

**CITY OF ATLANTA**  
**REQUEST FOR PROPOSALS**  
**BOND COUNSEL SERVICES**

**PART I**

**INFORMATION AND INSTRUCTIONS TO RESPONDENTS**

The City of Atlanta (the “City”) seeks qualified law firms (“Respondent” or “Respondents”) to provide bond counsel services and/or tax counsel services to the City in connection with the refunding of approximately \$65,000,000 in Atlanta Beltline Tax Allocation District Bonds.

**1.1 BACKGROUND**

Incorporated in 1847, the City is the seat of government for the State of Georgia (the “State”) and Fulton County. It is located in the north-central part of the State, which is the top growth area in Georgia and has been one of the highest growth areas of the country for over three decades. The City currently occupies a land area of 131.4 square miles, with a population of 420,003 in the City and 5,260,436 in the Atlanta Metropolitan area, according to the United States Census Bureau (April 1, 2010). The City is empowered to levy a property tax on both real and personal properties located within its boundaries.

**1.2 BOND ISSUANCE OPPORTUNITY**

The City is anticipating refunding Atlanta Beltline Tax Allocation District Bonds in an approximate amount of \$65,000,000 (the “Bonds”) as authorized by certain Constitutional amendments. The City anticipates issuing the Bonds (the “Issuance”) in the first quarter of the City’s FY17, which will begin July 1, 2016 and ends June 30, 2017.

**1.3 INTRODUCTION TO THE RFP PROCESS**

The City intends to select Bond Counsel and/or Tax Counsel for the Issuance. Sealed Proposals for Bond Counsel and/or Tax Counsel (the “Proposal” or “Offer”) must be submitted to designated staff in the Department of Law, 55 Trinity Avenue, S.W., City Hall South, Suite 5000, Atlanta, Georgia 30303, **no later than 5:00p.m. on Friday, May 13, 2016 (the “Deadline”).**

## **1.4 TERM OF AGREEMENT**

One or more Respondents may be retained to serve as counsel in connection with the Issuance (“**Retained Firm(s)**”) to provide the legal services in connection therewith as described below (the “**Services**”). This is a one-time procurement only for the Issuance. The City will enter an agreement with the Retained Firm(s) regarding the Services (“**Agreement**”). The term of the Agreement will extend until the close of the Issuance, and the conclusion of any litigation and litigation-related services as set forth herein.

## **1.5 SCOPE OF SERVICES**

The Retained Firm(s) will be subject to supervision and direction by the City Attorney and other persons designated by the City Attorney. The Services to be provided include, but are not limited to, the following:

1. Advising the City, both orally and in writing, concerning: the suitability of the Issuance for effectively accomplishing the City’s objectives; the legality of the Issuance, evaluating its compliance, in substance and procedure, with applicable laws, including but not limited to federal securities laws and regulations, and federal and state tax laws and regulations; and other issues related to the Issuance as may be requested from time to time by the City Attorney;
2. Advising the City on legal procedures and practices in the bond market for the Issuance, including advice on the structuring and marketing of the Issuance;
3. Preparing or assisting in the preparation of any document related to the Issuance as deemed necessary and/or as requested by the City Attorney, including but not limited to bond authorization, bond ordinance or resolution, indenture, prospectus, preliminary official statement, official statement and/or bond purchase agreement;
4. Issuing legal opinions, including opinions on the authorization, tax status and the binding effect of the Issuance and on the lawful use of the proceeds of the Issuance, as may be required by the bond market for the Issuance, or as requested by the City Attorney;
5. Performing all litigation services related to the Issuance, including, but not limited to: preparation and filing of pleadings, briefs, and other documents related to the Issuance; providing any and all support for any administrative protest related to the Issuance, if applicable; and performing all court and/or administrative appearances, including, but not limited to, hearings, trials, and appeals;

6. Briefing the City Attorney and other persons designated by the City Attorney, regularly and upon request, concerning structuring of the Issuance, documents and other matters related to the Issuance; and
7. Providing such other legal services related to the Issuance as may be necessary or required and as may be requested from time to time by the City Attorney.

The Retained Firm(s) must perform all of the Services in a manner consistent with the highest, generally-accepted level of care and skill ordinarily exercised by professionals performing services of a similar nature, taking into account standards, state-of-the-art practices and governmental requirements existing at the time the Services are performed.

## **1.6 RECEIPT AND OPENING OF PROPOSALS**

To be considered, Respondents must submit a complete response to this Request for Proposals (“RFP”). Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope(s) or package(s) must clearly indicate the name of the RFP: **Response to RFP for Bond Counsel and/or Tax Counsel**, and the name and address of the Respondent. Submittals shall include one (1) stamped Original and seven (7) copies. Submit Proposal(s) to:

Department of Law  
55 Trinity Avenue, S.W., City Hall South,  
Suite 5000,  
Atlanta, Georgia 30303  
Attention: Marc Goncher, Deputy City Attorney

Any questions regarding the RFP must be submitted as set forth below in Section 1.11 Addenda and Interpretations. Oral responses will not be authoritative or considered.

## **1.7 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

Proposals may be modified after submission only by withdrawing the submitted proposal. Withdrawn Proposals may be modified and resubmitted, but only in the manner required for all proposals. Resubmitted proposals must be signed by the Respondent(s) and must be received by the City no later than the Deadline.

## **1.8 EVALUATION OF PROPOSALS AND AWARD**

Responses to the RFP will be evaluated as described in Part 2- Proposals.

After the Deadline, the City will evaluate the Respondents’ Proposals. The City will determine each Respondents’ responsiveness to the RFP, responsibility and qualifications to perform the Services. This determination will include evaluating whether a Respondent is responsive to the material terms and conditions of the RFP, whether the

Respondent is technically and otherwise qualified to provide the Services satisfactorily, and whether the Respondent has the capacity to meet all other requirements of the RFP. The City may require Respondents to submit additional or supplemental information if the City deems it necessary for the determination of Respondents' responsibility and responsiveness. Any Proposal may be rejected if it is determined by the City to be non-responsive, provided, however, that the City reserves the right to waive any RFP requirement which it determines, within its sole discretion, to be immaterial or a technicality, if it deems such waiver to be in the best interest of the City. Additionally, the City reserves the right to disqualify Respondents, before and after the opening of Proposals and up to the date of execution of the Agreement, upon evidence of collusion with intent to defraud or other performance of illegal practices upon the part of any Respondent(s).

The City reserves the right to reject any and all Proposals, and to terminate or modify the process at any time, including any date or time period stated herein, and to take such other actions and exercise such other right as shall be specified in this RFP, upon notification to Respondents by addenda to this RFP. The City reserves the right to cancel the RFP or to reject all Proposals, or parts thereof, if it determines, in its sole discretion, that such cancellation or rejection is in the best interest of the City. The City shall not incur any liability for any such actions.

The City reserves the right to engage a Respondent for all or a portion of the Services and to engage multiple Respondents to perform the Services, as may be in the best interest of the City.

The following table provides the anticipated RFP timetable. The City reserves the right to modify the timetable at its sole discretion as provided in this Section 1.8.

<u>RFP Deliverable</u>	<u>Date</u>
Issue RFP	May 2, 2016
Deadline for Submitting Questions Regarding RFP	May 9, 2016 5:00PM
Deadline to Respond to RFP	May 13, 2016 5:00PM

## **1.9 COST AND EXPENSES OF RESPONDENTS**

The City accepts no liability under any circumstances for any costs or expenses incurred by Respondents in acquiring, clarifying or responding to any part of this RFP, including, without limitation, meetings that the Respondent is required to attend. Each Respondent that participates in this procurement process does so at its own expense and risk and agrees that the City is not obligated to reimburse any costs incurred during this process. **Further, by submission of a Proposal, each Respondent agrees to indemnify and hold harmless the City and all of its agents, officials, employees, consultants, program managers and insurers from and against any claims (including any costs and attorneys' fees) for such reimbursement, directly or indirectly, made by or on behalf of such Respondent, and any other alleged loss or damages.**

## **1.10 LIMITATION OF RESPONDENTS' RIGHTS**

The receipt of a Proposal in response to this RFP by the City shall not bind or obligate the City in any manner unless and until the City awards a formal Agreement. An award of an Agreement will not be deemed to occur until the following conditions are met: [i] legislation authorizing the award of the Agreement is adopted by the Atlanta City Council and approved by the City's Mayor; [ii] the Agreement is duly executed by the Retained Firm and delivered (along with all required and confirming submittals) to the City; [iii] the Agreement is executed by the City's Mayor, attested to by the City's Municipal Clerk, approved by the City Attorney or her designee as to form and delivered to the Retained Firm; and [iv] all other legal requirements applicable to creating an enforceable Agreement with the City are completed.

## **1.11 QUESTIONS, INTERPRETATION AND ADDENDA**

All questions by the Respondents as to the interpretations of the RFP must be submitted in writing to: Susan Garrett, Department of Law, Suite 5000, City Hall, 55 Trinity Ave., SW, Atlanta, Georgia 30303-0307, or by e-mail at [lawrfp@atlantaga.gov](mailto:lawrfp@atlantaga.gov). All questions must be received **no later than 5:00pm on Monday, May 9, 2016**. All responses made by the City will be provided in writing to Respondents by addendum.

Every interpretation made to a Respondent will be in the form of an addendum to the RFP, and when issued, will be posted on the City's website at [www.atlantaga.gov](http://www.atlantaga.gov) on the page for the City's Law Department. It shall be Respondent's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the RFP at the time of posting on the City's website, and all Respondents shall be bound by such addenda, whether or not received by the Respondents.

The City will not be bound by any information, explanation, clarification, or any interpretation, oral or written, made by anyone, which is not incorporated into an addendum to the RFP. **No response will be made to inquiries received later than 5:00pm on Monday, May 9, 2016.**

## **1.12 PROHIBITION ON KICKBACKS AND GRATUITIES**

By submission of a Proposal, Respondent acknowledges the following prohibitions on kickbacks and gratuities:

- a) It is unethical for any person to offer, give or agree to give an employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, influencing the content of any procurement, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. The City prohibits such actions from being performed in relation to this RFP.
- b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, influencing the content of any procurement, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. The City prohibits such actions from being performed in relation to this RFP.
- c) It is unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award to a subcontract or order. The City prohibits such actions from being performed in relation to this RFP.

## **1.13 PROHIBITION ON COLLUSION AND FRAUD**

Pursuant to Section 2-1210 of the City's charter, by submission of a Proposal, Respondent acknowledges the City's prohibition on collusion and fraud and certifies the following:

"I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this offer."

**PART II**  
**PROPOSALS**  
**BOND AND/OR TAX COUNSEL**

**2.1 FORMAT OF RESPONSE**

**2.1.1 General Format**

All Proposals shall be submitted as one (1) original and seven (7) copies, typewritten, and signed by Respondent's authorized representative(s). All Proposals must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposals by the Respondents.

Proposals must be clear, concise, and complete. No marketing brochures, special appendices or elaborate graphics are permitted. Any illustrations, tables and figures used should amplify specific points being made in the text of the Proposal. Proposals must be in portrait format using 8½" x 11" paper. Illustrations, tables and figures can be larger, but must fold to 8½" x 11". A one-inch margin, 12-point type size and minimum 16-point line spacing are required. All Proposals must be bound in a single volume using 3-ring, wire or comb binding or any other method that lies flat when opened. Each of the required sections must be clearly and easily separated and marked in the volume.

The complete Proposal shall be enclosed in a sealed envelope clearly labeled: **Response to RFP for Bond Counsel and/or Tax Counsel**, name and address of the Respondent and "To be opened on or after "May 13, 2016" in order to guard against premature opening of the package.

**2.1.2 Organization of Proposal**

The City requires that each Proposal submitted conform to the format outlined in Part 2, including the page limitations listed for each section. One printed side of one piece of paper is considered as one page. All full-page illustrations, figures and tables are to be included in the page count (even if they are not paginated). Each section must be separately paginated and no unused pages in one section can be used in another. The City, in its sole discretion, may reject any Proposal that does not conform to the format requirements set forth in this RFP.

If you desire to have your firm considered for the provision of Services as counsel related to the Issuance, you must submit the following:

1. A firm resume including history of the firm, number of years in business and the size of the firm. Identify the headquarters, the nearest office, and the office which will serve as the managing office for the Services;

2. A statement of previous experience in serving as counsel in connection with any transactions similar to the Issuance;
3. A statement of prior experience in connection with any prior City of Atlanta bond issues or other municipal transactions;
4. A specific plan responsive to the City's policy to provide opportunities for a significant and substantial involvement in the legal work requested by qualified minority and female-owned law firms;
5. A statement describing the gender and racial composition of your firm's work force (report the number of equity partners or shareholders; report the number of non-equity partners and associates; report the number of paralegals; report all other support staff);
6. Biographies, including experience, of the proposed team of partners, associates and paralegals who would participate in the legal work necessary for the closing of the Issuance and the provision of Services. In the proposed staffing plan, please include the prior related experience of all team members, including any attorneys identified as a part of the City's Minority Business Enterprise ("MBE") participation component;
7. A statement identifying any material litigation, administrative proceedings, or investigations in which the Respondent is currently involved or which may be threatened. Please indicate the current status or disposition of such litigation, administrative proceedings or investigations;
8. A statement of assurance that the Respondent is not currently in violation of any regulatory agency rule or, if in violation, an explanation as to why the violations would not have a material adverse impact on the Respondent's ability to perform under a contract with the City;
9. A statement of assurance that the Respondent or any member of Respondent's proposed team has not been convicted of any crime or misdemeanor which involve a crime of moral turpitude or, if convicted, an explanation as to why the convictions would not have a material adverse impact on the Respondent's ability to perform under a contract with the City. The City reserves the right to request permission to perform a criminal background check on any member of Respondent's proposed team;
10. A statement of assurance that there are no known conflicts of interest that would prohibit the Respondent from entering into a contract with the City for the provision of the Services. In addition, provide a statement of commitment to disclose future actual or potential conflicts of interest. Please identify how any such future conflicts would be identified and how the Respondent would resolve any such conflicts;

11. A statement of assurance that at least one member of the Respondent's proposed team is currently licensed to provide legal services within the State and that neither the Respondent nor any subcontractor or partner is currently suspended or debarred from providing legal services within the State;
12. A statement of assurance that the Respondent has the necessary equity and financing required to serve as bond counsel and/or tax counsel for the Issuance. Please include any current and past defaults, tax or property liens and any past or present lawsuits of Respondent or a member of the Respondent's proposed team, which may have an impact on Respondent's ability to serve as counsel;
13. A total gross "not to exceed" fee to be charged by your firm for completion of the Services; indicate whether this fee will change based upon the actual dollar amount of the Issuance. If the Proposal contemplates a joint venture with another firm, indicate whether the total gross "not to exceed" fee includes the service of the proposed co-counsel;
14. The hourly rate to be charged for future bond counsel work, if any, requested by the City above and beyond the scope of the Services described in this letter; and
15. Any other fees, charges or expenses that may become necessary for your firm's services.

**Additional requirements for Respondents proposing tax counsel Services:**

- a) A statement describing the proposed team's experience serving as tax counsel;
- b) A statement describing the method the Respondent would implement to ensure consistency of tax advice provided to the City;
- c) A total gross "not to exceed" to be charged by your firm for the completion of Services as tax counsel; and
- d) The hourly rate to be charged for future tax counsel work, if any, requested by the City above and beyond the scope of the Services described in this letter; and
- e) Any other fees, charges or expenses that may become necessary for your firm to perform the Services as tax counsel.

## 2.2 COVER LETTER

A cover letter must be submitted with each Proposal. The cover letter must be prepared on the letterhead of the lead team member within the Respondent's team and signed by a representative who is empowered to enter into an Agreement with the City on the Respondent's behalf (the "Lead Person"). The cover letter should be executed by a partner within the firm or by an individual that has been granted contracting authority by the firm pursuant to its Bylaws, Partnership Agreement or other appropriate documentation. The contact name of the individual listed for the Lead Person in the Respondent team will be considered by the City as the Respondent's main contact point for all communication regarding this RFP. Accordingly, all communications made by the City or its designated representatives to the Lead Person will be deemed communications to the Respondent. The cover letter is intended to introduce the Respondent. It must contain at least the following information:

- Designation of the Lead Person who will execute the Agreement with the City;
- Identification of the firms that comprise the Respondent's team;
- Indication as to whether the Respondent proposes to provide bond counsel Services only, tax counsel Services only, or both bond counsel and tax counsel Services; and
- A statement that Respondent certifies that it agrees to abide by Section 1.12- Prohibition on Kickbacks and Gratuities and Section 1.13- Prohibition on Collusion and Fraud

<u>Contents</u>	<u>Maximum No. Pages</u>
Cover Letter	2
Title Page	2
Table of Contents	2
Firm Resume	As needed
Statement of Prior Experience	10
Plan for Qualified Minority/Female Law Firms	As needed
Racial and Gender Composition	2
Proposed Team	As needed
Total Gross "Not to Exceed" Bond Counsel	3
Total Gross "Not to Exceed" Tax Counsel	3
Hourly Rate- future bond and/or tax counsel work	3
Additional Fees or Charges	3
Systematic Alien Verification of Entitlements Affidavit	3
Illegal Immigration Reform and Enforcement Act Affidavit	3

**"As needed" does not mean unlimited; pages should be included only if they directly support other text.**

