

**MUNICIPAL ADVISOR
REQUEST FOR PROPOSALS
AND
STATEMENT OF QUALIFICATIONS**

1. PURPOSE

The Long Hill Fire District, located in Trumbull, Connecticut, is soliciting proposals for the purpose of obtaining the services of a qualified financial consultant to act as the District's Municipal Advisor for current and future bond issues.

2. BACKGROUND INFORMATION

The Long Hill Fire District (hereinafter the "District") consists of approximately 51% of Trumbull, Connecticut. The Town of Trumbull has a population of approximately 36,000 within an area of 23.5 square miles. The District provides fire and rescue services in and around the District area located on the western side of town, is a "fire district" within the meaning of Connecticut General Statutes Chapter 105 of the Connecticut General Statutes, and has a budget funded by an annual property tax level. The District's finances are the subject of an annual audit. The District's history is located on the District's web site at www.longhillfiredistrict.org. The District's approved General Fund budget for Fiscal Year 2016/2017 is \$1.3 million, and the annual property tax levy of \$1.25 million.

To construct a new Fire Station, the District has authorized the issuance of \$7,000,000 General Obligation Bonds of the District, secured by the full faith and taxing power of the District, to be paid from tax revenues unless paid from other sources. The District has no outstanding debt and never previously issued bonds or incurred debt except for periodic loans to purchase fire apparatus. The last apparatus loan was paid off in July 2016. The District does not have a credit rating. The District seeks a Municipal Advisor registered as a municipal advisor with the Securities and Exchange Commission to advise it with respect to the issuance of bonds, notes or other obligations to finance the construction of the Fire Station. The District does not expect to issue debt in the foreseeable future other than for the Fire Station project.

3. SCOPE OF SERVICES

The Municipal Advisor shall provide services to the District with respect to the issuance and management of debt that will include, but not be limited to:

- A. Review and recommend the type of debt to be issued by the District, whether bonds, notes or other obligations, detailing the options available and the advantages and disadvantages of each, including but not limited to cost, and to provide customary municipal advisory services in addition to those specific services herein.
- B. Advise the District of current bond market conditions and trends, financial products, credit and credit analysis, third party alternative financing and special facility financing and recommend method of sale of debt instruments, and as to the advisability of obtaining credit ratings and coordinate preparation and submission of information to rating agencies including presenting information to rating agencies on behalf of the District, as needed.
- C. Review and recommend the manner of incurring the debt and determining its cost, whether by public sale, private sale, whether to obtain a bond rating from a bond rating agency and if so which one or

more, to manage, assist and advise the District with respect to accomplishing all conditions precedent to implementing the Municipal Advisor's advise or the course of action to be taken by the District, and to provide services and advice as a fiduciary to the District.

- D. Coordinate bond and/or note issues with District officials, municipal bond counsel and credit rating agencies to include the following:
- 1) Assist in developing a debt financing and feasibility plan, terms of debt maturity and payment dates, alternative methods of financing, tax rate impact computations and other statistical information particular to the debt issuance options and the District 's overall debt position taking into consideration all future debt to be issued, if any.
 - 2) Coordinate the financing with District officials, bond counsel, and credit rating agencies, including, but not limited to the following:
 - a. Review and recommend the structure and timing of issues.
 - b. Prepare recommended time schedules for all phases of each financing.
 - c. Maintain coordination with bond counsel to meet all legal requirements.
 - 3) Assist the District in the preparation of the Official Statement (as used herein, "Official Statement" means not only the document described in 15c2-12, but any financial or demographic information to be provided to a credit rating agency or any other party who may have an interest in the District's debt), including gathering and coordinating the information from their sources.
 - 4) Proofing of the Official Statement before distribution.
 - 5) Arrange for the printing of the Official Statement, and the reprinting of the cover page as required by the Securities Exchange Commission Rule Number 15c2-12.
 - 6) Distribute the Notice of Sale and Official Statement to a comprehensive list of municipal bond dealers, banks, and any potential purchasers.
 - 7) Assist in the preparation of the presentation to the credit rating agencies, such as, but not limited to, Moody's Investors Service and Standard & Poor's.
 - 8) Provide for the sale process, including: advise as to timing of entering the credit markets, electronic and other means of soliciting, receiving, evaluating and awarding proposals received on the day of the sale, mathematical verification of the proposals submitted and bidder qualification and reliability. In the event of a negotiated sale, advise and recommend the method of lender selection, review all aspects of negotiated pricings, monitoring performance of underwriting/lender, advise and recommend with respect to the pricing and otherwise obtain the best pricing terms available.
 - 9) Coordinate the final closing and settlement in order to have proceeds wired directly into the District's current operating account and the payment of any outstanding bond anticipation notes or callable bonds.
 - 10) Assist the District in securing Paying Agency services for bonds and notes.
 - 11) Should circumstances require municipal bond insurance, assist the District in coverage qualification. Analyze premium costs and its impact on the financing rate.
 - 12) Attend meetings with District officials, boards and committees and make presentations when requested.

- E. Review and make recommendations regarding the planning of debt issues as they relate to the District's long-term capital planning / improvement program.
- F. Review and make recommendations on the District's debt policy and practices.
- G. Define credit enhancements and call provisions.

4. PROPOSAL CONTENT AND PROCESS

Part A-Content

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

- A. State full name and address of your organization. Include names of lead professional personnel, titles, qualifications, and departments to be assigned to the District's account.
- B. Provide a brief description of your firm, including qualifications, experience, depth of staff, quality control, and, demonstration of your ability to be the District's Municipal Advisor. Identify special licensing or registrations held by professional(s) assigned account responsibilities with a state, federal or other regulatory agency particular to financial services, consulting or advisory services, and your adherence to those requirements.
- C. Include a resume and list of engagements of those individuals who will act in an advisory capacity for the District. In this regard, place at the top of the list entities whose characteristics and debt issuance experience most closely match those of the District.
- D. Minimum Qualifications & Requirements
 - 1) Provide not more than five references from a current or recent municipal client (within the last 3 years) for which your firm served as Municipal Advisor, which are similar in size and experience to the District.
 - 2) Provide the following information on the last five debt issues which you served as Municipal Advisor:
 - a. Name of Issuer;
 - b. Type and size of issue;
 - c. Name and telephone number of issuer's representative.
 - 3) Provide the above information for those issues you have served as Municipal Advisor that most closely match the characteristics of the District.
 - 4) Provide a list of clients you are actively serving in Connecticut.
 - 5) Provide evidence that you are a municipal advisor registered with the Securities and Exchange Commission.
- E. Briefly answer the following questions in the order presented based on your preliminary understanding of the District and its intentions:
 - 1) The District currently has no credit ratings. Generally, would you recommend the District obtain a rating?
 - 2) What challenges does obtaining a rating present, and how would you recommend we handle them?
 - 3) Would you recommend the District utilize negotiated or competitive debt sales?

- 4) Is there any current or pending litigation against your firm or any investigations by regulatory agency with regard to your function as Municipal Advisor? If yes, provide a detailed explanation.
 - 5) What practices or strategies does your firm employ to keep costs of bond issuance (other than your firm's fee) as low as possible?
 - 6) Are you registered as a Municipal Advisor with the Securities and Exchange Commission?
- F. Include any topics not covered in this document, which you wish to disclose to the District, which further describes your firm's level of qualifications as a Municipal Advisor.
 - G. Explain in detail any existing or potential conflict of interest that would be created by your firm's representation of the District.
 - H. Provide a description of the manner in which compensation to the firm would be determined for services rendered as Municipal Advisor for complete. Your response to this question should include the expected costs for the financings the District might implement, including one bond sale, one or more note sales followed by a bond sale, or the cost of such other financing as you may propose, etc. You may suggest alternative fee arrangements in addition to the one you are proposing.
 - I. Provide a list of services not covered by the proposer's fee for the services requested.
 - J. What other expenses are not covered by your proposal? Such expenses may include but are not limited to: out-of-pocket expenses, rating services fees, printing and mailing of the Offering Statement, printing of bonds, publishing notices on bond sales, travel costs, and any other expenses to be paid by the District in connection with any bond or note sales.
 - K. Provide an hourly rate schedule for additional services outside the scope of services for this proposal.

Part A-PROCESS

A. SCHEDULE TIMELINE

The District will attempt to follow this timetable, which should result in a final selection by December 8, 2016.

TASK	DATE
Issue RFP	November 10, 2016
Deadline for submitting questions	November 29, 2016
Deadline for Submittal of Proposals	November 30, 2016
Preliminary Selection of Short List	December 2, 2016
Interviews	Between December 5 to December 7, 2016
Final Selection	December 8, 2016

B. RECEIPT OF PROPOSALS

If your firm is interested in being considered as Municipal Advisor for the District, proposals must be received no later than 3:00 PM (local time) **November 30, 2016** at the office of the District. Each proposer must submit 1 signed original and 5 copies of their proposal, which must be submitted in a sealed envelope and clearly marked on the face of the shipping material "MUNICIPAL ADVISOR RFP".

Long Hill Fire District
6315 Main Street
Trumbull, CT 06611

Proposals received later than the time and date specified will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

The District may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The District reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The District reserves the right to correct an award erroneously made as a result of a clerical error on the part of the District.

A contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to the District by nonpayment of taxes, by debt or contract, or who is in default as surety or otherwise by any obligation to the District .

Prior to the opening of Proposals, firms may correct, modify, or withdraw their proposals. A Proposer who wishes to withdraw a Proposal must make the request in writing to the District. Any corrections or modification to a Proposal must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the Proposer's original Proposal.

Any agreement or contract that results from the acceptance of a proposal shall be subject to review and modifications by the District Attorney and must contain all terms conditions and specifications of the bid document.

C. INSTRUCTIONS / GENERAL INFORMATION

Questions: All questions should be submitted in writing (email will suffice) to:

Rick Wilkins, Commissioner and Kathy Wakeley, District Office Manager
Long Hill Fire District
6315 Main Street
Trumbull, CT 06611
(203) 452-0779
rwilkins@longhillfd.com
kathy@longhillfd.com

Taxes: The District is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut. Such taxes should not be included in the proposal price. Exemption certificates will be furnished to the successful bidder upon request.

Laws: All services provided and any material furnished shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

Hold Harmless & Indemnification Agreement: The proposer assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the District, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this proposal.

Non-Collusive Bid Statement: The proposer, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The proposal has been arrived at by the proposer independently and has submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation for proposal, designed to limit independent bidding or competition, and,
- b. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer, and will not be communicated to any such person prior to the official opening of the proposal.

The bidder further certifies that this statement is executed for the purposes of inducing the District to consider the proposal and make an award in accordance therewith.

Non Discrimination Clause: The consultant / contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, conditions or privilege of employment because of race, color, religious creed age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The consultant / contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

Debarment: Persons or firms currently debarred under the Federal Davis Bacon Act that are included on the State Debarment List pursuant to Connecticut General Statutes, Section 31-53a, as amended, shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

Indemnification: To the fullest extent permitted by law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the District, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Provider's performance of the Agreement or any other agreements of the Provider entered into by reason thereof. The Provider shall indemnify and defend the District, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence,

and/or willful, wanton or reckless acts or omissions of the Provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees, Any other portions of the Agreement relating to insurance requirements shall not affect this indemnification. The Provider agrees that it will obtain and keep in force at all times and at its own expense, insurance in accordance with these specifications.

Insurance: The Provider shall provide a certificate of insurance naming the District, Connecticut as an "additional insured" in the minimum amounts as specified herein.

- A. Workers' Compensation - limits as required by the Labor Code of the State of Connecticut
- B. Employer's / General Liability - limits of \$1,000,000.00 aggregate, \$1,000,000.00 per occurrence
- C. Professional Liability - Municipal Advisor's minimum amount of \$1,000,000 combined single limit, occurrence form preferred. If issued on claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following completion.
- D. The contractor shall furnish the District with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be on file thirty (30) days prior to expiration.

Stipulations: A contract issued as the result of a proposal shall not be considered exclusive. The District reserves the right to contract with other consultants / contractors for similar services when deemed appropriate.

The District also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory performance.

D. BASIS FOR THE AWARD

The District shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal. The evaluation shall determine the ability of the proposer to perform, past performance, ability to meet time requirements, principals assigned to the project, technology capabilities, price and an understanding of the work to be performed and the needs of the District. A final decision will be based on the above information and the interview.