

**Request for Proposals
Town of Elon
Bond Counsel**



TOWN OF ELON
DEEP ROOTS • NEW HORIZONS

**Proposals Due by
December 8th, 2020 5:00 PM**

**Town of Elon
104 S. Williamson Ave.
Elon, NC 27244**

**REQUEST FOR PROPOSAL
BOND COUNSEL
SCOPE OF SERVICES & PROPOSAL**

1. Purpose

The Town of Elon, located in Alamance County, North Carolina, is seeking bond counsel to provide legal services and opinions associated with debt issuance. Responding law firms must (a) be listed as bond counsel in *The Bond Buyer's Municipal Marketplace* (the "Red Book"), (b) have a significant presence or nexus of contacts in the State of North Carolina, (c) be familiar with North Carolina law and federal tax and securities laws, and (d) have extensive experience and capacity for providing public finance legal services to local governments in the State of North Carolina. The Town will only consider proposals from experienced counsel with demonstrated expertise in those areas of law pertinent to the work being performed.

2. Schedule and Submittal

Issued: November 17, 2020

Proposals Due: December 8, 2020, no later than 5:00 PM

3. Written Questions

Questions or comments regarding this RFP (except to inquire about the number of addenda issued) must be in writing and received by the Town of Elon no later than 5:00 PM, November 23, 2020. Written questions are to be emailed to mhagood@elon.gov. Prospective bidders shall respond via email with their intent to submit a proposal so they may receive any forthcoming addenda. The Town shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

4. Background

The Town expects this to be a multiyear engagement. The Town of Elon has agreed to purchase a pump station, outfall line and force main from the Town of Gibsonville with a closing date of October 2021. We are also planning several other large capital projects that will require financing. We have been working with Davenport & Company over a two-year period to plan and prepare for future capital and borrowing needs.

5. Scope of Service

Bond Counsel will be directly responsible to the issuer for all of, but not limited to, the following tasks, in a timely manner:

- A. Provide an objective legal opinion to the Town with respect to the authorization and issuance of debt obligations and whether interest paid is tax-exempt under federal and/or state laws and regulations;
- B. Attend, upon request, any meeting of the Board of Aldermen or staff;
- C. Work with all parties to develop the details of a financing structure that meets the Town's needs;
- D. Prepare all authorizing documents and any other document needed in connection with the authorization and issuance of bonds and other debt, including but not limited to referenda

- documents, closing documents, the official statement, the financing calendar, public notices and advertisements, and transcripts;
- E. Answer inquiries from the Local Government Commission, trustees, underwriters, financial advisors, trustees, paying agents, and others in conjunction with the sale;
- F. Analyze and resolve all tax issues associated with financing plans;
- G. Review use of proceeds to ensure compliance with applicable state and/or federal laws and regulations;
- H. Review all documents and materials necessary to comply with all applicable continuing disclosure requirements;
- I. Offer continuing legal advice, as needed, on issues related to the sale of bonds and other debt, any issues that arise post-sale, the trustee administration of obligations, and in particular any actions necessary to ensure that interest will continue to be tax-exempt;
- J. Provide advice and any legal opinions as required by staff and the Town Attorney.

6. Projected Timetable

November 17, 2020	RFP Issued
December 8, 2020	Due Date for Proposal - 5:00 PM
December 9-11, 2020	Staff reviews proposals and schedules interviews if necessary
December 14-18, 2020	Staff holds interviews (if needed)
January 4-12, 2021	Recommendation sent to and approved by Board of Aldermen

7. Proposal Submittal Requirements

The following should be included in your proposal. Four copies of the proposals shall be submitted.

- A. Cover letter – Proposals should include a cover letter that indicates the following:
 - a) The proposer and key professionals do not have and do not anticipate a potential conflict of interest with the Town.
 - b) The proposer and key professionals are licensed to practice law in North Carolina and are members in good standing with the North Carolina State Bar.
 - c) The proposer agrees that during the term of the contract, its professionals will not represent anyone in a matter, proceeding, or lawsuit against the Town or any of its agencies or instrumentalities, unless by waiver approved by the Board of Aldermen or Town Manager. After termination or completion of this contract, proposer agrees that its professionals will not represent anyone in a matter, proceeding or lawsuit related to this contract;
- B. Qualification and Availability of Key Personnel - Describe the general capabilities of your firm and partners and others who will be participating in these transactions. Provide a recap of career experience of key partners, attorneys, and other individuals who will be assigned to work on the Town’s bond issue. Identify the attorney who will primarily perform the Town’s bond work and the location of the office from which this attorney usually works. Describe your firm’s ability to ensure that a qualified bond attorney is always available to meet the Town’s needs, including times when

the primary attorney is unavailable.

- C. North Carolina Local Government Finance Experience – List North Carolina local government referenda, general obligation fixed rate bonds, general obligation variable rate bonds, certificates of participation, installment contracts, public private partnerships, and revenue bonds in which your firm has participated from 2015 to present. Include the name of the client, contact person and phone number, role your firm played in issue, and the amount of the issue. For two different North Carolina municipalities, provide a detailed recap of bond counsel work provided since 2015 for a water and sewer installment financing or revenue bond project.
- D. Government Finance Tax Experience – Describe your firm’s tax law capability and experience in connection with the issuance of local government debt, including the capability and experience with Section 103 of the Internal Revenue Code of 1986, as amended.
- E. Price Proposal
 - a) Explain your method of determining fees, including charges for travel and out of pocket expenses. Also explain your approach to billing miscellaneous calls from the Town for which you would spend minimal time.
 - b) Indicate the fee your firm would expect to charge for work associated with the following sample financings. Include basis for computing the fee (e.g. size and type of issue, hourly rates, ‘blended’ hourly rates, etc.), maximum fee, and other additional charges, including out of pocket expenses. Note that these are sample financings and do not represent financings that the Town will necessarily undertake.
 - 1) \$2 million revenue bonds for pump station purchase.
 - 2) \$3 million revenue bonds for waterline replacement.
 - 3) \$2 million installment financing contract.
 - 4) \$5 million installment financing contract for General Fund CIP projects.
- F. Insurance – Identify your insurance company and describe the malpractice coverage and errors and omissions insurance coverage carried by your firm for work of this nature.
- G. List any lawsuits filed in the last six years in which your firm represented a plaintiff in which a North Carolina local government, agency, or official was a defendant. Specify nature of relief requested.
- H. List any claims or lawsuits against your firm by a client that was a North Carolina local government, agency, or official. Specify nature of the claim or lawsuit.
- I. The proposal should demonstrate the firm’s capacity to successfully apply and commit itself to the Town’s financings. Specifically, describe the firm’s organizational structure, staffing, and plan for coordination of activities.

8. Evaluation Criteria

The evaluation of the proposals will be based on the items listed above in Section 7 as well as compliance to applicable laws and regulations and overall clarity and completeness of response to the proposal.

9. Form of Submission

The Town will receive proposals in the office of and addressed to:

Town of Elon
Attention: Misty Hagood, Finance Director
104 S. Williamson Ave.
PO Box 595
Elon, NC 27244

The proposal can be delivered via U.S. Postal Service, commercial carrier or by hand. It is the responsibility of each bidder to ensure their proposal is received on time.

10. Terms and Conditions

- A. Submission of a proposal indicates acceptance by the agency of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the agency selected.
- B. The Town reserves the right without prejudice to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, to accept or reject any item or combination of items, and to request additional clarification of proposals.
- C. The Town reserves the right to negotiate separate contracts with multiple responding firms with respect to different types of bonds or issuances, if such separate contracts are deemed to be in the best interest of the Town.
- D. All proposals received become the property of the Town and information included therein or attached thereto, shall become public record upon their delivery to the Town. Any information deemed by the bidding agency to be protected as a trade secret shall be submitted separately in a sealed envelope along with a statement supporting this assertion.
- E. All costs associated with the preparation of a response to this request are the responsibility of the bidder and are not to be passed on to the Town.
- F. A hold harmless agreement should be contained in the contract as follows: The Provider agrees to defend, indemnify, and hold harmless the Town from all loss, liability, damages, claims or expense (including reasonable attorney's fees) arising from the work described herein caused in whole or in part by negligent act or omission of the Provider or his/her subcontractors, agents and employees, or anyone for whose acts any of them may be liable, except to the extent same are caused by the active negligence, sole negligence, or willful misconduct of the Town. It is the intent of this condition to require the Provider to indemnify the Town to the extent permitted under North Carolina law.