulations and standards, as applicable, including all OSHA regulations as applicable, for the work and goods or services being provided.

This includes complying with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Bidder shall hold the Town of Brookfield harmless for the failure of the Bidder to comply with the provisions of said Act.

7. Competition Intended

It is the Town's intent that this RFP permit competition. It shall be the Bidder's responsibility to advise the Town 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 Town not later than seven (7) days prior to the date set for acceptance of proposal

8. Non-Collusion Certification

The Bidder hereby states and certifies that by submitting a signed proposal, that the submitted proposal is genuine and is not a collusive or sham proposal. The Bidder certifies that the officers, owners, agents representatives, employee's or any party of interest has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder firm or person to submit a collusive or sham bid, in connection with the contract for which the attached proposal has been submitted or refrain from bidding in connection with such contract or has in any manner directly or indirectly sought agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price(s), overhead, profit, or cost elements of the proposal price or the proposal price of any other Bidder, or to secure though collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Brookfield or any person interested in the proposed contract. The Bidder certifies that the prices quoted are fair and proper and are not tainted in any way by collusive, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, officers, owners, employee's or representatives.

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9. Independent Project Cost Determination

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

- Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly to any other Bidder or to any competitor.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

10. Gratuities or Other Conflicts

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

No elected official or appointed official or employee of the Town of Brookfield shall benefit financially or materially from this contract. The Bidder certifies that no officer or employee or any person whose salary is payable in whole or in part from the Town of Brookfield, or the Brookfield Public Schools, is directly or indirectly interested in the proposal, or in the supplies, materials, equipment, work or labor to which it relates or in any of the profits thereof.

11. Incurring Costs

The Town of Brookfield is not liable for any cost incurred for the preparation of proposals or submission of samples by the Bidders submitting proposals for the work requested.

12. Freedom of Information Act (FOIA) and Confidential Information

All submitted materials and documents are subject to the CT FOIA laws with very limited exceptions as listed in CT General Statute 1-210 (b) (24) and elsewhere in the FOIA laws and regulations. The Town is anticipating holding all proposals confidential pending an award as per CT General Statute 1-210 (b) (24).

The Bidder shall hold the Town of Brookfield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at their own expense, any and all actions brought against the Town of Brookfield or themselves because of the unauthorized use of such articles.

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13. Ownership Information

The Town of Brookfield shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the Bidder 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 Town of Brookfield and may not be copied or removed by any employee of the Bidder without written permission of the Town of Brookfield.

14. Availability of Funds

The contract award under this RFP is contingent upon the availability of funds by the Town for this engagement. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

15. Addenda and Interpretations

If a Bidder contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, they may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Town of Brookfield, Purchasing Agent, 100 Pocono Road, Brookfield, CT. 06804 or at gayj@brookfieldps.org (with the bid number and bid title in the subject line). To be given consideration, requests must be received at least five (5) days prior to the date fixed for the opening of Bids/Proposals. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, shall be posted on the Town and State purchasing sites with the Bid Documents. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

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16. Alternate Proposals

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Brookfield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained and will be at the sole discretion of the Town of Brookfield as to what is in its best interest. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

An item equal to (or better than) that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered "Or Equal" to the item so named or described if:

- a) It is at least equal in quality, durability, appearance, strength and design.
- b) It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c) It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

Exceptions may be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.



17. Estimate of Work

For bidding purposes, the work may have been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Town does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

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18. Ambiguity in the Request for Proposal

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

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

19. Quotation Limitation

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an "Or-Equal" item is to be bid, the Bidder is to select the brand and model that meets or exceeds the specified item, and submit their bid for that item.

20. Samples

Samples of articles, when required, shall be furnished free of cost of any sort to the Town of Brookfield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the Bidder's expense.

21. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize their selves with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder with a valid Certificate 134 sales tax exemption for Municipal Government.

22. Power of Attorney

Attorneys-in-fact who sign contractor bonds must file, with each bond, a certified and effectively dated copy of their power of attorney

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23. Subcontractors

Each Bidder contemplating the use of any subcontractor shall, if requested and required, submit a list of subcontractors as listed on the Bid Form or attach as necessary.

The apparent low Bidder, if requested, shall file with the Town of Brookfield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Brookfield. Local subcontractors, material suppliers, and labor in the Town of Brookfield should be considered and sought insofar, as is practical in the performance of this project.

The Bidder shall certify on progress payments that Sub Contractor(s) shall be paid at the same percentage for work performed as part of the progress payment and shall be paid in full within a reasonable time of final payment. Failure to pay subcontractors may be a factor in qualification for future work.

24. Qualification of Bidder

In determining the qualifications of a Bidder, the Town may consider their record in the performance of any contracts for similar work into which they may have previously entered; and the Town expressly reserves the right to reject the bid of such Bidder if such record discloses that such Bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as they deem necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified, or that such Bidder misrepresented material facts in the bid documents.

Qualified Bidders shall be current with any and all taxes, fees along with any and all other payments owed to the Town of Brookfield or its related entities.

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25. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the individual prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

26. Department of Administrative Services (“DAS”) Prequalification

This work does require State of Connecticut DAS Contractor Prequalification.

27. Connecticut’s Prevailing Wage Rates

This work is subject to the State of Connecticut’s Prevailing Wage rates.

28. SBE/MBE Set Aside Provisions

This work is subject to the State of CT. CHRO set aside program and contract provisions.

29. Contract

The attached contract is expected to be executed by both parties upon receipt of a satisfactory proposal package with all required documents and notice of award.

30. Standard Forms

Proposals must be made upon forms contained herein. Bidders may attach a letter of explanation. A dear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

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31. Acceptance or Rejection of Proposal

The Town of Brookfield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town.

Bids may be held by the Town of Brookfield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to the awarding of the contract.

The Town of Brookfield reserves the right to accept or reject any bid to best serve in its interests.

The Town will make its award to either the lowest responsive, responsible Bidder or to what it considers to be the Best Value for serving as what is in the Towns best interest.

Previous performance, quality of service and merchandise will be considered, as appropriate.

All instructions, general conditions and detail specifications of this request for offers shall be incorporated by reference into any contract or agreement, simply upon notice of an award.

32. Bid Submissions

The following items shall be submitted for a bid to be considered complete:

- a) Executed Hold Harmless
- b) Proposal elements discussed in Section C of this RFP document

33. Withdrawal of Bid

Bidders may withdraw their proposals at any time prior to the bid closing date and time. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date and time. The successful agent/broker shall not withdraw, cancel or modify their proposal.

Applicable
If Marked

B. GENERAL PERFORMANCE EXPECTATIONS

1. Notification of Bid Award

Notification of the bid award will be made by issuance of a purchase order which will be evidence of a formal contract of award

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2. Good Standing

At the time of award the successful Bidder will be required to supply the Town a Certificate of Good Standing, certifying that the corporation is in fact a valid Corporation, Partnership, LLC or Sole Proprietorship and presently licensed to conduct business in the State of Connecticut as per all applicable law or regulations for the work being performed.

3. Insurance Certificates

At the time of award the successful Bidder will be required to supply the Town Certificates of Insurance, if required, for the full amounts specified in Appendix A.

In addition, Professional Liability insurance will be required for professional firms performing services.

4. Bonds

A Payment and Performance Bond is required for this work. The Bond must be in the form of a surety bond of a type satisfactory to the Town of Brookfield. All sureties must be listed on the most recent IRS circular 570. The Bond shall be delivered to the Town Finance Office prior to commencing work.

5. Nondiscrimination in Employment

The successful Bidder shall agree and warrant that in the performance of this contract they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. If requested and required, a certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

6. Delivery

Inasmuch as this work concerns a needed public improvement or goods or service, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful Bidder shall commence work upon receipt of the signed Purchase Order unless the Town shall authorize or direct a further delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Brookfield. Prices quoted must include delivery to the Town of Brookfield as specified on the Purchase Order. No additional charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

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7. Care and Protection of Property

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. Bidder shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

8. Guarantee

The Bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the Bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the Bidder and shall be made at such times that are agreeable to the Town so that it is least detrimental to instructional or other programs.

9. Manufacturers Specifications

All work shall be performed to manufacturer's specifications in such a manner as to fully protect all warranties and guarantees. Certified and trained personal shall be used, at the Bidders expense, where directed by the manufacturer. All work shall fully conform to the manufacturers specifications. Any and all costs by failure to follow manufacturer's specifications shall be fully born by the Bidder, including all consequences including loss of warranties and guaranties.

10. Emergency Work

The Bidder shall file with the Town Engineer an after-hours telephone number of a person authorized with the firm who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety or to protect property from further damage's. The person shall be readily available and have full authority to deal with any emergency that may occur to mitigate further issues.

11. 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.

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12. Payment

The Town, after inspection and acceptance of the goods and/or workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department if the latter date is later than the date of delivery. Prices will be considered as net, if no cash or payment discount is shown.

Unless otherwise instructed, the successful Bidder shall submit invoices, to the following:

Town of Brookfield
Finance Department
100 Pocono Road
Brookfield, CT 06804

13. Mechanics Lien Waivers

When subcontractors or suppliers are utilized, the successful Bidder for this project will be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

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☒ **14. Termination for Default or for the Convenience of the Contracting Agency**

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

- The Bidder 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 Purchase Agent shall determine that termination is in the best interest of the Town of Brookfield.
- Termination will be effected by delivery to the Bidder 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 Bidder hereunder, the Town 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 Bidder 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.

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C. SPECIFIC REQUEST FOR PROPOSAL

Introduction and general information

The Town of Brookfield, Connecticut is requesting sealed envelope proposals for the purpose of obtaining the services of a qualified individuals or firms to provide legal services to act as the Town's Bond Counsel.

Submission of Proposals

Each proposer must submit an original and two (2) copies in a sealed envelope no later than the date and time specified, along with an additional electronic version on a USB Drive placed inside the sealed envelope, or emailed to the Purchasing Agent AFTER the proposal closing date and time.

Detail Scope of Services

- A. Assisting in planning the financing and structuring the debt issue.
- B. Reviewing the transcripts of proceedings of the Board of Selectmen taken to authorize the debt and ensuring that there is legal authority to issue the debt.
- C. Preparing the bond proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale and delivery of the bonds or other debt.
- D. Drafting and/or reviewing of appropriate resolutions authorizing the issuance of the debt.
- E. Assisting in various aspects of preparing the official statements or other disclosure documents to be disseminated in connection with the issuance of debt.
- F. Obtaining from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue.
- G. Rendering legal opinions approving the validity of the debt. In this capacity Bond Counsel shall inform the Town through the approving opinion of the nature of the security for the debt; the legality, validity, and tax exempt status of the securities; and the legality and validity of the requisite documentation, approvals, and procedures.
- H. Preparing the official transcript of bond authorization and proceedings, and making such transcript available to the Town in electronic format in a timely manner.
- I. Verify the Town has completed the Continuing Disclosure Agreements in accordance with the rules and requirements of the Securities and Exchange Commission.
- J. Rendering legal opinions on such related matters as:
 - The applicability of particular provisions of the Federal and State securities laws;
 - The eligibility of the debt for investment by various fiduciaries and other regulated investors;
 - The status of the debt and related obligations under laws relating to creditors' rights;
 - The validity and enforceability of security agreements, indentures, and other documents related to the debt and its security;
 - Compliance with the Brookfield Town Charter; and
 - Any and all other matters that are reasonably related to the duties of the Bond Counsel described herein, upon written request of the Town.

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- K. Assisting in representing information to rating agencies and bond insurers.
- L. Assisting in other specified activities related to debt including filings with the Internal Revenue Service.
- M. Advising the Town on legal considerations relating to financing alternatives within the context of statutory and constitutional constraints.
- N. Answering questions about the debt by prospective purchasers in the secondary market or by public officials.
- O. Answering questions about the application of "arbitrage" and other Federal tax regulations, the Town's obligations contained in covenants securing outstanding debt, the investment and expenditure of proceeds, and the collection, investment and application of funds used to pay debt.
- P. Assisting the Town with ongoing and periodic improvements to its system of planning and allocating bond proceeds across capital projects in the Town's general fund and other funds.
- Q. Providing ongoing advice for improvement of current procedures, quality control, and cost containment measures.

Proposal General Content

The proposal itself shall be organized in the following format and information sequence:

1. State full name and address of your organization. Include names of lead professional personnel, titles and departments to be assigned to the Town account.
2. Provide a brief description of your firm, including qualifications, experience and ability to be the Town's financial advisor. Identify special licensing or registrations held by key professionals assigned account responsibilities with state, federal or other regulatory agencies particular to legal, financial, consulting or advisory services.
3. Include a resume and list of engagements of those individuals who will act in an advisory capacity to the Town.
4. Provide a list of municipalities and state agencies with which your firm has served as financial advisor within the last two years. Provide contact names, addresses, phone numbers, emails and indicate their relationship to the projects.
5. Fees are to be submitted on the basis of rates per \$1,000,000 of bonds sold, or multiples thereof. A minimum fee and a maximum fee for each bond sale is acceptable. Fees are to be itemized for both competitive sales and negotiated sales, new money and refunding issues.
 - Provide a schedule of fees per \$1,000,000 of bonds sold or multiples thereof per sale and provide an itemized list of estimated out-of-pocket costs for a typical \$30 million general obligation bond sale and typical \$30 million bond anticipation note sale.
 - Examples of out-of-pocket costs to include but not be limited to: printing and mailing of the Official Statement, printing of the bonds, publishing notices on bond sales, travel costs and other expenses to be paid by the Town in connection with any bond or note sales.
 - The Town is very interested in suggestions and recommendations for managing and controlling the cost of legal services in both this RFP and, if selected, on an ongoing basis.
6. Include any topics not covered in the Request for Proposal that you wish to disclose to the Town which further describes your firm's level of qualification as a bond counsel.

TOWN OF BROOKFIELD, CONNECTICUT
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Basis for the Award

1. Proposals will be evaluated by employees and officials of the Town, convened for this purpose. The following criteria will be used to evaluate proposals:
2. a. Experience of the firm in serving as a financial advisor for tax exempt bonds and notes.
3. b. Experience of the personnel to be assigned.
4. c. Price.
5. d. Approach to the work.
6. e. Additional criteria as may be provided and deemed important by the Town
7. During the evaluation process, the selection committee may, at its sole discretion, request any one or all firms to make oral presentations. Firms shall be contacted for a mutually agreeable time if this becomes an option.

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APPENDIX A - INSURANCE REQUIREMENTS

Each successful Bidder shall comply with the following insurance obligations:

Bidder shall at all times carry and maintain at the Bidder's sole expense, on all operations hereunder:

A Certificate of Insurance for the Limits of Liability stated below should be e-mailed to the Finance Department (gayj@brookfieldps.org). **Bidders may not perform any work until all insurance requirements are met.**

- 1. A Comprehensive General Liability Insurance** as will protect the Bidder, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by the Bidder or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
\$1,000,000 each occurrence.
 - The Town shall be named as an Additional Insured

- 2. Worker's Compensation Insurance and Employer's Liability** for all of employees, employed at the site and in case any work is sublet, the Bidder shall require the subcontractor similarly to provide Worker's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability:
Statutory Limits

- 3. Comprehensive Auto Liability Insurance:**
 - Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Bidder, or used by the Bidder in the Prosecution of the work under the Contract, shall be in the minimum of \$1,000,000 each occurrence.

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

**TOWN OF BROOKFIELD, CONNECTICUT
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APPENDIX B - HOLD HARMLESS AGREEMENT

To be signed, notarized and returned with the proposal

To the fullest extent permitted by law, the undersigned Bidder shall defend, indemnify and Hold Harmless the Town of Brookfield, it's affiliated entities, and their employees and agents (collectively "the indemnified parties") , with respect to all losses, damages, fines, penalties, costs and expenses and liabilities, including, but not limited to, costs and expenses of defending against any of the foregoing, arising from any claim, suit or action in which it is alleged or determined that any injury to or death of any person, or damage or destruction to the property of any person caused, in whole or part by : (i) the acts or omissions, whether negligent, willful or otherwise, of Bidder, it's employees or agents; (ii) the violation of any statute, rule, ordinance or regulation, by Bidder, it's employees or agents; or (iii) Bidders agents or employees performance of, non-performance of, or failure to properly perform, its obligations and duties under this contract.

The forgoing obligations to defend and indemnify shall apply regardless of any allegation or determination that an Indemnified Party caused or contributed to, or was liable for, in whole or in part, the death, injuries or damages alleged. Bidder hereby acknowledges its assumption of full and complete responsibility and liability for losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities arising from any of the causes listed herein above, even in cases where the Bidders assumption of such responsibility and liability involves the defense and indemnification of an Indemnified Party from the consequences of its own alleged negligence. Bidder hereby agrees that no condition precedent to its obligations to defend and indemnify stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to such obligations.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this:

Signed, Authorized Company Representative

Date

Printed, Authorized Company Representative

Signed, Sealed and Delivered in the Presence of:

Signed, Notary Public

Date

Printed, Notary Public

**TOWN OF BROOKFIELD, CONNECTICUT
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APPENDIX C – BIDDER GENERAL INFORMATION SHEET

Please use this or include in the proposal

Company Name: _____
Address _____

Contact Name: _____
Contact E-mail: _____
Telephone: _____

Type of Entity: Corporation Partnership LLC or LLP Sole Proprietor Other (List)

Years in Business: _____

References – Connecticut Municipalities Preferred

Organization:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Services Provided:	

Organization:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Services Provided:	

Organization:	
Contact Name:	
Contact E-mail:	
Contact Phone:	
Services Provided:	