

REQUEST FOR PROPOSAL (RFP)
FOR
MUNICIPAL FINANCIAL ADVISOR

Issued by:

Village of Bainbridge, NY

33 West Main St

Bainbridge NY 13733

Issued: November 18th, 2020

Proposals must be submitted not later than 2 PM December 14th, 2020

Late proposals will not be accepted nor considered

There will be a public opening for timely submitted proposals on December 15th at 6:30 PM

For further information regarding this RFP contact

Brenda Parsons, Clerk/Treasurer on 607 967 7373

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1. General

A. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Municipal Financial Advisor services.

The Village of Bainbridge intends to use the results of the Request for Proposal (RFP) to contract for municipal financial advisor services. Please retain a copy of this document for your files. Should you be awarded the project, this document will be a portion of the contract terms and conditions.

NOTE: IT IS THE PROPOSER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSAL" DOCUMENT IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL

B. Definitions

The following definitions are used throughout the RFP:

The following definitions are used throughout the RFP:

Contractor means proposer awarded the contract.

Village means the Village of Bainbridge

Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.

RFP means Request for Proposal.

State means the State of New York.

Board means the Village of Bainbridge Board of Trustees

C. Scope

The Village is soliciting proposals from qualified firms interested in serving as a municipal financial advisor in connection with major capital improvement projects to the Village Water System presently being evaluated by the Village. The Village’s plans contemplate taking the capital project to the Village voters in March 2021.

The Village wishes to contract with a municipal financial advisor to assist the Village in determining the most cost-effective and successful financing for the project, to assist in selecting other required or beneficial finance professionals, planning and assisting with the issuance of bonds to finance the projects (including advising the Village on financing structure [e.g. amortization, term, discount, call features, etc.], marketing, pricing, and selling the bonds). It is expected, but not mandatory, that a portion of the debt issue may be issued through the State’s Environmental Facilities Corp (EFC). See **Attachment A. Scope of Municipal Financial Advisor Services** for a more complete description of expected services.

2. History and Background of Bainbridge NY

By the time of the Treaty of Fort Herkimer, signed in 1786, Governor Clinton purchased from the Oneida and Tuscarora tribes a substantial area between the Line of Property on the east and the Chenango River on the west for \$11,500. From this tract came the Town of Clinton, which included the present towns of Bainbridge, Afton, Fayette and portions of Coventry and Oxford.

The original townships were so large that small settlements were made and took new names. The settlement here was Jericho, which was located at Bush Corners, one mile northeast of today's village. The Vermont Sufferers first arrived in 1788, after a bitter boundary dispute between New York and Vermont. The unfortunate New Yorkers were dispossessed, and on May 6, 1786, were given 64 lots of 640 acres each, mostly in the more fertile areas just west of the Fort Stanwix line. The first official town meeting was held in 1791. In 1793 the Congregational Church of Celicia was formed which continues to this day as the United Presbyterian Church. On Oct. 17th, 1802, Benjamin Carpenter conveyed the Green which is today's Village Green Park to the Society of Celicia. A meeting house, the first house of worship, was built in the park in 1802. One night in 1813, a rascal put a torch to it and it burned to the ground. The burning of the meeting house caused such a furor that a petition to change the name of the Town was put to the state legislature, and in April 15, 1814, Jericho became Bainbridge, taking its name from Commodore William S. Bainbridge, a naval hero of the War of 1812.

Col. Richard W. Juliand from Greene bought the Central Hotel in 1817 (now the Olde Jericho Tavern) and was elected president of the Village that was chartered in 1829.

The change from lumbering to dairy farming as the dominant industry gradually came in the 1800s. By 1930, the dairy industry had grown to the point where there were many dairy related manufacturing plants operating in Bainbridge. Borden's bought the Casein Co. dry milk plant and the Milk Sugar Plant at the same time. They also bought one third of the American Plastics Corporation which used casein in plastics manufacture. Borden's became the largest employer followed by the school and NYSEG's Jennison Generating Plant. Borden's moved their operations to Ohio in the 1980s. The Jennison plant is shut down and no longer owned by NYSEG.

Along with the loss of these big employers went the employees who worked for them. Bainbridge population peaked in the 1980s at just over 3,000. It has since declined to about 1,300. The school is the largest employer, along with Amphenol and Acco Brands, the latter 2 companies located both in Sidney, 8 miles away. Bainbridge still has many very persistent and thriving small businesses, although at the time of this writing, is suffering from the economic effects of the Covid-19 pandemic.

3. Timeline of Events

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. The actions with specific dates must be completed as indicated unless otherwise changed by the Village. In the event that the Village finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
Nov. 18, 2020	RFP Issuance Date
Dec. 10, 2020	by 2 p.m. Last day for submitting written questions
Dec. 14, 2020	Addenda posted to www.villageofbainbridgeny.org
Dec. 15, 2020	Proposals due by or before 2:00 p.m.

Dec. 16, 2020 est.	Notice of Interviews
Dec. 21, 2020 to Dec. 30, 2020 estimated	Interviews with Proposers
Jan 4, 2021	Mayor makes recommendation to Board
Jan 5, 2021	Board reviews recommendation (action required)
Jan 6, 2021 est.	Notification of intent to award to recommended Proposer
Jan 7 – 31, 2021 est.	Contract negotiation and execution
Feb. 2021 est.	Project and debt structuring
Mar. 2021 est.	Public referendum on project and debt financing
Apr. 2021 est.	Project(s) start

4. Inquiries Regarding RFP Specifications

Any prospective Proposer desiring an explanation or interpretation of the RFP, specifications, etc., must request so in writing or by email, no later than 2 pm, December 10th, 2020, to allow information to reach all prospective Proposers before the proposal submission date. Verbal explanations or instructions given during any phase of this solicitation will not be binding. Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by the Clerk/Treasurer. Addenda will be posted on the Village Website <http://www.villageofbainbridgeny.org/> under the “Documents” tab. Proposers are responsible for checking this website for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

The Village Clerk/Treasurer is the sole point of contact for the Village during the selection process. Contact with anyone else involved with this process without the prior authorization may result in the disqualification of your proposal. Proposers are expected to raise any questions, note errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal in writing through email not later than 2 pm, Dec. 10, 2020 to the Clerk/Treasurer.

Written inquiries regarding this solicitation should be directed to:

Ms. Brenda Parsons, Clerk/Treasurer
 Village of Bainbridge
 33 West Main St.
 Bainbridge NY 13733
 Phone: 607-987-3393
 Email: villageofbainbridge@yahoo.com

Please reference “Financial Advisor RFP” when contacting the Village regarding this solicitation. The Village web site: villageofbainbridgeny.org will contain a copy of this document as well as a summary of any/all applicable addenda.

If the proposer fails to notify the Village prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

5. Firm Qualification Criteria

Qualified firms submitting responses to this RFP must meet the following criteria:

1. Firms must be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) and meet professional and testing standards. Issuers should be aware that MSRB Rule G-23 prohibits a broker-dealer firm that also provides financial advisory services bars the broker-dealer from serving as an underwriter for the transaction for which advice was given.
2. The Financial Advisor shall be in good standing with the MSRB and remain in compliance with all applicable rules and requirements of the MSRB and any other applicable governing authorities, laws, and regulations.
3. The Financial Advisory firm shall have a minimum of ten (10) years of exemplary experience in providing the municipal financing advisory services.

6. Affirmative Action

The Village hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting proposals in response to this invitation.

7. Non-Discrimination

Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, ancestry, national origin, sex, sexual orientation, gender identity, place of birth, crime victim status, marital status, veteran status, HIV positive status, genetic information, or against a qualified individual with a disability. This provision shall include but is not limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

8. Proposal Form and Content

A. Cover Letter

Cover letter expressing interest in the Village engagement, stating the Proposer's name, address, email, and telephone number, and signed by a representative of Proposer authorized to bind the Proposer.

B. Firm Background

Include an overview of your firm, including experience with other New York State municipal clients of similar size, management structure and ownership of firm, and a list of office locations. Identify the office location that will serve the Village. Describe the relevant experience of the firm with financings of other municipalities.

C. Proposed Services Narrative

The narrative on how Proposer will undertake the Scope of Services and description and list of demonstrated experience.

D. Assigned Personnel

Identify the person(s) with critical responsibilities who will be assigned to work for the Village and describe their role/duties. Describe education, experience, indication if a registered municipal advisor and qualifications which qualify the individual to perform consulting services specified within the Scope of Services. Include resumes for each person(s). Assigned persons must have a minimum of five years' experience in providing municipal financial advisory services to municipal governments and authorities.

E. Client List

Provide a list of municipal clients for whom the Proposer currently provides services.

F. References

List of references relating to projects completed for local governments of similar size to the Village over the last three (3) years. Include name, address, email, and phone number of a contact person.

G. Compensation And Fees

For maximum consideration, respondents should provide a minimum of two alternative fee structures for consideration by the Village as described below in Option 1 and Option 2. Respondents are welcome to provide additional pricing structures that they believe are appropriate for the Scope of Services

Option 1: Time and Materials Terms: Invoiced monthly.

Please provide hourly rates for all employees of the proposer's firm who would be providing services under this contract. List separately any additional costs or reimbursements that would be applicable to work performed under the contract scope. Total estimated costs for the project should be included.

Option 2: Fixed Contingency Fee Terms: Paid from bond proceeds as cost of issuance.

Please provide the fixed contingency fee applicable to the work proposed under this contract. List separately any additional costs or reimbursements that would be applicable under the contract scope. Total estimated costs for the project should be included.

Alternative Options

If respondents wish, they may provide other appropriate alternatives with descriptions, terms and total estimated costs.

Fee Details:

Subcontractor arrangements for completion of contract work shall be detailed. Be advised that, at any time, the Village may require the Proposer to itemize further and detail components of any or all Proposal fees, invoices, labor, materials, sales tax, etc. All items presented by the successful Proposer in the proposal shall be subject to negotiations between the Village and the Proposer.

H. Disclosure:

- a. Any finder's fees, fee splitting, payments to consultants, or other contractual agreements of the firm that could present a real or perceived conflict of interest must be disclosed in the proposal.
- b. Any pending investigation of the firm and its assigned team members or enforcement or disciplinary actions taken within the past three years by the SEC, FINRA, MSRB or other regulatory bodies must be disclosed in the proposal.

I. Solutions:

- c. Describe your firm's understanding of the local political, economic, legal or other issues that may affect the proposed financings, and ideas on how the Village should approach financing issues such as bond structures, credit rating strategies and investor marketing strategies.
- d. Describe your firm's municipal advisory experience necessary to assist the Village with either competitive or negotiated sales. Describe your firm's access to sources of current market information for pricing of negotiated sales and assisting the Village in planning and executing competitive sales.

J. Attachments:

Complete and include the following attachments with your proposal. Copies of these forms are in the Appendixes section.

- e. Contact, Signature, Non-Collusion and Authority Affidavit
- f. Client Names and Contacts Form
- g. Designation of Confidential and Proprietary Information – if needed. Failure to include this form in the RFP response may mean that all information provided as part of the response will be open to examination and copying. Marking material in the proposal as "Confident" is insufficient.

9. Terms and Conditions

A. Waiting Period

Proposals shall be firm offers, subject to acceptance or rejection for a period of up to ninety (90) days from the due date of the proposal until proceedings are completed and an award is made. Proposer shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. Insurance

In order to protect the Village from any liability based on the Contractor's work for the Village, the Village will require a certification for proof of insurance prior to the commencement of services. During the term of this Contract, the Contractor shall maintain at their sole expense, the following insurance.

Minimum Scope of Insurance

1. General Liability: Minimum \$1,000,000 combined single limit per occurrence for professional liability, commercial liability, bodily injury, personal injury, and property damage including products liability and completed operations for any claims that might occur in carrying out this agreement/contract.
2. Motor Vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of New York.

Acceptability of Insurers

All insurance is to be placed with insurers with a Best's rating of no less than A1 and who are admitted Insurers in the State of New York. Policies must be issued with a 30-day cancellation notices.

Verification of Coverage

The firm shall furnish the Village with certificates of insurance and with original endorsements signed by an authorized agent, affecting coverage required by the Village for themselves prior to commencing work or within fourteen (14) days of notification of award of the contract; whichever is shorter.

Submittal of Certificates

Submittal of the required certificates and endorsements are to be made to the attention of the following:

Ms. Brenda Parsons, Clerk/Treasurer
Village of Bainbridge
33 West Main St
Bainbridge NY 13733

10. Proposal Submittal

All Proposers shall complete and return one (1) original copy, four (4) copies, and email a PDF of their proposal to villageofbainbridge@yahoo.com. Any proposal found to be illegible or incomplete shall not be considered for selection. Regardless of delivery means, Proposers assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. Email only or faxed proposals will not be accepted. Hard copies must be received in hand by the proposal due date and time. Proposals must be clearly identified with Proposer's Name and Address, and "2020 Village of Bainbridge MFA RFP Submission"

11. Withdrawal of Proposal Before Closing

Any Proposer may request the withdrawal of their submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the Village will consider the Proposal null and void. Withdrawal of proposal will not prejudice Proposer's resubmittal for this or any future proposal(s). The Clerk/Treasurer will confirm withdrawal by telephone to the Proposer's point of contact.

12. Firm Financial Information

Provide a copy of the firm's most recent audited financials with the proposal.

13. Scope of Services

This Request for Proposals is for Municipal Financial Advisory Services as set forth in **Attachment A. Scope of Municipal Financial Advisor Services.**

14. Public Record

Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and be made available upon request unless otherwise marked. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the New York State Freedom of Information Law. The Proposer who claims such an exemption must also state in the proposal that, "The Proposer agrees to indemnify and hold harmless the Village and its officers, employees, and agents from any claims, liability or damages against the Village and to defend any actions brought against the Village for its refusal to disclose such material, trade secrets or other proprietary information to any party."

15. Proposal Preparation Costs

The Village is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals, or for costs incurred by responding to further requests for interviews or additional data prior to the signing of a consultant contract between the firm and the Village.

16. Proposal Disposition

All proposals and copies thereof submitted become property of the Village. At the conclusion of the selection process, the contents of all proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided by §87(2)(d) of the Freedom of Information Law of New York State.

17. Proposal Evaluation

The Board intends to conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. The primary responsibility for the evaluation rests with the Mayor, the Clerk/Treasurer and one additional Board member. Following the evaluation, the Mayor will make a recommendation to the Board. The proposal evaluation will be based upon the following criteria:

A. Technical Merits

The firm's experience in structuring and issuance of bonds, ongoing bond resolution management and post issuance tax compliance for municipal purposes as outlined in the Scope of Municipal Financial Advisor Services (Appendix A).

B. Requirement Responses

The firm's expected service and ability to meet the Village's need and the manner in which the firm's responses have addressed the needs, including the thoughtfulness and clarity of the responses.

C. Fee Structure and Total Costs

The firm's fee proposal will be evaluated in relation to other proposals received. The recommended proposal may not be the proposal with the lowest cost.

D. References

The firm's reputation and value added as experienced by client references provided.

E. Quality, Clarity and Completeness

Quality, Clarity, Completeness and succinctness of the submitted proposal is important.

18. Proposal Acceptance

The Village reserves the right to accept or reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The Village may interview selected proposers. The Village further reserves the right to award the contract to other than the lowest cost Proposer if such action is deemed to be in the best interest of the Village.

19. Contract Execution

Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a Consultant Services Agreement with the Village. Contractor shall and will truly execute and perform this agreement under the terms applicable to the satisfaction of the Village. Contract terms and conditions will be specified in an award letter to the winning firm. The initial term of the contract will be 3 years commencing on or about March 1, 2021, and shall include an option to renew with the same terms and conditions for 2 additional one-year renewal terms.

20. Contract Terms Negotiation

The Village reserves the right to negotiate the terms of the contract, include the award amount, with the selected Contractor prior to entering into a contract. If contract negotiations are unsuccessful, the Village may negotiate a contract with the next highest bidder.

21. Professional Licensing

The selected service Contractor, and any sub-consultant(s), shall possess any necessary professional certifications and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of New York and shall provide evidence of such to the Village with their proposal or prior to commencement of the work in such form as the Village shall require.

22. Indemnification

As appropriate, indemnification provisions will be incorporated into the Consultant Services Agreement, which will be executed between the Contractor selected for the services and the Village.

23. Federal, State, And Local Laws Applicability

The selected Contractor shall comply with all applicable federal, New York State, and local laws, rules, and regulations in effect during the period of the signed contract.

24. Business Registration

Proposers responding to this RFP must be registered with the State of New York as a business entity doing business in the State of New York at the time of proposal submission and at all times the contract is effective.

25. Retention Of and Access To Records

At all reasonable times during the term of this contract and for a minimum of three (3) years following final contract end date, the Village, and any designated representative shall have access to all records related to work performed under this contract and the attorney/law firm and all subcontractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

26. Drug-Free Workplace Requirements

The Contractor and all sub-contractors engaged under the Consultant Services agreement shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 et seq.).

27. Americans With Disabilities

The Contractor and all sub-contractors shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

28. Conflict Of Interest

No official, officer, or employee of the Village or of a local public body during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the Village has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the Village, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 18, §§ 800-804, 805 inclusive, New York State General Municipal Law.

29. Disputes

Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

30. Small, Minority and Disadvantaged Businesses

The Village hereby notifies all proposers that it will affirmatively insure that small, minority, and disadvantaged owned business enterprises will be afforded full opportunity and consideration

when submitting proposals in response to this invitation and will not be discriminated against on the basis of race, color, sex, creed, or national origin when reviewing the proposals for award of contract.

31. RFP Exemption:

The Village is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (effective July 1, 2014) and the exemption from the definition of “municipal advisor” for a person providing “advice”. In response to this RFP, the Village hereby notifies all investment banking firms that it wishes them to provide advice and recommendations on how to structure the issuance of municipal securities to finance the water system capital repairs and improvement program. The Village intends for such advice and recommendations to qualify for the RFP/RFQ exemption. The advice and recommendations may be made orally or in writing. The Village reserves the right to accept or reject any proposals submitted to it and to conduct a formal procurement process, in each case if deemed by the Village to be in its best interests and to comply with applicable laws and local procurement policies. This RFP is open from Nov 18th, 2020 to Dec 15th, 2020. The Village understands that by responding to this RFP, respondents are not municipal advisors to The Village.

32. Appendix A. Scope of Municipal Financial Advisor Services

This scope of services is a general guide of the work the Village expects to be performed and is not a complete listing of all services that may be required or desired. The Village is soliciting proposals from municipal financial advisors that may be selected to provide a comprehensive range of services necessary to produce a financially sound and cost-effective transaction, study, finance plan, or other work products requested by the Village.

Selected firms shall provide qualified personnel for services that may include, but are not be limited to, the following:

1. Provide advice and recommendation related to the issuance of bonds and project-specific financing programs.
2. Assist in developing capital financing plans for equipment and other assets including preparation of financial analyses and special reports as requested.
3. Review the overall financial status of the Village and recommend specific financing programs to maximize resources available for the implementation of each specific project.
4. Make available qualified personnel for consultations and conferences with Village officials, bond counsel, and staff members of the Village, on an as needed basis to discuss the financing plans and the projects, present recommended timing and structure of debt issues and final results of bond, BANs, and other debt instrument sales, either in person or remotely by conference call or video conference services such as Zoom. Provide written updates to the Village Board and staff reports as needed throughout the process.
5. Assist in the formulation of financing plans, including presentations of alternative financial programs and strategies, taking into consideration appropriate debt structures, timing, impact on tax rates and taxpayers, impact on current and future Village budgets, credit ratings, tax laws, and assessment of capital market conditions. Respondents should have familiarity with various tax approaches, including real property transfer tax, parcel tax, and others.
6. Provide recommendations whenever requested. In the performance of all aspects of financial planning, financial advisors must be cognizant of constraints imposed upon the Village by virtue of its budget and fiscally conservative posture.
7. Assist the Village with the drafting and timing of bond resolution(s), advertising, notice of permissive referendum, petition forms, notice of estoppel, etc. according to New York State Finance and Municipal Law.
8. With respect to bond financings, assist in sizing and structuring of the sale, bond registration, printing, prepare credit presentations, determine the maturing schedule, establish syndicate policies and closing procedures, and any other matters which may assist the Village in obtaining the lowest practical interest cost and the widest competition for purchase of its obligations.
9. Provide information and make recommendations with respect to the Village's evaluation of a competitive vs. negotiated sale structure. In the event that the Village decides to pursue a negotiated sale or otherwise solicit underwriter proposers, assist with the request for underwriter proposers and the evaluation of the quality of the responses. Assist the Village with accepting electronic competitive bids for each debt issue, if competitive bids are used. Evaluate, verify, and recommend the best bid based on true interest cost for the bids submitted on the debt sale date, to the Village board.
10. Assist the Village with preparing and delivering presentations designed to facilitate an understanding of public sector financing and its implications to public officials and Village residents.

11. Assist the Village with any steps necessary to ensure the reasonableness and the ability to demonstrate the reasonableness of the total cost of issuance. This includes all professional fees - e.g., bond and disclosure counsel, underwriter (if applicable), trustee, dissemination agent, etc. and other costs (e.g., printing, postage, etc.).
12. Assist in the preparation and review of legal and financing documents in coordination with Village Counsel, bond counsel, underwriter's counsel (if any) and disclosure counsel (if any), Village staff, and other relevant parties.
13. Create presentation materials and arrange calls/meetings with the rating agencies, bond underwriters (if negotiated), institutional investors, financial publications, Village of Bainbridge credit enhancers, and other market participants. Note that presentation materials must meet or exceed the Village's current aesthetic and informational standards.
14. Provide the Village with an analysis of the benefit of any relevant financial products such as investment agreements, swaps, and interest rate caps.
15. Provide the Village with an analysis of the benefit of any credit enhancement, such as bond insurance, lines of credit, letters of credit, and liquidity facilities. Assist in procuring any such credit enhancement and negotiating appropriate fees and terms.
16. Provide mailing list and overall management of mailing of the Preliminary Official Statement (POS) and Negotiated Official Statement (NOS) to potential underwriters and investors and manage the production mailing of the final Official Statement (OS).
17. Participate in pre-closing and closing activities to ensure that all documents contained in the transaction of the sale accurately reflect the Village understanding of the terms of the transaction. Review and approve closing documents including the tax certificate and 8038 filing forms. Provide certificates of financial advisor as required.
18. At the request of the Village, advise the Village on reinvestment strategies for bond proceeds and any other funds related to the financing, execute investment bid processes, as needed, and negotiate final terms and conditions on the Village's behalf.
19. Perform other financial advisory services as may be required from time to time, including advising the Village on refunding opportunities, including financial benefit analysis of a refunding transaction, and presentation to the Board of all aspects of a refunding issue.
20. At the completion of each transaction, prepare a summary of the transaction describing any unique financing feature, security and other characteristics of the transaction.
21. Analyze and make recommendations relating to various financing options so as to secure the lowest practical interest rate; enhance the marketability of the Bonds; achieve the widest competition for bond purchase to include retail, institutional, and other investor classes; and achieve optimal leverage of Village resources, while maintaining a prudent level of risk, through debt obligations. Identify the advantages and disadvantages of any recommendations.
22. Prior to sale, provide a comparable sales analysis and market outlook to justify proposed scale. In the case of a competitive sale, manage the marketing and sale of the Bonds. In the case of a negotiated sale, act as pricing advisor as the final scale is established.
23. Assist in the coordination of the bond closing.
24. Prepare a comprehensive "Final Pricing Book" within a reasonable time of the closing of each financing transaction that includes information requested by the Village.
25. Provide annual on-going services related to the Villages Municipal Continuing Disclosure Requirements when such expertise is needed.
26. Provide continuing updates and advice on the impact of current or proposed state or federal legislation and market conditions that could affect the financial plans of the Village and refunding opportunities.

33. Appendix B. Contact, Signature, Non-collusion and Authority Affidavit Form

Proposer firm name: _____

EIN or Social Security Number: _____

Address: _____

Number of Years in Business: _____

Contact name for questions regarding this proposal:

Name: _____ Title: _____

Phone: _____ Email: _____

By signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently prepared without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that no relationship exists or will exist during the contract period between _____ (firm name) and the Village that interferes with fair competition or is a conflict of interest; that the above statement is accurate under penalty of perjury.

The undersigned, having acquainted themselves with the conditions affecting the cost of the work and the work products, having read completely the requirements and any addendums thereto, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and other services and supplies necessary to produce in a complete and professional manner all of the services described in the RFP relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein.

Signature

Title

Name (Type or Print)

Date

34. Appendix C Reference Client Contacts Form

Proposer firm name: _____

Provide at least 3 current or recent (with in past 3 years) client names, address, contact person and contact information, and information on services similar to those requested in this RFP document provided to the client. Subcontractors cannot be references. _____

(firm name) authorizes the Village to contact any or all of the listed reference clients to obtain information, data and opinions with regard to firm’s performance under any contract, agreement or other business arrangement without liability to the client’s officers, directors or employees.

Client name 1: _____

Address: _____

Contact person: _____

Phone: _____ Email: _____

Description of products/services provided: _____

Client name 2: _____

Address: _____

Contact person: _____

Phone: _____ Email: _____

Description of products/services provided: _____

Client name 3: _____

Address: _____

Contact person: _____

Phone: _____ Email: _____

Description of products/services provided: _____

35. Appendix D: Designation of Confidential and Proprietary Information Form

Designation of Confidential and Proprietary Information

Proposer firm name: _____

The attached material submitted in response to the RFP includes proprietary and confidential information which qualifies as a trade secret as provided by §87(2)(d) of the Freedom of Information Law of New York State. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

We have examined the relevant New York State Statute and related case law, and hereby request that the following pages not be released:

Section	Page#	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

We further understand that prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

_____ (firm name) agrees to provide legal counsel or other necessary assistance to defend the designation of trade secret confidentiality, and agrees to hold the Village of Bainbridge harmless for any costs or damages it incurs arising out of the Village complying with the Proposer's request to withhold the pages indicated above, and proposer agrees to hold the Village harmless for any damages arising out of the release of materials not specifically designated above.

Authorized representative:

Signature Title

Name printed or typed Date