

PROPOSAL RESULTS FOR RFP2013-47 BOND COUNSEL SERVICES FOR THE DEPARTMENT OF FINANCE OPENING DATE: DECEMBER 10, 2013 AT 11:00AM

TERM OF CONTRACT: ONE (1) YEAR			
NUMBER OF RESPONDENTS:	3		
NAME OF BIDDER	JOHN L. KRAFT, ESQ., LLC	MCMANIMON, SCOTLAND & BAUMANN, LLC	PARKER MCCAY
ADDRESS	505 THORNALL STREET - SUITE 206	75 LIVINGSTON AVE, SUITE 201	9000 MIDLANTIC DRIVE - SUITE 300
CITY, STATE, ZIP	EDISON, NEW JERSEY 08837	ROSELAND, NJ 07068	MOUNT LAUREL, NEW JERSEY 08054
CONTACT NAME	JOHN L. KRAFT, PRINCIPAL	EDWARD L. MCMANIMON, III	PARKER MCCAY, P.A.
TELEPHONE	732-902-6808	973-622-1800	856-596-8900
FAX	732-902-6812	973-622-3744	856-596-9631
E-MAIL	JKRAFT@KRAFTBONDS.COM	EJM@MSBNJ.COM	INFO@PARKERMCCAY.COM
STOCKHOLDER DISCLOSURE STATEMENT	INCLUDED	INCLUDED	INCLUDED
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONAIRE	INCLUDED	INCLUDED	INCLUDED
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA 1	INCLUDED	INCLUDED	INCLUDED
NJ BUSINESS REGISTRATION CERTIFICATE	NEEDED PRIOR TO AWARD	INCLUDED	NEEDED PRIOR TO AWARD
NON-COLLUSION AFFIDAVIT	INCLUDED	INCLUDED	INCLUDED
AFFIRMATIVE ACTION STATEMENT	INCLUDED	INCLUDED	INCLUDED
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE	INCLUDED	INCLUDED	INCLUDED
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS	INCLUDED	INCLUDED	INCLUDED
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN	INCLUDED	INCLUDED	INCLUDED
EIC	CERT#43321 EXP4/15/2019	CERT # 21B4 EXP. 11/15/2018	CERT#4740 EXP. 5/15/2014
60-DAY EXTENSION COMPLIANCE	YES	YES	YES
EXCEPTIONS (IF ANY)	NONE	NONE	NONE
CERTIFICATE OF INSURANCE	NEEDED PRIOR TO AWARD	NEEDED PRIOR TO AWARD	NEEDED PRIOR TO AWARD
COMPLY WITH EMERGENCY COMPLIANCE	YES	YES	YES
W-9	INCLUDED	INCLUDED	INCLUDED
PRICING FOR SERVICES RENDERED	SEE ATTACHED BRAK-DOWN OF PRICING	SEE ATTACHED PRICE BREAK-DOWN	SEE ATTACHED BRAK-DOWN OF PRICING
FATAL FLAW	NONE	NONE	NONE

E. If the Local Unit determines to issue bond anticipation notes, tax anticipation notes, emergency notes or special emergency notes, Bond Counsel will prepare any necessary resolutions or ordinances to authorize the sale of such notes, and will submit them to the Local Unit Attorney for review. Bond Counsel will prepare and circulate a notice of sale inviting interested purchasers to submit bids for the notes. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the Local Unit for execution and delivery.

F. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

G. Bond Counsel will provide basic advice with regard to federal securities law requirements, including compliance with SEC Rule 15c2-12 dealing with primary and secondary market disclosure.

G.1. Bond Counsel will also provide Disclosure Counsel services, including, but not limited to, reviewing the Local Unit's policies and procedures relating to SEC Rule 15c2-12; assisting the Local Unit in making timely and complete continuing disclosure filings; and, issuing a legal opinion confirming the Local Unit's compliance with SEC Rule 15c2-12 for each financing.

3. The Local Unit will make payment to Bond Counsel within 60 days of receiving an invoice for services rendered in accordance with the following schedule:

A. For services rendered in connection with the preparation or review of each bond ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$650 for each bond ordinance. If the preparation of the bond ordinance involves consultations, meetings or discussions that are out of the ordinary, such as attendance at meetings, attention to litigation or other matters described in Section 3 herein, there will be additional fees to be charged at the hourly rates in effect at the time of providing the services.

B. For services rendered in connection with each competitive bond sale, a fee of \$6,000, plus \$1.10 per thousand dollars of bonds issued.

C. The fee for any competitive temporary financing not involving, including but not limited to, numerous notes, preparation of an Official Statement, complicated arbitrage analysis or investment yield restrictions shall be \$.60 per thousand dollars of bond anticipation notes, \$.60 per thousand dollars of tax anticipation notes issued, \$.60 per thousand dollars of emergency notes issued and \$.60 per thousand dollars of special emergency notes issued, with a minimum fee of \$1,500 for bond anticipation notes, tax anticipation notes, emergency notes and special emergency notes. If additional services

are required, the additional time required will be billed at the hourly rates in effect when the services are rendered.

D. For services rendered in connection with each financing involving a negotiated sale, an additional fee will be charged subject to the approval of the Local Unit.

E. For services rendered in connection with each refunding issue, an additional fee will be charged subject to the approval of the Local Unit.

F. For services rendered in connection with financings of the Local Unit through an improvement authority, an additional fee will be charged subject to the approval of the Local Unit.

G. For services rendered in connection with each financing involving the New Jersey Environmental Infrastructure Trust, an additional fee will be charged subject to the approval of the Local Unit.

H. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee will be charged subject to the approval of the Local Unit.

I. Services rendered in connection with the preparation of any application to the Local Finance Board, and attendance at Local Finance Board meetings, will be billed at the hourly rates in effect when the services are rendered subject to the approval of the Local Unit.

J. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates are \$400 per hour for partner time, \$250 per hour for associate time and \$145 per hour for legal assistant time. Such services include attendance at meetings, work involved in the review or preparation of the Official Statement for a bond sale or a note sale, attention to any litigation that may occur, complicated arbitrage analysis, applications to the United States Treasury for investments of bond or note proceeds in State and Local Government Series federal obligations.

K. Disclosure Counsel services will be billed at the hourly rates in effect when the services are rendered.

L. In the event that a bond or a note sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds or notes, the fee to be charged shall be a reasonable one, based on the services performed.

M. Customary disbursements shall be added to the fees referred to in this Agreement. These include photocopying, express delivery charges, travel expenses,

concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution; will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$.90 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in paragraph I(2)(G), with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 but not less than \$800. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$250.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services"), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services") or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).



FEE SCHEDULE

Bond Counsel Fee Schedule for the City of Trenton

<u>Amount of Bonds</u>	<u>Base Fee</u>
\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

Refunding Bonds

To be established by separate agreement between the City of Trenton and Bond Counsel.

General Public Finance and Tax Advice/Official Statement Preparation/Review

\$95 (paralegals); \$165-\$220 (associates); \$225-\$265 (senior associates/counsel/of counsel) and \$255-\$275 (shareholders)

<u>Attorney</u>	<u>Position</u>
Philip A. Norcross	Shareholder
Jeanne M. Stiefel	Shareholder
Susan E. Bacso	Shareholder
Stephen J. Mushinski	Of Counsel
Jeffrey D. Winitzky	Counsel
Irving G. Finkel	Senior Tax Associate
Craig A. Gargano	Associate
Alexis B. Batten	Associate
Jacquie T. Huynh-Linenberg	Associate

In addition to legal fees, our invoices will include any out-of-pocket expenses that we may have advanced as well as any internal charges we may have incurred. Out-of-pocket expenses generally include, but are not limited to, such items as travel expenses, postage, filing, recording, certification, and registration fees charged by governmental bodies, transcribing fees. Internal charges typically include, but are not limited to, long distance telephone tolls, facsimile transmissions, courier services, charges for terminal time for computer research and complex document production, and charges for photocopying. (12/13)