

Request for Proposals

Bond Counsel Services
Ref #21615RFPLC

LUZERNE COUNTY PENNSYLVANIA

DUE DATE March 3, 2015 at 12:00 pm

Luzerne County Purchasing Department
Attention: Mr. Mark A. Zulkoski
Penn Place Office Building
20 North Pennsylvania Avenue
Wilkes-Barre, Pa 18711
570-820-6337
mark.zulkoski@luzernecounty.org

FIND US AT: www.luzernecounty.org/procurement

Attention:

RFP's will be received weekdays between the hours of 9:00 am to 4:00 pm only (excluding holidays).
All RFP's must be delivered by the time stated in the bid packet.
All RFP's must be delivered to the:

Purchasing Department
20 North Pennsylvania Avenue
Suite 203
Wilkes Barre, Pa 18711

Failure to follow these instructions will result in bid rejection.
Any questions in regard to the bid package, please contact Mark Zulkoski
At 570 - 820 -6337 or mark.zulkoski@luzernecounty.org.

ATTENTION

YOU MUST PRINT THE BELOW ADDRESS AND RFP INFORMATION AND AFFIX TO THE OUTSIDE OF YOUR RFP ENVELOPE. THE RFP WILL NOT BE ACCEPTED IF THIS INFORMATION IS NOT PROVIDED.



Luzerne County
Purchasing Department
Penn Place Bldg.
Suite 203
20 N. Penn Ave.
Wilkes-Barre, PA 18711

All RFP returns must have this label attached
With the name and reference number of
the RFP to the outside of the return envelope
(UPS, FEDEX, etc.) or it will be rejected.

RFP Name _____
Company name _____
Reference # _____

Respondents who use USPS services, PLEASE NOTE:

The Post Office does not deliver mail directly to Penn Place.

You should allow additional time for your bid to be forwarded

from the Court House to Penn Place. It is the Bidders responsibility to get their bid packets to the
Purchasing Department by the time specified.

It is the Bidders responsibility to get their bid packets to the PURCHASING DEPARTMENT by the time
specified. LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL.

Notice to Responders

Sealed RFP proposals must be submitted to the Luzerne County Purchasing Department, c/o Mark A. Zulkoski, 20 North Pennsylvania Avenue, Wilkes Barre, PA 18711 by **12:00 p.m.. (prevailing time) March 3, 2015 for Bond Counsel Services, Ref #21615RFPLC**

RFP's will be opened in the Luzerne County Purchasing Department.

RFP packages may be obtained at the offices of Luzerne Purchasing Department in the Penn Place Building, 20 North Pennsylvania Avenue, Wilkes Barre, PA 18711, and on the website at www.luzernecounty.org.

RFP's will be received weekdays between the hours of 9:00 am to 4:00 pm only (excluding holidays).

Failure to follow these instructions may result in RFP rejection.

The attached labels must be affixed to the outside of the mailing envelope or the RFP will not be accepted.

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place.

It is the Responders responsibility to get their RFP packets to the purchasing office by the time specified.

Luzerne County will not be responsible for late or misdirected mail.

The responder must honor the prices for a period of one (1) year from the date of the execution of the contract and/or as negotiated and provide for in the contract agreement.

by signing and submitting a RFP, each bidder shall be deemed to have consented in writing that the RFP may be awarded and shall remain open up to sixty (60) days of the RFP opening.

the County of Luzerne does not discriminate on the basis of race, color, national origin, sex, religion, age, family, and handicapped status in employment or the provision of services.

The County of Luzerne is an equal opportunity employer.

Luzerne County manager reserves the right to reject any or all RFP's, or any part or items of the RFP's.

Luzerne County advertisement published by the order of

Robert C. Lawton
County Manager

General Instructions to Respondents

1. All prices shall include delivery. Orders only placed, after receipt of a formal purchase order issued by the purchasing department.
2. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
3. All responders are responsible to see that their names appear in the purchasing department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
4. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested.
5. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
6. It is agreed by the parties hereto that wherever the word "purchasing agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of and subject to the approval of the county manager and administrative officers.
7. RFP's for all or part where RFP's are not qualified by specific limitations, the county reserves the right to award all or any of the items according to its best interest, unless otherwise required in the specifications.
8. In case of error in the extension of prices, the unit price shall govern.
9. It is mutually agreed and understood that if at any time, the Purchasing Agent or his/her authorized representative shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating any of the contract requirements or conditions, or is executing the same in bad faith, he/she shall therefore have the power to take whatever action he/she may deem necessary to complete work or delivery herein described or any part thereof said charge shall be deducted from and paid to the county out of such money as may be due to the contractor by virtue of this agreement, and the bondsmen to be held liable for any balance due at the completion of the contract.
10. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee or the time consumed in the completion.
11. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or testing laboratory will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the county satisfactory work and materials. the contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the county otherwise bondsmen in this case are liable for satisfactory completion of the contract.
12. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
13. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other person, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.

14. The County Manager and administrative officers reserve the right to reject any and all RFP's or specifications when deemed to the best interests of the county and also to purchase any part or none of the materials specified.
15. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by the County notwithstanding anything to the contrary expressed by the responder in his/her RFP.
16. The County will reject all materials that do not meet the specifications even though the responders list the trade names of such materials on the proposal sheet.
17. The material and equipment shall be delivered to the county of Luzerne, Pennsylvania. all prices quoted shall be f.o.b., Luzerne County Court House, or point of destination within Luzerne County.
18. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure to do so, the award may be cancelled. (and the check submitted shall be forfeited and become the absolute property of the County of Luzerne. It is also understood by the successful responder that if, he or they, under the conditions herein imposed relinquish absolutely all right to recover said amount or any part thereof by suit or mandamus.)
19. The responder or responders to whom the contract is awarded agrees to relinquish the County of Luzerne from all suits or action of any nature or description brought against them for or on account of the use of patents, appliances, products or processes.
20. The County Manager and administrative officers, however, at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.
21. All RFP's must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelope/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
22. Responders must write or print the figures in ink or typewritten.
23. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind. or alterations may be rejected.
24. The County Manager and administrative officers of Luzerne County reserve the right to reject any or all proposals, or any part or parts thereof as may deem to the best interest of the County of Luzerne. The Luzerne county manager also reserves the right to cancel the award at any time before the execution of the contract.
25. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County. therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager. Any party to purchase, sale, award, contract or other transactions for a period of no less than the later of (i) the fifth (5) year following the contract expiration date or (ii) in the event an audit has been commenced within the five (5) year period, the date that Luzerne County expressly states in writing that such books, records, and documents no longer are required to be retained for review, inspection and/or reproduction.
26. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks an/or trust company treasurer's checks in lieu of a performance bond, such checks may be cashed and retained by Luzerne County pending the responders full and faithful performance of the RFP.

Signing of the Agreement

The successful responder or responder's will be required to sign the articles of agreement as follows:

1. If you are trading as an individual – all copies of the articles of agreement must be signed by the individual to whom the award is made and the signature must be witnessed by the same witness.
2. If you are trading as a partnership – all copies of the agreement must be signed by every partner comprising the partnership. regardless of the number and these signatures must be witnessed by the same witness.
3. If you are trading as a corporation – all copies of the articles of agreement must be signed by the president (or vice president) and attested by the secretary or assistant secretary and the corporate seal must be affixed to all copies.

REQUEST FOR PROPOSAL

BOND COUNSEL SERVICES LUZERNE COUNTY

REF #21614RFPLC

Proposals are being sought on behalf of Luzerne County, Pennsylvania (the "County") for Bond Counsel services in connection with the County's upcoming general obligation bond issue in the total approximate amount of **\$130,000,000+** (the "Bonds") which may be issued in one or more series. The Bonds will be used to refinance various bond/note issues of the County, including the Series A of 2006 Variable Rate Demand Notes as well as other outstanding bonds of the County, to pay the termination amount on the two fixed payer swaps and other costs of issuance. In addition, the bond counsel will also be utilized in other as needed bond issues and to provide general bond advice.

The existing Standby Bond Purchase Agreement on the County's \$88,515,000 Series A of 2006 expires in mid-April 2015. Since May 2013, the cost for this facility has increased. Given this escalation in cost, the County is seeking to pursue an alternative financing vehicle. Options which include a fixed rate refunding, a direct purchase Floating Rate Note, and a publically offered Floating Rate Note have been presented to the County.

The fixed rate scenario contemplates terminating the two existing fixed payer swaps associated with the Series A of 2006. Currently, the scenario anticipates transferring the two basis swaps which are associated with the Series A of 2006 and also the Series C of 2003 onto the new refunding series, however, this may change based on market conditions. JP Morgan and PNC are each a counterparty to one of the County's fixed payer swaps and one of the basis swaps.

As currently contemplated, both variable rate options would transfer all of the existing swaps to the new refunding bonds.

The current timetable anticipates the County adopting a parameters ordinance in March (reviewed at two public meetings) and completing the transaction by the expiration of the SBPA which is April 24. The selected Bond Counsel will be working with PFM as Financial and Swap Advisor on this transaction. Bond Counsel will be responsible for all customary roles related to this type of transaction.

FORM OF PROPOSAL

Your proposal must contain the following information in approximately the following format:

1. **Public Finance Attorneys.** List the attorney who will have primary responsibility for the engagement as well as all other attorneys expected to play a role in the representation. Describe the qualifications and experience of each such attorney, the number of years of practice in the public finance area as well as experience in Pennsylvania municipal bond market.

2. **Reference.** Please provide the names of at least three individuals who are in a position to speak knowledgeably as to the quality of your work as Bond Counsel. In each case, provide their full name, title, address and phone number, and describe the transaction on which you worked with them. We prefer (but do not require) as references managers or other officials from similarly situated local governments for whom you have acted as Bond Counsel within the past three years.

3. **Pennsylvania Local Government Experience.** Please provide a list of your firm's Pennsylvania local government bond issue experience within the past five years, including the name of the municipality, and the amount and timing of the bond issuance.

4. **Swap Termination Experience.** Please provide your experience with the termination and transfer of swaps.

5. **Tax Experience.** Please describe your firm's ability to provide the County with "tax advice" with regards to tax-exempt financing of its projects and "post issuance compliance" matters. Does your firm have a dedicated "103 Tax Attorney"?

6. **Conflicts of Interest.** Please note and describe any potential conflicts of interest your firm might have, or which might arise, due to your involvement with the County. The County's Bond Counsel will have a continuing obligation to disclose to the County any actual or any potential conflicts with respect to its representation of the County. During the course of any financing for the County, do you envision undertaking and being compensated for the representation of any other parties in the transaction?

7. **Fees.** Please describe the basis upon which your fees for professional services will be calculated. Provide an estimate of your expected range of fees for a total issuance of approximately **\$130,000,000+** and out-of-pocket expenses for such transaction. Also, please provide a "capped" or not to exceed fee amount. Explain whether you would bill for miscellaneous advice requested outside of a specific financing, and how such fees would be calculated. Please address whether payment of your fee is contingent upon the successful consummation of a Bond issue. Further, please include hourly rates for other bond issues and bond advising.

8. **Non Collusion Affidavit.** Each party submitting a proposal is required to execute a Non Collusion Affidavit. This Non Collusion Affidavit states that the party independently developed its proposal and did not collude or conspire with any other party in developing and quoting a fee. Please complete, execute, notarize and return the attached Non Collusion Affidavit with your proposal.

RETURN OF PROPOSAL TO LUZERNE COUNTY

Please deliver an electronic copy of the RFP response to the Luzerne County Purchasing Department no later than **12:00 pm on Tuesday, March 3, 2015.**

Please send to: **Mark Zulkoski, Director of Purchasing** at **mark.zulkoski@luzernecounty.org**

The Luzerne County Purchasing Department will provide all proposals to the Luzerne County Council for their review and selection. After evaluation of the proposals, the Luzerne County Council will select the law firm having the proposal which best meets the needs of the County. This Request for Proposals is not intended to create a public competitive bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated. This Request for Proposals does not create any obligation of the County to any party who is solicited for and/ or submits a proposal. Luzerne County may decide to conduct interviews with parties submitting proposals for further evaluation of the parties. Further, the County specifically reserves the rights to: amend this Request for Proposals; reject any or all proposals; and re-issue this Request for Proposals.

Responders Signature Form

Responder _____

Proposal must be signed here _____

Address _____

Telephone number _____

Individual Partnership or Corporation

The responder certifies that they come under the class checked below:

Please insert names:

A. Individual owner _____

B. Partnership partners _____

C. Corporation _____

Exact name of corporation

_____ State incorporated

Note:

All county proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responders records.

Proposals should be as net prices and shall prevail in the awarding of contracts.

Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.

It is understood by both the county and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder states that such trade names, catalogue numbers or samples are not equal to the specified item.

Return to Purchasing Department

Proposal Blanks

To the County Manager:

I, the undersigned being a duly authorized representative of

Submit for your consideration a proposal to supply

The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) within sixty (60) days.

Date: _____ 20 _____

Signature-typewritten

Signature-signed in ink

Street

City & State

Zip

Company telephone number

Salesman's telephone number

Company fax number

E-Mail Address

Non Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) She/He is the _____
(Owner, partner, officer, representative or agent)
of the Bidder that had submitted the attached bid.

(2) She/He is fully informed with respect to the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

(3) Such bid is genuine and is not part of any conspiracy, collusion or deception

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has 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 bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element for the bid prices or the bid price of any bidder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against the any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.

(6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/proposal opening.

(7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a bid/proposal on this contract, or to submit a bid/proposal higher than its bid/proposal, or to submit any intentionally high or noncompetitive bid/proposal or other form of complementary bid/proposal.

(8) The bid/proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.

(9) The above representations are material and important, and will be relied on by Luzerne County in awarding the contract(s) for which this bid/proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of bids/proposals for this contract.

(Signed) _____

(Name)

(Title)

Notary Public

Subscribed and sworn to before me this _____ day of _____, 2014

Name

Title

My commission expires: _____