

TOWN OF ARLINGTON, MA

#20 - 46

Request for Proposals – Bond Counsel Services

The Town of Arlington, Massachusetts requests proposals from law firms with experience in Massachusetts municipal bond law to serve as Bond Counsel to the Town in connection with financings, transactions and legal matters relating to the ongoing management of the Town's debt. Proposals to act as Bond Counsel should illustrate how your firm can offer complete services to meet the Town's needs in future bond financings and re-financings. The services solicited through this request for proposals envision a one year contract term with the selected Bond Counsel and an option for two options of one year renewal extension to be granted at the sole discretion of the Town.

Responses are due **November 10, 2020** at 1:00 P.M. in the Drop Box located on the West side of the Town Hall in the black drop box accessed via Academy Street parking lot, 730 Massachusetts Avenue, Arlington, MA 02476. The contract will be awarded before **December 15, 2020**. Responses will be opened and read on November 10, 2020. The opening of Proposals is not public. All responses must be received in sealed envelope properly marked prior to the due date and containing two separate sealed envelopes, one sealed envelope that contains the technical (non-price) proposal and one sealed envelope that contains the non-technical (price) proposal.

An interview may be conducted with proposers during the evaluation of the proposals. These interviews may occur during the week of November 16, 2020. Any proposer should make sure they are available during that time period for interviews.

The Town reserves the right to reject any or all proposals when in the best interests of the Town.

Introduction and Background

The Town of Arlington, Massachusetts established in 1867, was originally incorporated as the Town of West Cambridge in 1807. Located approximately seven miles from downtown Boston, it is bordered on the east by the Cities of Cambridge and Somerville on the north by the City of Medford, on the west by the Town of Lexington and on the south by the Town of Belmont. The Town is primarily a residential community which occupies a land area of 5.2 square miles and, according to the 2010 Federal Census, has a population of 42,844 persons. Local legislative decisions are made by a representative town meeting form of government whose members are elected for

staggered three-year terms from 21 precincts. Subject to the legislative decisions made by the town meeting, the affairs of the Town are generally administered by a five member Select Board and a town manager. The Town has an “AAA” credit rating from Standard and Poor’s.

Decision to Use Competitive Sealed Proposals

Bond Counsel services are exempt from the provisions of Massachusetts General Law, Chapter 30B. However, the Town has elected to follow a selection process similar to the provisions of Section 6 of Chapter 30B. The Chief Procurement Officer has determined that in order to select the most advantageous proposal to provide Bond Counsel Services for the Town, comparative judgments of non-price technical factors will be necessary. The Town believes the choice of a firm requires an evaluation of experience and demonstrated ability to successfully complete the work required for this service to other comparable municipalities in Massachusetts.

SCOPE OF SERVICES

Bond Counsel must provide the full scope of legal services in preparing and marketing bond issues for the Town. Services to be performed by the Bond Counsel include, but are not limited to, the following:

1. Reviewing the advice provided to the Town as to the legal feasibility of any financing program proposed by the Town's Financial Advisor and advising as to compliance with applicable law and pending or proposed revision in the law, including U.S. Treasury regulations.
2. Reviewing any conduit bond issues for compliance with all applicable securities and tax law and regulations.
3. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to the issuance of bonds, whether the financing is undertaken by competitive bid or negotiated sale.
4. Attending conferences of Town officials, staff members, the Town's Financial Advisor, and if a negotiated sale is undertaken, representatives of the selected underwriters, when so requested.
5. Attending any requested meetings, including meetings with Town officials, Select Board and its committees.
6. Preparing bond documents and any amendments thereto in order to authorize the issuance of the bonds.

7. Preparing any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to the financing.
8. Reviewing the transcript of all proceedings in connection with the foregoing and indicating any necessary corrective action.
9. If sale is by competitive bid, assisting in the preparation of the bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner.
10. Preparation of the preliminary official statement and official statement and preparation of the award resolution, and any amendments thereto, for the sale of the bonds and reviewing the bond purchase agreement, if applicable.
11. Preparing, obtaining, delivering, and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and others.
12. Issuing of standard, comprehensive bond counsel opinion as to the legality of the bonds, the security of their payment and the exemption from federal income taxation of the interest on the bonds as well as the customary 10(b)(5) opinion as to the accuracy of the Official Statement.
13. At the Town's option, represent the Town in any litigation related to bond issues.
14. Assisting the Town in the interpretation of any Securities and Exchange Commission reporting requirements for municipalities.
15. Advising the Town on legal considerations relating to financing alternatives within the context of statutory constraints.

NON TECHNICAL (PRICE) PROPOSAL

Provide a complete description of compensation and the method which you propose be used to determine the dollar value of compensation for services as Bond Counsel. The maximum not-to-exceed fee proposed must include all expenses incurred by the firm. The firm agrees that fees will be paid only upon closing of the bond sale and in the event a bond sale does not close, no fees will be due or payable. **The Non-Technical Price proposal must be submitted in a separate labeled and sealed envelope.**

EVALUATION OF PROPOSALS

All Technical proposals will be reviewed by the evaluation panel in accordance with M.G.L. Chapter 30B. Final selection will be based on evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references. Any current or past clients for the proposer may be contacted.

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the evaluation panel will assign a rating of highly advantageous, advantageous, not advantageous or unacceptable to each Comparative Evaluation Criteria.

Based on the Comparative Evaluation Criteria ratings, a composite rating by the evaluation panel will be determined for each proposal.

References will be contacted to determine if the proposer is responsive and responsible. References will be asked about their overall impression of the proposer's quality of services performed and the timeliness of service delivery. The Town reserves the right to use itself as a reference and contact references other than those submitted by the proposer.

After evaluation of the technical proposal is complete, the price proposals will be opened. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal. The Town will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposal quality requirements, evaluation criteria and composite ratings, references and price.

An interview will be conducted with all respondents during the evaluation of the responses.

The Town reserves the right to reject any and all proposals if it determines that rejection serves the best interest of the Town.

GENERAL PROVISIONS/INSTRUCTIONS

- Required forms for the Town include: Certificate of Non Collusion, the State Taxes Certification Clause and the Price Proposal. All proposals must be completed according to the instructions.
- Each proposer shall acknowledge receipt of any and all addenda issued with the RFP by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.

- The proposal shall be signed by a person legally authorized to sign on behalf of the proposer, and legally authorized to bind the proposer to contractual obligations.
- Proposers may correct or modify the original proposals on or before October 23, at 1:00 P.M. Corrections or modifications shall be sent to the Purchasing Officer in sealed envelopes, clearly marked to indicate the contents. Any corrections or modifications received after the deadline will not be accepted. A proposer who elects to withdraw a proposal must submit a written request to withdraw the proposal.
- Each proposer shall be presumed to have read and be thoroughly familiar with the Request for Proposal and all documents included. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation with respect to the proposal submitted.
- It is understood that the Proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in preparation of the proposal.
- All costs involved in preparing the Proposal will be borne by the Proposer.
- Any proposal received after the due date and time will be deemed non-responsive and will not be opened, but will be returned to the proposer. Any modifications, corrections or withdrawals submitted after the deadline will not be opened and returned to the proposer.
- The evaluation of the proposals will be conducted by the designated evaluation panel based upon the comparative assessment of responses as described in the "Evaluation of the Proposals".
- The proposals received will be opened on November 10, 2020 at 1:00 P.M. The name of the person or firm submitting a proposal will be read and recorded. He contents of all proposals will be opened privately and will not be disclosed to the public or to competing Proposers until the evaluation process is complete. A register of responses will be completed indicating the name of the Proposer and the number of proposal modifications and corrections submitted by each Proposer.
- Response to this Request for Proposals (RFP) acknowledges the firm's acceptance of all sections and requirements of this document. The RFP will be written into the final contract.
- Proposers deemed qualified based on the evaluation of the written technical proposals MAY be required to make a presentation before the Evaluation Panel.
- The services solicited through this request for proposals envision a term of up to three years. The contract period shall commence on the date of execution of the contract by the Town of Arlington with the selected Bond Counsel and include two options for one year renewal to be granted at the sole discretion of the Town.
- The Proposer agrees that the terms of the proposal remain in effect for at least sixty (60) calendar days from the opening date of the proposals, a contract is executed or the RFP is cancelled.
- The Town reserves the right to reject any and all proposals if it determines that rejection serves the best interest of the Town and waive minor informalities.
- The successful firm must enter into a contract approved by the Town Counsel

and Town Manager. In accordance with Massachusetts General Laws, the contract continuation beyond the first fiscal year is subject to annual appropriation and/or availability of funding.

- The Town may terminate the contract at any time upon written notice for any reason including its own convenience or for cause, including but not limited to failure to perform the work required under the contract, failure to document satisfactorily to the Town amounts being charged, failure to have any necessary local, State or Federal licenses and/or permits, failure to pay and all required taxes, failure to comply with any local, State or Federal regulations pertaining to services to be provided, failure to promptly correct any performance or lack of performance. In the case of a termination for cause, the Town shall give a written notice as provided in the Agreement.
- All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Proposer requests for clarification or proposer questions about information contained in the RFP should be sent via email to purchasing@town.arlington.ma.us or addressed in writing to:
Domenic Lanzillotti, Purchasing Officer
730 Massachusetts Avenue
Arlington, MA 02476

No proposer questions will be accepted after 1:00 P.M. on October 23, 2020. Answers to questions will be posted to the website in the form of an addendum.

- A sample contract is attached hereto. The successful proposer will be bound by all Terms and Conditions as negotiated and included in the proposal which will be incorporated into the contract awarded.
- The contract period shall commence on the date of execution of the contract by the Town of Arlington with the selected Bond Counsel and include two options for one year renewal to be granted at the sole discretion of the Town.
- **Two separate sealed envelopes**, one sealed envelope that contains one (1) original and five (5) copies of the technical (non-price) proposal and **one electronic copy** marked “**Request for Proposal for Bond Counsel Services**” and one sealed envelope that contains one (1) original price proposal marked “**Non – Technical Price Proposal for Bond Counsel Services**” must be received by the Purchasing Officer, Town of Arlington, 730 Massachusetts Avenue, Town Hall, Town Manager Office, Arlington, MA 02476 **prior to 1:00 P.M. on November 10, 2020. Failure to submit the electronic copy of the technical (non-price) proposal will automatically result in rejection.**

Chapter 30B requires that non-technical price proposals be separate from technical proposals. Therefore, make no reference to price in the technical non-price proposal. Failure to adhere to this requirement will result in rejection of the proposal. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designed place. The Town Hall is currently closed to the public. **Proposals may be mailed or delivered using the black drop box located on the West side of the Town Hall accessed via Academy Street parking lot, 730 Massachusetts Avenue, Arlington, MA 02476 in advance of the due date and time.** Late proposals will not be accepted.

- The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double-sided in conformance with the Town’s recycling policy and include a digital copy.
- Accuracy and completeness are essential. The successful proposal will be incorporated into the contract.
- Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to Domenic Lanzillotti, Purchasing Officer, Purchasing Officer, Town of Arlington, 730 Massachusetts Avenue, Town Hall, Town Manager Office, Arlington, MA 02476. A letter will be sufficient for withdrawal of a proposal up to the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled “**Request for Proposal for Bond Counsel Services modification to or Withdrawal of Proposal.**”

QUALITY REQUIREMENTS

The proposer demonstrates the ability to commence and perform work required promptly upon award of contract.

_____ At least three years of experience working with municipalities comparable to Arlington performing all of the normal duties associated with providing bond counsel services related to debt issuance in Massachusetts including preparing or reviewing warrant articles, town bylaws, indentures, agreements related to bonds or notes, providing legal opinion approving the validity of the bonds and opining on the federal income tax status on the interest to be paid on the bonds.

_____ Relevant experience in providing bond counsel and other related financial services in the Commonwealth of Massachusetts related to the following: general obligation debt, short-term debt/interim financing including limited tax general obligation bond anticipation notes, and alternative financing offered through entities such as Massachusetts Clean Water Trust and Massachusetts Water Resources Authority.

_____ Experienced personnel assigned to the Town of Arlington with applicable municipal securities laws and regulations and tax-exempt bond issues.

_____ Approved Bond Counsel listed in the most recent Bond Buyers Municipal Marketplace Directory.

_____ Experienced Counsel in attending meetings and/or conference calls with Town officials, bond counsel, bond insurers, and rating agencies.

_____ Demonstrated ability of the firm and assigned personnel to evaluate legal documents, and complete other tasks of a bond transaction in a timely manner, usually under tight time frames.

____ The firm must possess all permits, licenses, and professional credentials necessary to perform the services as specified in this RFP.

COMPARATIVE CRITERIA

An Evaluation Panel will review the technical proposals. The technical proposals will be evaluated without knowledge of prices. Proposals that meet all of the requirements set forth under Quality Requirements above and satisfy the Submission Requirements will then be judged on Comparative Evaluation Criteria as described in this section with a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable. After the Evaluation Panel provides a rating for the individual criteria, each proposal will be assigned a rating.

The price proposal (submitted in a separately labeled and sealed envelope) will be opened by the Procurement Officer after the proposals are ranked in order of the most advantageous and the Evaluation Panel will make an award recommendation to the Town Manager or his designee.

The Panel will consider the completeness of the proposal and how well the proposal meets the needs of the Town. In evaluating the proposals, the Town will be using a criteria evaluation process which reflects a wide range of considerations. The Town may select other than the lowest cost proposal. The objective is to choose a firm capable of providing quality services that will assist the Town in achieving the goals and objectives of the requested services within a reasonable budget.

1. The firm's demonstrated qualifications to carry out the contract, which include but are not limited to the following considerations:
 - a. Recent experience in bond counsel services and general legal advice related to municipal finance.
 - b. The adequacy of the bidder's resources devoted to bond counsel services.
 - c. The qualifications of the staff to be assigned to this contract.
 - d. The quality of performances by the firm of previous and similar contracts.
2. The firm's approach to providing the services required of the Town which includes but is not limited to the following considerations:
 - a. The assignment and time commitment of staff for this contract.
 - b. The firm's proposed sequence of activities to address the scope of work in this Request for Proposal.
 - c. The firm's availability to Town staff for consultation as issues arise, and any other methods to ensure accountability and responsiveness to Town staff.
3. Responsiveness to interview questions:
 - a. The ability, capacity and skill of the firm as well as the skills and experience of the individuals to be assigned to the Town to perform the services required.

- b. The ability of the firm to present professional and innovative responses to interview questions.
4. References.
5. The proposed fee which includes the expected total amount and the hourly rates or other components used to calculate the total fee. The price proposal (submitted in a separately labeled and sealed envelope) will be opened by the Procurement Officer after the proposals are ranked in order of the most advantageous.

Experience Years

Highly Advantageous: Ten years or more experience providing similar service in comparable Massachusetts communities.

Advantageous: At least five years or more experience providing similar service in comparable Massachusetts communities.

Not Advantageous: Three years or more of experience providing similar service in comparable Massachusetts communities.

Unacceptable: less than three years of experience providing similar service in comparable Massachusetts communities.

Overall Quality of the Proposal Responses

Highly Advantageous: The proposal is complete and demonstrates a clear understanding of the scope of services to be performed and how the services will be provided in accordance with the Town's needs. All questions answered in detail and responses were complete and clear.

Advantageous: The proposal is complete and addresses the scope of services. All questions are answered and the majority of answers are detailed but some responses were incomplete or unclear.

Not Advantageous: The proposal is incomplete or it is not clear whether it satisfies the scope of services. All questions are answered, but a majority of the responses lack sufficient detail.

Unacceptable: The proposal is incomplete or unclear. Not all questions are answered or the responses lack sufficient detail.

Presentation

Highly Advantageous: Proposer offers an exceptionally creative, well-organized and compelling presentation, and demonstrates an ability to effectively communicate ideas and plans consistent with the Request for Proposal. Proposer responds to questions with factual clear answers.

Advantageous: Proposer offers a clear, well organized presentation and demonstrates their ability to effectively communicate ideas and plans consistent with the Request for Proposal. Proposer responds to questions with factual clear answers.

Not Advantageous: Proposer offers an unclear or disorganized presentation and does not effectively communicate their ideas and plans consistent with the Request for Proposal; or offers responses to questions that are unclear.

Unacceptable: Proposer presentation is unclear or confusing and fails to fully address the requirements of the Request for Proposal or does not respond to questions.

TECHNICAL SUBMISSION REQUIREMENTS

The Technical proposal must include the following:

- The Proposal is required to be submitted and addressed to the Domenic Lanzillotti, Purchasing Officer, Office of the Town Manager, Town Hall, 730 Massachusetts Avenue, Arlington, MA 02476
- The Proposal is to be clearly marked “Request for Proposal for Bond Counsel Services - #20 - ____
- The proposal must include a letter of transmittal signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for at least sixty (60) calendar days from the opening date of the proposal due date, a contract is executed, or this RFP is cancelled whichever occurs first. The transmittal letter must acknowledge any and all addendums filed under this Request for Proposals (RFP).
- The proposal must have a table of contents to identify where the requested information can be found.
- The proposal must address all the response questions:
 - Personnel – Identify the personnel who will be involved in providing bond counsel service to the Town and the roles and responsibilities of each

person. Identify the partner, or member of the firm, or other classification of lawyer who has the authority to bind the firm and who will have primary responsibility for this engagement. Be sure to identify the personnel who will be tasked with performing due diligence on the loan documents and their relevant experience in providing similar services.

- Tax Counsel – Provide proposed staffing of the tax component of the parties engaging as bond counsel. Please list each tax attorney who will be working on the Town bond issues including the experience of the tax attorney in tax matters relating to a municipal issuer’s compliance with the Internal Revenue Code (IRC) and the regulations promulgated thereunder, including experience with respect to issues such as arbitrage restrictions, tax treatment of debt service reserve funds, private activity rules, other limits on the allocation of proceeds. In addition, include experience with any other significant tax issues that your firm has encountered relative to the issuance of tax-exempt debt.
- List of Transactions – Provide a list of bond transactions for municipalities or similar transactions executed since January 1, 2019, on which your firm served as sole bond counsel and in which staff members identified for the Town of Arlington borrowing have participated.
- Value-Added – Discuss how your firm would distinguish itself from its competitors in providing bond counsel services to the Town of Arlington.
- Bond Counsel as part of the Bond Issuance Team - Discuss your view of the differences of the work of bond counsel for a municipality and the work of other participants in the issuance of debt for a typical municipal issuer.
- Debt Issuance Legislation – Discuss how your firm will assist the Town to keep current on proposed and enacted legislation by the Federal or State government and proposed and enacted rules by regulatory agencies.
- Litigation or Proceedings – Provide information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm or the firm’s insurance company had had to pay a claim or settlement in conjunction with such activities. All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) have been involved within the last ten (10) years; each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public projects or contracts.

- Commencement of the Engagement and Post Issuance Tasks – Discuss the steps your firm will take to commence its engagement as bond counsel to the Town for the issuance of tax exempt or taxable bonds. Be specific as to the tasks you will have to undertake, the time-line for completing the tasks, the preparation of legal and other personnel for those tasks, and the key tasks you as bond counsel would put on the calendar. Include the timeline for the following:
 - Completing due diligence on borrower loan documents
 - Providing the form of the motion(s) to be voted by the Select Board
 - Delivering the tax certificate to the Town for review
 - Filing all necessary tax forms with the IRS
 - Delivery to the Town of electronic copies of the transcript
 - Delivery to the Town of a bound copy of the transcript documents
 - Delivery to the Town of a bound copy of the loan documents.

- Acknowledge all addenda related to this Request For Proposal (RFP), if any. Failure to receive or acknowledge any addenda does not relieve the proposer of any changes, conditions, methods, requirements that may result by the issuance of the addenda. Proposers are encouraged to check the Town’s website www.arlington.ma.us for addenda before submitting your proposal to the Town.
- Forms must be submitted executed by the authorized signatory.
- Proposers must submit a completed Non-Technical Price Proposal in a separate sealed envelope, signed by an individual authorized to negotiate for and contractually bind the Proposing Firm. All prices must be reflective of all costs for delivery. No price adjustments will be allowed.
- Proposers must provide a list of **all municipal clients in the last five years** and a minimum of five (5) Massachusetts municipalities for references. Briefly describe the client and the services provided. For each reference, provide the following: a contact person and title, name, address, telephone number, email, and a brief description of the actual services provided. Do not use any previous Town contracts as a source of project reference information. You may use previous Town contracts as a record of your experience only. Municipalities may be contacted that are not included on your list of references.
- Signed Certificate of Non-Collusion.
- Signed State Tax Certificate Clause.
- Proposals must be received no later than the deadline of November 10, 2020 at 1:00 P.M. **Proposals may be mailed or delivered using the black drop box located on the West side of the Town Hall accessed via Academy Street parking lot, 730 Massachusetts Avenue, Arlington, MA 02476 in advance of the due date and time.** Late proposals will not be accepted.

- Delivery will be at the expense of the Proposer. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Proposer.
- Inclusion of any “price” in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the Proposal.
- The Town reserves the right to reject any and all proposals as determined to be in the best interests of the Town and to waive minor informalities.

NON TECHNICAL PRICE PROPOSAL SUMISSION REQUIREMENTS

- One original sealed price proposal signed by an individual authorized to bind the Proposer to the contract. The sealed envelope must be clearly marked “Bond Counsel Services #20-_____ - Price Proposal”. The price must remain valid for sixty (60) calendar days. This information cannot be included with the Technical Proposal Envelope by State law and if it is included, the proposal is automatically considered non-responsive.
- Present the Price Proposal to provide the services under this RFP. Pricing must include flat rate quotes. The Town reserves the right to negotiate all fees with any proposer.
 - Identify any legal or other services for which you will charge a flat fee.
 - Identify any legal or other services for which you will charge an hourly rate outside the flat rate quotes above and provide a schedule of hourly rates for each individual identified as a provider of such legal services to the Town under this RFP, and for the following roles. All post issuance matters that are typically needed after a transaction closes must be included.
 - Senior tax counsel
 - Junior tax counsel
 - Senior partner/member/other similar classification
 - Junior partner or similar classification
 - Senior Associate or similar classification
 - Junior Associate or similar classification
 - Paralegal
- Out-of-Pocket costs and expenses will not be paid by the Town. No compensation will be paid for any services outside the flat rate quote that are not identified above or for the services of non-lawyers (other than the above paralegal) or lawyers, law clerks, or newly graduated law students not licensed to practice law.
- Proposers must disclose in their Price Proposal any fees they will charge the Town in connection with their representation of other entities that may be associated with the issuance of Town debt and an estimate of those fees.

The proposer may be required to respond to an audit request at the end of the fiscal year. If there would be a charge for this audit request, identify the cost.

OTHER REQUIREMENTS:

The proposer must include one electronic version of the proposal that includes the Technical and Non-Technical Price Proposal in an envelope.

Forms must be signed and enclosed.

Acknowledgement of all addendum related to the Proposal is required.

Attachments:

Certificate of Non Collusion
State Taxes Certification Clause
Sample Agreement

CERTIFICATE OF NON COLLUSION

The undersigned certifies under penalties of perjury that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean and natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

FIRM: _____
ADDRESS: _____
SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

STATE TAXES CERTIFICATION CLAUSE

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes under law, I have addressed any tax liability, or I am in the process of setting up a plan to satisfy any tax liability.

Signature of Individual or Corporate Name (Mandatory) BY: Signature of Corporate Officer

DATE:

Social Security Number or Federal Identification #

SAMPLE CONTRACT FOR BOND COUNSEL SERVICES
Between
The Town of Arlington
and

This agreement entered into the _____ 2020, by and between _____, a legal firm (hereinafter "Counsel"), with offices located at:

_____ and the Town of Arlington, a municipal corporation within the Commonwealth of Massachusetts, with principal offices located in Town Hall, 730 Massachusetts Avenue, Arlington, Massachusetts 02476; Telephone Number 781-316-3031 (hereinafter "Town").

WHEREAS, the Town of Arlington, Massachusetts (the "Town") requested proposals from qualified firms to provide Bond Counsel services connection with the Town as specified in the Response to the Town's **Bond Counsel Services RFP Bid No. 20-___**, including but not limited to:

[insert reference to sections responsive to Minimum Requirements General Requirements, Quality Requirements, Price Proposal/Fee Schedule]

NOW THEREFORE, the parties do mutually agree as follow:

1. Scope of Services

Adviser agrees to provide all the services enumerated in Appendix "A": Fee Schedule at the rates so stated in their proposal dated _____ and all in accordance with the RFP and issued by the Town of Arlington on September __, 2020, and Response incorporated by reference in an Appendices "B" (RFP) and "C" (Response) to this Agreement.

2. Insurance

The Respondent shall be responsible for provision and maintenance of insurance coverage in force for the life of the contract in adequate amounts to secure all of the obligations under this agreement and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts, including but not limited to:

- a) Errors & Omissions Insurance—sufficient to protect the Town of Arlington from losses incurred through errors and omissions.

3. Indemnification of the Town

Any and all insurance policies issued shall indemnify and hold harmless the Town of Arlington, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this contract.

4. Payment

The Town will review invoices and account analysis upon receipt according to the Fee Schedule set forth in the Response to the RFP. If the Town is in agreement with the invoice, payment will be scheduled by the due date on the invoice. If there is a disagreement, the item(s) in question will be discussed with the Town Treasurer or his or her representative. When the disagreement is resolved, either the original invoice or the corrected invoice will be scheduled for payment by the due date if time allows or the next invoice warrant if the due date has passed.

5. Notice

All official notices under this agreement shall be provided to:

For the Town:
Phyllis L. Marshall, Town Treasurer
pmarshall@town.arlington.ma.us
[\(781\)316-3030](tel:(781)316-3030)
[Town Hall](#)
[730 Massachusetts Avenue](#)
Arlington MA, 02476

For the Counsel:

6. Time of Performance & Options to Renew

It is expressly agreed and understood that the term of the agreement shall commence on _____, 2020 for a period of one (1) year thereafter, ending on _____, 2021 .

The Town Treasurer & Collector of Taxes shall have the exclusive option on the part of the Town to renew the contract for up to two (2) one (1) year periods and shall notify Adviser of renewal thirty (30) days prior to the end date of the contract. In no event shall the contract extend past _____, 2023, the latest date the parties can be governed by this Agreement.

7. Termination

Either party may cancel the contract during the initial term or during renewal with sixty (60) days written notice without penalty. If the Town elects to terminate during the contract period, the Adviser may request a meeting within sixty days of receipt of intent to cancel to try to resolve the issue or issues, which led to the cancellation. The Town's Purchasing Agent shall cancel the contract if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal year after the first year.

8. Amendments

Either party may from time to time request changes to this Agreement. Such changes, which shall be mutually agreed upon between the Town and the Adviser, shall be incorporated in written amendment to this agreement. No change, however, shall be binding unless and until approved by both parties.

9. Governing Law, Applicable Laws, Regulations, and Regulations

The Adviser shall provide the services hereinunder in accordance with the terms of this agreement, and all applicable laws, regulations and instructions now or hereafter provided by the Town. This contract is entered into and executed in accordance with applicable Massachusetts General Laws, the Town Manager Act and Bylaws of the Town Of Arlington and shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties do mutually set their hands as of the date first written above.

APPROVED FOR TOWN:

APPROVED FOR THE COUNSEL:

Phyllis L. Marshall
Town Treasurer

[Contact Information]

Adam W. Chapdelaine
Town Manager

APPROVED AS TO LEGAL FORM:

Douglas Heim
Town Counsel