

**CITY OF WALTERBORO
STATE OF SOUTH CAROLINA**



**REQUEST FOR
QUALIFICATIONS**

**FINANCIAL
ADVISOR FOR THE
CITY OF WALTERBORO**

Due: October 26, 2020

1:00 PM

REQUEST FOR QUALIFICATIONS – FINANCIAL ADVISOR FOR THE CITY OF WALTERBORO, SC

SEALED PROPOSALS will be received in the Finance Office at 300 Hampton Street, Walterboro, South Carolina until 1:00 p.m. ET, October 26, 2020. All interested vendors are invited to submit proposals to the City of Walterboro for the following:

FINANCIAL ADVISOR TO THE CITY OF WALTERBORO, SC

SUBMIT: One (1) Original and two (2) copies of the proposal must be received on or before 1:00 p.m. ET, October 26, 2020.

ADDRESS TO: City of Walterboro Financing Department

MAILING ADDRESS: 300 Hampton Street, Walterboro, South Carolina 29488

OFFICE/FAX NUMBER/E-mail: (843)782-1061/(843)549-1046/arisher@walterborosc.org

MARK OUTSIDE ENVELOPE: **RFQ - Financial Advisor**

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPSOALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **Ninety (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

The City of Walterboro reserves the right to reject any or all Proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Walterboro and its employees.

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal.

All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. All information not so denoted and identified shall be subject to disclosure by the City.

This Request for Qualifications is being issued by the City of Walterboro Financing Department. Direct all questions or request for clarification of this RFQ in writing to: Amy Risher, Finance Director, utilizing the fax number, or e-mail address shown on page (1) one of this invitation.

No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Financing Administrator that the submitted bid or proposal of the person, firm, or entity is in violation.

The deadline for all questions regarding this proposal is to be submitted no later than 1:00 P.M. October 19, 2020. All bidders should consult this website for updates before submitting bids.

BIDDERS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this bid document shall not be relied upon unless they are subsequently ratified by a formal written amendment to this bid document. Any revisions to this bid will be issued and distributed as an addendum.

BACKGROUND

The City of Walterboro was incorporated in 1826 and is located in Colleton County, South Carolina. It is 54 miles south of Charleston, South Carolina and 69 miles north of Savannah, Georgia on Interstate I-95 exits 53 and 57. At June 30, 2019, the City occupied a land area of 6.7 square miles and serves a population of approximately 5,468. The City is empowered to levy a property tax on both real and personal property located within its boundaries.

The City operates under the council manager form of government. Policy-making and legislative authority are vested in a governing council consisting of seven members. The governing council is responsible, among other things for passing ordinances, adopting the budget, appointing committees, and hiring both the government's manager and attorney. The government's manager is responsible for carrying out policies and ordinances of the governing council, for overseeing the day-to-day operations of the government, and for appointing the heads of various departments. The six Council members and Mayor are each elected to four-year staggered terms, with three council members elected every two years.

The City provides a full range of services to its citizens including police, fire, public works, zoning and code enforcement, parks, municipal court, economic development, tourism, and water and sewer services.

The annual budget serves as the foundation for the City's financial planning and control.

SCOPE OF SERVICES

Provide Bond Sale Support

1. Assist City staff in developing a list of duties of all parties involved in the issuance of debt, including the establishment and monitoring of a time schedule for the sale of bond issues, consideration of cash needs, and the availability of audited financial data.
2. Evaluate bond covenants as necessary to provide flexibility for the City and to assure positive reception by bond rating services and investors.
3. Assist legal counsel, bond counsel, and other advisors with the preparation of reports and documents necessary to support the issuance of bonds and recommend appropriate technical financing features designed to enhance marketability, such as time and place of bond bids, denomination and spread of serial bonds, and payment terms.
4. In cooperation with City staff and bond counsel, plan, organize, and develop the text of the Official Statement, Notice of Sale, and other information designed to provide analysts, investors, and the bond rating services with appropriate disclosure.
5. Determine the best method for marketing the bonds under the current market conditions.
6. Assist City staff in developing a comprehensive list of underwriters, institutional investors, and investment bankers that might bid on the City's bonds.
7. Upon receipt of the bids for a bond issue, review and evaluate the various bids and recommend to the City the best bid for acceptance.
8. Provide the City with a debt service schedule based upon the interest rates.

Provide Guidance with Bond Rating Services

1. Assist City staff in providing the bond rating services with information necessary to analyze the financial soundness of the City's financial program.
2. Assist in developing methods of achieving and maintaining the City's credit ratings.

Review and Evaluate City's Financing Options

1. Review the City's complete financial policies, tax alternatives, and/or other matters with potential financial impact on the City, with particular emphasis on the debt management and maintenance of financial strength.
2. Review with city staff the advantages, disadvantages, and requirements of alternative financing structures.
3. Provide recommendations on the timing, structure, technical features, and amount of a proposed bond issue.
4. Monitor the City's debt for refunding opportunities.
5. Perform other duties as necessary, including presentations to the City Manager, the Mayor, and Members of City Council to discuss strategies for maintaining credit worthiness and other related financial matters.
6. Assist City staff with other projects as requested, including the preparation of a long-term financial plan and Capital Improvement Program.
7. Assist the City in identification of issues and opportunities that may arise in the municipal finance market.

Required Contents of Qualifications

The City of Waltherboro is seeking qualification from firms to serve as financial advisor.

The detailed requirements set forth in the **Proposal Format** are mandatory. Failure by any Offeror to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Points of clarification will be solicited from proposers at the discretion of the City.

All costs incurred by the proposer associated with RFQ preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the bidder.

The firm selected as the financial advisor to the City may not act as the underwriter or as a participant in a syndicate of underwriters in the underwriting of any obligations issued on a negotiated basis by or on behalf of the City during the period that such firm is the financial advisor to the City. Furthermore, the firm selected as the financial advisor to the City may not, through the competitive bidding process, acquire as principal, or as a participant in a syndicate of underwriters, all or part of any obligations issue by or on behalf of the City during the period that such firm is the financial advisor to the City.

Proposal Format

Each firm must submit its proposal based on the guidelines below and in the same order as listed. The proposal format requirements were developed to aid Offerors in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

A. Transmittal Letter: A transmittal letter must be submitted with an Offerors proposal which shall include:

1. The RFQ subject
2. Name of the firm responding, including mailing address, location of the firm, e-mail address, telephone number, and contact person.
3. A statement of the firm's interest in the procurement and why it feels the company is best qualified to be selected.
4. The name of the person or persons authorized to make representations on behalf of the Offeror, binding the firm to a contract.

B. Firm History and Experience: Proposer is requested to define the overall structure of the firm to include the following:

1. Give a brief history of your firm, including whether your firm is an independent organization or a component of a larger organization (maximum of two pages). Also, provide a statement that your firm qualifies as an independent financial advisor.
2. Provide an overview of the services that your firm would provide in order to serve as the financial advisor for the City's overall financial needs (maximum of ten pages). This is to include the Scope of Services as provided above.
3. Provide a discussion of how your firm has worked with municipal issuers in the development of their capital improvement program and long-range financial planning (maximum of five pages).
4. Describe your firm's method of providing client computer support and modeling for complex financial analysis (maximum of one page).

C. Qualifications: Proposer is requested to provide a description of the proposed project team, staff qualifications, experience and credentials:

1. In chart form beginning with January 1, 2010, present a chronological listing of issuers/financing for which your firm served only as financial advisor. List date of issue, par amount, ratings, and description of issue.
2. Identify who from your firm would lead this engagement and other key personnel. Include their resumes.
3. Discuss your experience and relationships with the rating agencies and municipal bond insurers and how the City may benefit from your firm's experience (maximum of three pages).
4. Provide five (5) references of issuers, include contact person, address, and telephone number.

D. Cost Proposal

1. Provide a breakdown of hourly costs for each professional level and applicable out-of-pocket expenses. Fees should reflect the proposed contract terms.

E. Regulatory Issues

1. Disclose any conflicts or perceived conflicts of interest as well as what procedures your firm utilizes to identify and resolve conflicts of interest.

2. A description of any disciplinary action, administrative proceedings including, but not limited to, proceedings before or claims asserted by the Internal Revenue Service, the Securities and Exchange Commission, or the Municipal Securities Rulemaking Board, whether a malpractice claim or other like proceeding against the firm or any of its principals, employees or agents or against an issuer client of the firm or its principals, employees or present agents or in connection with an issue for which the firm or its principals, employees or agents served as financial advisor, whether current, pending, or threatened, as well as any such action, proceeding or claim occurring during the past ten (10) years. As to each matter, please state the date of commencement of proceedings, the date of conclusion and the final outcome.

PROPOSAL EVALUATION

A. Criteria

The Selection Committee will evaluate proposals based on the factors outlined below which shall be applied to all eligible, responsive proposals in selecting the successful Offeror. The Selection Committee reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non responsive and/or non responsible; a failure to respond to each section; findings such that challenge the moral turpitude of person or persons representing the firm; or who's experience does not describe the competencies required. The Selection Committee reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of such a contract may be made without discussion with proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the contract if the successful proposer cannot perform services specified by the proposer's response. Proposal evaluation criteria will be grouped into percentage factors as follows:

1. History and Experience: - 30%
2. Qualifications - 30%
3. General reputation in the market place – 20%
4. Cost of Services - 20%

The relative merits of all proposals will be determined at the sole discretion of the City.

SELECTION PROCESS

A Selection Committee will evaluate proposals based on, but not limited to, related experience of the respondents, which proposal best meets its needs for financial advisory services, professional qualifications, creative financing strategies, fees and overall proposal content.

The City may, at its option, interview firms as part of this selection process. However, selection may take place without such interviews. The City reserves the right, at its sole discretion, to reject any or all proposals. The contract will be awarded to the most responsive and responsible firm meeting the specifications desired by the City. Although cost will be a consideration, the award will be based on cost consistent with the desired quality of service needed for effective use.

TERMS OF CONTRACT

The firm that is selected will sign a three (3) year contractual agreement with services beginning on December 1, 2020 and expiring on November 30, 2023. The contract will be reviewed, in the month of September, prior to the expiration date. The City will have the right to extend this contract for two one-year options. The contract may be terminated by either party, after the first contract year, by providing at least thirty (30) days written notification.

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Financing Department from 8:00 a.m. to 5:00 p.m., Monday through Friday, at the Citizens Service Building, 300 Hampton Street, Walterboro, South Carolina.

PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and polices of the City of Walterboro South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

RECORDS

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT COSULTLANT

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

FORCE MAJEURE The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bonafide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion, which the selected consultant is not performing as set out in the contract. Any such termination shall be affected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or

subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

INDEMNIFICATION

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The vendor shall procure and maintain, during the life of the contract, Insurance Coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

- A. Commercial General Liability: The vendor shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the vendor, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000 per occurrence

- B. Comprehensive Automobile Liability: The vendor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage \$1,000,000 Combined Single Limit

- C. Workers' Compensation Insurance: The vendor shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

Workers' Compensation - Statutory Limits

Employers Liability Insurance - \$500,000 each accident, \$500,000 disease each employee, \$500,000 disease policy limit.

- D. Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:

\$1,000,000 per occurrence

Vendor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Vendor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policies are to be endorsed to include a waiver of subrogation in favor of the City, its officers, official, employees, and agents.

The successful vendor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this proposal.

All said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.

Should vendor cease to have insurance as required during any time, all work by vendor pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subcontractor's Insurance: The vendor shall agree to cause each subcontractor employed by vendor to purchase and maintain insurance of the type specified herein, unless the vendor's insurance provides coverage on behalf of the subcontractor. When requested by the City, the vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

CITY BUSINESS LICENSE

The Consultant must obtain all business license(s) required by the Walterboro City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the City of Walterboro Business License Department at (843) 782-1065.