



City of Coos Bay

Finance Dept.

500 Central Ave., Coos Bay, Oregon 97420 • Phone (541) 269-8915

Fax (541) 267-5912

Request for Proposals For a Financial Advisor

NOTICE

The City of Coos Bay and the Coos Bay Urban Renewal Agency (City) are requesting proposals for the services of Financial Advisor as described in the attached RFP. Qualified organizations are invited to submit three (3) copies of a proposal as describe in the Rules of Proposal Submission, under Proposal requirements.

The term of the first contract is proposed to be for a three (3) year period with an option to extend twice, for an additional one (1) year each, at the City's discretion.

SUBMISSION OF PROPOSAL

To receive consideration, proposals must be submitted in accordance with the following instructions:

1. All proposals shall be sealed and delivered to the

City of Coos Bay
Attn: Susanne Baker
500 Central Avenue
Coos Bay, OR 97420
2. Submit three (3) copies of the proposal postmarked no later than 3:00 p.m. on March 31, 2014.
3. The envelope must be clearly marked "PROPOSAL FOR FINANCIAL SERVICES".
4. If you have any questions, please contact Susanne Baker at sbaker@coosbay.org.
5. Provide a description of services and expenses that would be delivered by your firm; provide a schedule and hourly rates of staff and what expenses would be covered; and identify any fees and expenses that would not be covered under this schedule.
6. The City reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable.

Overview of Request for Proposal.

A. General Description

The City is seeking the following financial services for a contract term of three years, with two, one-year options, which may be exercised at the City's discretion.

The City of Coos Bay expects to issue approximately \$80,000,000 in borrowings over the next five years in a combination of revenue bonds, general obligation bonds, DEQ financing options, IAF financing options, and other financings for the construction of a new wastewater treatment facilities, wastewater collection system, storm water systems, Library building, and urban renewal bonds.

The City reserves the right to cancel this agreement for its convenience at any time with 60 days advanced written notice. Requested financial advisory services may include, but are not limited to, assisting the City to:

1. Provide as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing and special facility financing.
2. Prepare analyses and evaluations of potential refundings and new money issues.
3. Review and evaluate financing options, financial feasibility studies, legal documents and pricing of any financing and any escrow.
4. Address options available to adequately meet the capital needs of the City.
5. Evaluate legal approaches permitting various financing structures and propose financing methods that will meet the City's objectives.
6. Advise the City/Agency on areas of industry specific knowledge that affects the financing and marketing of a project debt.
7. Assist bond counsel in preparing the text of an official statement as required. The official statement and disclosure documents will include a description of the securities, the project, and pertinent financial and economic data.
8. Assist in negotiations with bond insurers and or letter of credit providers.
9. Manage competitive or negotiated sale process. Arrange for advertising and pre-marketing of issue. Represent the City at the bid opening for a public sale and analyze bids, identify the most favorable bid, and make a recommendation as to award of bid. Act as the City's agent if bid negotiations are required. In the event of a negotiated offering, assist the City in negotiating appropriate terms, reviewing spreads, comparing deals, analyzing market levels, and clarifying syndicate roles with selected underwriter.
10. Assist the City in closing the financing, which includes assistance in selecting a bond printer and in advising the City on the investment of proceeds pending expenditure.

B. Scope of Work

1. The City requires expert advice on the structuring, pricing, sale, and servicing of Urban Renewal Bonds, General Obligation Bond, Revenue Bond, and other future financings.

2. The Financial Advisor will be expected to assist with the evaluation of potential funding sources; help determine whether or not borrowing is required; assist with complete preparation of requests for proposals for financing related services; evaluate and make recommendation regarding internal financing options for capital projects; work with bond counsel; provide parity calculations for the Urban Renewal Bond and revenue financings; prepare bond sale calendars; coordinate requests for ratings or credit enhancements; make recommendations on issue sales; assist with closings; and prepare post-sale reports.
3. Expert advice will be requested on a specific project basis, however, the financial advisor shall provide as needed general consultation on public finance matters.
4. The Financial Advisor may be required to attend meetings of City department heads, council committees to establish terms of debt issues and meetings of the City Council / Urban Renewal Agency held to authorize debt issues. Attendance may also be via conference call at the City's discretion.

C. Proposal Content Maximum 25 pages

1. A detailed statement of the firm's qualifications and experience in financial advising and consulting. Specific experience with general obligation bonds, revenue bonds, urban renewal bonds and other public financing mechanisms should be provided.
2. A list of principal(s) assigned to the City together with a statement of their expertise as demonstrated by direct experience in municipal financing. The expertise of each principal must be clearly presented; it is recommended that resumes be included.
3. At least three (3) references from Oregon municipal governments relating to financing projects completed in the last three (3) years. Provide name(s) of government(s) contact person(s), phone number, and describe the nature of the project.
4. A statement on how the firm will provide services and address the scope of work of this proposal. Describe the firm's ability to provide timely access and service to the City.
5. Written disclosure of any potential conflict of interest.
6. An estimate of fees to provide financial advisory services to the City and Agency for any bonds, assuming it is publicly offered. If the firm proposed to charge the City hourly, please provide an estimate of hours.
7. Any supplementary information or material.

GENERAL INFORMATION

Interviews: Proposers may be invited to an interview with the City's Selection Committee. Selected firms will be contacted regarding time and location of an interview.

Compliance with Rules: Proposers responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP and the Rules of Local Contract Review, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 shall apply to all

personal service contracts of the City. Failure to comply with or complete any part of this RFP may result in rejection of your Proposal.

Proposal Withdrawal: Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

Appeals: Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay
City Manager
500 Central Avenue
Coos Bay OR 97420

Ownership of Documents: Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

Confidentiality of Information: All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

Public Record: All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

Indemnity: The Financial Advisor shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Financial Advisor or any of its agents, employees or representatives. The indemnity applies to both active and passive acts and other conduct.

Employment Status: Contractor shall perform the work required by this contract as an independent contractor. Although the Owners reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the Owners cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

Contractor represents and warrants that the Contractor is not an employee of the City of Coos Bay or Coos Bay and meets the specific independent contractor standards of ORS 670.600. Contractor is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Contractor shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract and, the Owners will not withhold from such

compensation or payments any amounts to cover Contractor's federal or state tax obligations.

Contractor is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Contractor under this contract except as a self-employed individual.

Insurance Policy Statement:

Any company or individual performing work for the City of Coos Bay (hereinafter "the City") or hosting a special event on City property shall be required to provide proof of insurance to the City per applicable insurance level.

1. General Liability shall be a per occurrence form and must cover the time for which the work/event/contract is being performed/held.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may also be required to be higher based upon the City's review of the specific application for which insurance is required.
6. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - (1) Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement, or
 - (2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.
7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under

those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Builders Risk: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three functions:

(1) To provide additional limits above the each occurrence limit of the insured's primary policies;

(2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and

(3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability,

Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. (If applicable) Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable. The minimum amount of coverage to be carried shall be equal to the full amount of this contract. The contractor will be responsible for any applicable deductibles.

10. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract/Agreement and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be **primary and non-contributory** with any insurance maintained by the City.

For construction contracts, a per project aggregate (form CG 2503 05/09 or equivalent) shall also be required. In all situations, the City shall be included as an additional insured under the commercial general liability, automobile liability, and umbrella liability policies as applicable.

As applicable, a waiver of subrogation under the workers' compensation and commercial general liability policies shall also be provided. Copies of such endorsements or coverage enhancements **shall be attached to the certificate(s)** provided to the City and will become a part of the Contract/Agreement.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Level 4 Insurance Requirements: Professional services contracts/agreements over \$50,000:

<u>Commercial General Liability</u>	\$ 1,000,000
<u>Professional Errors and Omissions Liability</u>	\$ 2,000,000
<u>Workers' Compensation</u>	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u>	\$ 2,000,000
<u>Automobile Liability</u>	\$1,000,000