

RFP FOR BOND COUNSEL VILLAGE OF YOUNGSTOWN

REQUEST FOR PROPOSALS

I. INTRODUCTION

The Village of Youngstown requests qualified parties to submit proposals for providing representation and assistance regarding matters of public finance and disclosure associated with the issuance of bond, notes and other debt obligations.

II. BACKGROUND

The Village of Youngstown (referred to hereafter as “the Village”) is a municipal corporation located in the County of Erie and State of New York. The Village is a suburban Village abutting the City of Buffalo. The Village has the responsibility to exercise certain fiscal and/or control powers with respect to the operations of the Village and is vested with control to oversee the budget, financial and capital plans of the Village of Youngstown and its various departments; to issue bonds or other obligations to achieve budgetary savings through debt restructuring and deficit financing; to finance short-term cash flow or capital needs; and, if necessary, to develop financial plans on behalf of the Village. New York State Law empowers the Village to issue bonds, notes and other obligations in such principal amounts as it may determine to be necessary to pay any defined financeable costs of the Village, up to an aggregate principal amount as permitted by law and to fund reserves to secure such debt.

III. PURPOSE AND SCOPE

The Village seeks advice and assistance regarding the following services. Bond Counsel

i. Negotiation, preparation, review and delivery of any documents and summaries thereof for the official statement and any other documents related to the Village’s debt issuance and advising on appropriate terms and covenants for inclusion in the issuance documents.

ii. Advice on federal and state tax and securities law matters and changes thereto pertaining to the issuance of the Village’s debt.

iii. Participation in meetings with the Village staff, Village Board, consultants, rating agencies, and any other advisors in the debt issuance process.

iv. Issuance of an opinion of counsel with respect to the authorization and issuance of debt, tax related issues and any other opinion required relating to the official statement or other related documents.

v. Assisting the Village in any other related matters as requested.

vi. Providing advice and assistance regarding the proper and timely disclosure of information to the public and to investors in the Village's debt including the following:

1. Preparation and/or review of preliminary official statements, official statements and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of debt instruments.

2. Preparation of the continuing disclosure agreement and assistance in connection with the Village's ongoing compliance with such agreements.

3. Provision of advice relative to the compliance with securities laws

4. Participation in meetings with the Village staff, Village Board, Supervisor, consultants, rating agencies, and any other advisors in the debt issuance process

5. Assisting the Village in any other related matters as requested.

The term of the contract is January 1, 2026 through December 31, 2027. However, the Village retains the right to terminate the contract at any time for any reason whatsoever.

IV. FILING PROCEDURES

A sealed envelope containing five (5) copies of the proposal should be sent to Alexandra Long, Village Clerk, 240 Lockport Street, P.O. Box 168, Youngstown, NY 14174 by 12:00 p.m. on October 14, 2025. Firms must submit separately bound technical and cost proposals as set forth in Section V of this RFP. One technical and one cost proposal must be marked "ORIGINAL" and contain transmittal letters with the original signature of an official authorized to bind the firm to its provisions. The remaining copies of the proposals may contain a copy of the official's signature. The proposals should be directed to Ms. Long. The Village anticipates making a final decision on this matter on or about October 16, 2025. Written questions concerning this request for proposals must be submitted to Ms. Long by October 7, 2025. Questions may be submitted by mail or e-mail to acerto@youngstownnewyork.us. Any contact with the Village Board members or staff, other than as explicitly provided in this Request for Proposals is prohibited. During the evaluation process, the Village may require clarifying information from a firm. The response to a request for clarifying information must be submitted in writing, if required by the Village, and directed to Ms. Long. The Village reserves the right to conduct oral presentations to clarify proposals, which shall be required at the sole discretion of the evaluation panel. All respondents will be notified in writing of the award decision, if any. The successful firm will be sent notification of a conditional award to be issued on or about October 17, 2025. Any award is subject to the successful negotiation of a contract. Failed

negotiations could result in an alternate award. Public discussion or news releases relating to this RFP, or the resulting agreement are prohibited without prior approval of the Village.

A contract defining all responsibilities of the Contractor and the Village will be developed by the Village. Upon agreement by the bidder and the Village to the provisions of the contract, it will be submitted for approval of the Village Board. This RFP and the successful firm's proposals will be part of the final contract, which should be executed on or before November 21, 2025. The Village is not liable for any cost incurred by any firm prior to the approval of an executed contract. Accordingly, no cost will be incurred by the Village for any firm's participation in any procurement activities.

V. ELEMENTS OF THE PROPOSAL

Interested firms must submit separately written technical and cost proposals. A checklist is included as Attachment 2 for your convenience in preparing the proposal.

TECHNICAL PROPOSAL: Interested firms are requested to provide a written technical proposal of no more than 10 single-sided pages (excluding resumes, list of references, and required attachments and appendices) and should be prepared on 8 ½ x 11-inch paper using at least 12-point type with standard margins:

A. The technical proposal must contain a transmittal letter signed by an official authorized to bind the firm to its provisions and include the following:

1. The name of the individual responsible for negotiating any contract that might result from this procurement and that individual's mailing address, e-mail address, telephone number, and fax number.

2. A statement that the firm's technical and cost proposals are valid for at least 180 days.

B. The history and qualifications of the firm to serve as bond and disclosure counsel for a first-time issuer.

C. A brief description of the public finance and tax departments and the names and qualifications of the partner-in-charge and other attorneys (both partners and associates) who would have direct day-to-day participation in this engagement.

D. Under the term of this contract the Village intends to sell both new debt and potentially refund outstanding obligations of the Village. Please provide five (5) references for the firm, the partner-in-charge and other attorneys expected to have major involvement in the engagement. The references should consist of clients for which the individuals have provided services similar to the activities required by this RFP. The

references must include the name, organization, e-mail address and telephone number of an individual who can comment on the ability of the individual to perform the services required under this engagement.

E. A description of your proposed services as bond counsel as per above and the firm's ability to provide related services in securities law.

F. A complete set of Appendices (A through A-7, B and C) to be included as part of the contract to this engagement. The Appendices should be completed, signed and executed as required on the various forms.

G. A description of any prior, pending or threatened litigation or administrative or State ethics board or similar body proceedings to which you or any of your partners are a party, and indicate the extent to which such would either materially impair the firm's ability to perform the services enumerated herein and for which this RFP is issued or, if decided in an adverse manner, would materially adversely affect the financial condition of the firm. The nature of the lawsuits and their outcome, if litigation is complete, should be described briefly.

H. A listing of other contracts or work performed for the State of New York, , the County of Erie, and any municipal corporation within the County of Erie. Briefly describe each contract and identify potential conflicts of interest that could arise or be perceived if the firm was to be awarded a contract for this engagement. If applicable, describe how the firm would avoid such conflicts of interest.

I. A letter identifying information in the proposal that the firm believes should be protected from disclosure under New York State's Freedom of Information Law (FOIL). The purpose of the FOIL, which is contained in Public Officers Law, Article 6, sections 84-90, is to promote the public's right to know the process of governmental decision-making and to grant maximum public access to governmental records. After formal contract approval by the Village, the proposal of the successful bidder and the proposals of unsuccessful bidders are subject to disclosure under FOIL. However, pursuant to §87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful bidder's contract which are "trade secrets" or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise. Please note that all information which the firm may claim as proprietary, copyrighted or rights reserved is not necessarily protected from disclosure under FOIL. If there is information in the firm's proposal that the firm claim meets the definition set forth above, the firm should so inform the Village in a letter accompanying its

proposal. The letter should contain the following information: - Identification by page, line or other appropriate designation of that specific portion of the proposal which contains the information; and - A detailed justification of why disclosure of such information to the public under FOIL would cause substantial injury to the firm's competitive position. Please note that the courts have ruled that a mere conclusory statement that certain information is a trade secret and disclosure would cause injury to the firm's competitive position is insufficient to protect it from disclosure under FOIL. Failure to identify the information under the above section may result in such information being disclosed if a request is received.

J. New York State Executive Order Number 127 provides for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts. You may access the Order and accompanying guidance at www.ogs.state.ny.us/legal/ExeOrder127/overview.asp. You must submit the three (3) forms noted below with your proposal. Under the Order, the Village is obligated to obtain identifying information on every person or organization retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process, and whether such person or organization has a financial interest in the procurement. A "Contractor Disclosure of Contacts Form" is included in Appendix A-7 as Form 1 and must be submitted with your proposal. Failure to submit the form shall result in a determination of non-responsiveness and disqualification of the proposal. You must update the form, as necessary, throughout the procurement period. In addition, the Village is obligated to make a determination of responsibility of the proposed awardee for a procurement contract. A "Contractor Disclosure of Prior Non-Responsibility Determinations" form is included in Appendix A-7 as Form 2 and must be submitted with your proposal. Bidders must certify that all information provided to the Village with respect to the Order is complete, true and accurate. A "Contractor Certification of Compliance with Executive Order No. 127" form is included in Appendix A-7 as Form 3 and must be submitted with your proposal.

COST PROPOSAL:

The cost proposal must contain a transmittal letter signed by an official authorized to bind the firm to its provisions. Each firm must complete the cost proposal form in Attachment 3, pages 1 and 2, which requests the information described below for the three (3) years of the engagement. The firm's proposed annual fee structure for the services to be provided for the three (3) year period ending May 31, 2028, as well as the firm's billing structure regarding nonlawyer expenses (this should specifically address paralegal charges, word processing charges, mark-ups and copying, telefax and related costs) (see

Attachment 3, page 3). Firms must provide fee schedules for individuals assigned to the engagement (or use a blended rate, fixed fee, not to exceed, etc.) for which the Village can be charged by your firm. Both the fee schedules for individuals and the blended rate will be used for purposes of evaluating the proposals. While the actual titles submitted may vary depending on the specific nomenclature of each firm, the listing must use standard staff classifications comparable to the titles listed below, if applicable: - Partner - Counsel - Associates - Paralegals A schedule of out-of-pocket disbursements, which you anticipate will result in a charge to the Village and the rate for each. Note that the Village expects that disbursements will be charged at the firm's actual out-of-pocket cost. Indicate the calculation of travel costs for legal staff not stationed in Western New York, and the extent and/or rate at which travel time to and from Youngstown and lodging expenses will be charged. State any special considerations with respect to billing or payment of fees and expenses that your firm offers and that you believe would differentiate it from other respondents and make your firm's services more cost effective to the Village. State whether the Village is being charged the lowest rate charged by your firm for its municipal clients.

VI. SELECTION CRITERIA

A selection committee consisting of Village staff, with possible additional review by certain Village Board members, will evaluate the proposals. This selection committee will make its recommendations to the Supervisor and Village Board for final approval. The selection committee will consider the following factors, not necessarily in order of importance: 1. Quality and depth of the firm's expertise and, based on similar services provided previously, its capacity for providing the currently requested services. 2. Anticipated cost of legal services and disbursements, including such factors as hourly rates, discounts, and cost-effectiveness. (Although proposed fees will be given significant weight in the selection process, the Village reserves the right to negotiate with any firm selected lower fees or a different fee structure than proposed.) 3. Commitment of time (especially by the partner in charge) and resources to the Village. 4. Information provided by client references. 5. Overall organization and quality of proposal, including cohesiveness, conciseness, and clarity. 6. Minority and Women Owned Business Enterprises (MWBE) and Service-Disabled Veterans Business Development (SDVOD) status/participation.

VII. CONTRACTUAL REQUIREMENTS

The proposal submitted by the successful firm will serve as the basis for and will be included as an appendix to the contract with the Village. Important information affecting proposers which should be carefully examined is contained in the following appendices: - Executed copies of the "Proposer Guarantees" (Appendix B) and "Proposer Warranties" (Appendix C) must be submitted with the firm's proposal. The "Standard Clauses for New

York State Contracts" (Appendix A) will be included as an appendix to the contract to be entered into between the selected firm and the Village. - The Non-Collusive Bidding Certification (Appendix A-2) required by Section 139-D of the State Finance Law must be completed, signed and submitted with the proposal. - Clauses stating compliance with the Omnibus Procurement Act of 1992 (Appendix A-3) and MacBride Fair Employment Principles (Appendix A-4) must be signed and submitted with the proposal. - EEO Standard Language in Appendix A-5 should be reviewed and the proposer should be prepared to submit an EEO Policy Statement upon request. - Appendix A-6 concerning opportunity for minority- and women-owned business enterprises should be reviewed, and the proposer should be prepared to complete the Work Force Employment Utilization Report if selected. - Failure to submit any of the above-mentioned forms with the proposal will disqualify the firm from consideration.

In addition to the provisions in Appendix A, the contracting firm will be bound by the following general requirements:

A. Relationship between the Village and Contractor The relationship of the selected firm to the Village shall be that of an independent contractor. In accordance with such status as an independent contractor, the Contractor covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the Village by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Village, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

B. Freedom to Undertake With respect to any contract or employment as an independent contractor of the Village, or any New York public corporation as defined in Section 66 of the NYS General Construction Law or any agency or department of either, pursuant to the terms of any other present or future agreement, expressed, implied, entered into with such entity, if any, the firm by submitting a proposal thereby covenants and represents that there is no conflict as to hours required to be worked or duties required to be performed pursuant to the terms of this proposal and any aforesaid contract or employment.

C. Provision for Equal Employment Opportunity The Village recognizes the need to take affirmative action to ensure that minority and women-owned business enterprises and minority and women employees and principals are given the opportunity to participate in the performance of contracts with the Village. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality.

Accordingly, it is the policy of the Village to foster and promote the participation of such individuals and business firms in contracts with this office. The Contractor selected for this undertaking will be asked to acknowledge its understanding and support for the social policy herein stated and will be expected to exert a good faith effort to solicit the participation to the extent feasible of such individuals and firms as partners, joint venturers, subcontractors, suppliers and employees and to report the results of such efforts to the Village. The Contractor selected for this undertaking shall comply with the requirements of Article 15-A of the Executive Law and shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Appendices A-5 and A-6 contain the applicable Equal Opportunity language, as well as the required reporting forms.

D. Workpaper Retention and Availability

1. The Village or its authorized representative, and other agencies authorized by State law, shall have access to and the right to examine the books, documents, papers, or records of the Contractor relating to the contract during the progress of the services to be performed by the Contractor and for a period of three (3) years after final payment under the contract. The Contractor will make all records available to the Village.

2. The workpapers prepared by the Contractor during this review are its own property, although copies thereof and access to them will be made available to the Village upon request. The Contractor shall cooperate with other independent auditors conducting audits of the Village records and with any subsequent auditors for the examination of the Village's financial statements upon the specific request of the Village for a period of three (3) years after final payment under the contract.

3. The firm selected agrees to make personnel available to furnish adequate explanation of all data, materials, and working papers developed during the project at any reasonable time during the period of three (3) years following the date of the final report delivered to the Village. Reasonable time is defined to be during normal business hours and should not exceed 40 hours per week.

E. Reports and Findings Any and all reports and findings rendered to the Village by the Contractor shall be the exclusive property of the Village and subject to its exclusive use and control. The Contractor herewith waives all rights to such reports and findings and the control thereof. The Contractor shall take all appropriate action to protect the confidentiality of all information supplied to it or developed by it during its performance under the terms of the contract.

F. Termination

1. The performance of work under this contract may be terminated in whole or in part by the Village whenever, for any reason, the Village shall determine that such termination is in its best interest. Termination of work herewith shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective. The Village may terminate the contract in the event that the contractor's certification of compliance with Executive Order No. 127 is found to be intentionally false or incomplete.

2. After receipt of the Notice of Termination, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the Notice.

3. The Contractor shall submit its termination claim to the Village promptly after receipt of a Notice of Termination, but in no event later than 30 days from the effective date thereof, unless one or more extensions in writing are granted by the Village upon written request of the Contractor within such 30-day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Village may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to the Contractor the amount so determined.

4. If the termination is brought about as a result of unsatisfactory performance on the part of the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the Village.

5. The Contractor agrees to transfer title to the Village and deliver in the manner, at the time, and to the extent, if any, directed by the

6. Village, such information and items which, if the contract had been completed, it would have been required to be furnished to the Village.

G. Contractor's Liability

The Contractor shall be liable for and shall indemnify the Village for all damage to life and property due to the negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the performance of its services under the contract. Further, it is expressly understood that the Contractor shall be liable for the

claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Contractor under the contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Contractor's failure to meet professional standards which result in obvious or patent errors in the progression of its work. Nothing in the contract shall create or give to the third parties any claim or right of action against the Contractor or the Village beyond such as may legally exist irrespective of this Article or Agreement.

H. Disputes and Dissatisfaction

In the event the Village or the Contractor is dissatisfied with the other's performance under the contract, either party must so notify the other in writing. The other party must then make every good faith effort to solve the problem or settle the dispute amicably, including meeting with a party's representatives to diligently attempt to reach a satisfactory result.

I. Notices

All notices, demands, instructions, claims, approvals and disapprovals are required to be given to either party at the addresses hereinbefore set forth or to such other address as either party shall have notified the other, in writing, to be the proper mailing address.

J. Waiver, Modification, Execution, or Severability

1. No waiver or modification of the contract or any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by the parties hereto, and no evidence of any waiver or modification shall be offered or received in evidence in any action between the parties hereto arising out of or affecting the contract, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of the paragraph may not be waived except as herein set forth.

2. The written contract shall contain the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties.

3. The parties hereto shall execute such other further documents as may be required to effectuate the terms of the contract.

4 The terms, clauses and provisions of the contract are intended to be severable, and the unconstitutionality, illegality or unconscionableness of any term, clause or provision shall in no way affect the enforcement of any other term, clause or provision.

K. Disclosure of Prior or Pending Lawsuits.

Disclosure of any prior or pending lawsuit(s) or litigation between the bidder and any municipal corporation, the County of Erie, or the State of New York is required. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly.

L. Objections

Objections to the requirements stated in this RFP must be submitted in writing or by email by October 7, 2025. Objections submitted after that date will not be considered. Objections should refer to the appropriate section, provide a rationale, and, where feasible, provide alternate language or options for consideration by the Village. The Village reserves the right to reject objections or to alter the terms of the RFP accordingly.

Dated: October 2, 2025