
COUNTY OF LAPEER

REQUEST FOR PROPOSALS



FOR CONTRACTUAL LEGAL SERVICES

FEBRUARY 25, 2019

ISSUED BY: LAPEER COUNTY BOARD OF COMMISSIONERS
255 Clay Street, Suite 301, Lapeer, MI 48446

DUE DATE: MARCH 22, 2019

Objective: The objective of this Request for Proposal is to obtain qualified legal services for Lapeer County to handle General Counsel work on governmental matters on an as-needed basis as determined by the County and excludes litigation and labor services and other legal specialties at the sole discretion of the County. The Lapeer County Board of Commissioners invites interested attorneys and/or legal firms to submit written proposals to provide legal services for Lapeer County on a contractual basis for a one-year period with an optional one-year extension upon mutual consent of both parties under the same terms and conditions. This is a first-time RFP and the amount of actual legal service this may require during the year is not known.

Submission of Proposals: Eight (8) copies of the proposal shall be submitted in two sealed envelopes with the caption "Legal Services for Lapeer County" and due date listed in the bottom left-hand corner. Proposals should be addressed to:

**Lapeer County
Attn: Controller/Administrator
255 Clay Street, Suite 301
Lapeer, MI 48446**

One sealed envelope, "Package A", will include your "Qualifications" proposal and the second sealed envelope, "Package B" labeled "Costs" and will include pricing. **Do not include pricing information in Package A.**

The **Package A** binder will include five tabs as follows:

- I. Business Profile
- II. Firm and Individual Attorney Experience
- III. Accessibility and Responsiveness
- IV. Current Practices and Conflicts of Interest
- V. General Information and Proposed Contractual Agreement

The Board of Commissioners reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the County as determined by the Board of Commissioners.

All inquiries regarding this Request for Proposal must be in writing and directed to the County Administrator at the above address.

TECHNICAL SPECIFICATIONS

Statement of Work: The County of Lapeer, Michigan (County) is seeking proposals from qualified law firms, attorneys, or legal professionals to provide general counsel for legal issues involving the operation of a county government. The work will involve: serving as the County of Lapeer's legal counsel for general local government matters; performing legal work providing advice to representatives of the County, as assigned through referral of the County Administrator or as directed by the Board of Commissioners; advising the Board of Commissioners on statutory compliance measures; advising the Board of Commissioners in relation to Robert's Rules of Order; and other general matters.

The scope of legal services in this RFP excludes legal services relating to claims and lawsuits against the County, its elected and appointed officials, employees, or other individuals for which the County is providing a defense. The County reserves the right to arrange for any legal services on a case-by-case basis, and pursuant to agreements or requirements of the applicable insurance carrier(s) and/or third-party administrator(s). The RFP also excludes Labor Relations and Employment services.

General Duties of the County Attorney:

1. Research and render opinions on local government matters relating to compliance with applicable local State and Federal laws.
 - (a) The Attorney shall act as legal advisor to and be attorney and counsel for the County Administrator and/or the Board of Commissioners and shall be responsible to the Board of Commissioners. He shall advise any officer or department head of the County in matters relating to his official duties when so requested and shall file with the Clerk a copy of all written opinions given by him.
 - (b) The Attorney shall prepare and review all ordinances, contracts, bonds and other written instruments which are submitted to him by the County Administrator and/or the Board of Commissioners and shall promptly give his opinion as to the legality thereof.
 - (c) The Attorney shall call to the attention of the Board of Commissioners and the County Administrator all matters of law, and changes of developments therein, affecting the County.
 - (d) The Attorney shall perform such other duties as may be prescribed for him by the County, by ordinance or by direction of the Board of Commissioners and/or the County Administrator.
 - (e) Upon recommendation of the Attorney or at the County's sole discretion, the Board of Commissioners may retain special legal counsel to handle any matter, in which the County has an interest, or to assist and counsel with the County Attorney therein or to represent the County.

General Information: The result of this proposal will be the retention of the successful firm as the County's general counsel for a one-year period with one optional one-year extension, upon mutual consent of both parties, under the same terms and conditions. Rates will remain the same throughout the length of the contract. The County may elect to seek competitive proposals at any time.

Based on the quoted rates, the performance of the firm and such other factors as are determined by the County to be relevant to the retention of counsel, the County will decide whether to continue the relationship for the next year. This decision is at the sole discretion of the County.

Termination: Either party may terminate this Agreement upon thirty (30) days written notice of such termination (herein called a "Notice of Termination") given before the effective date of the termination notice. In the event either party elects to terminate the relationship, the firm will be required to turn over to the County or to other counsel designated by the County all files relating to the County and any work product produced in connection with County work of any kind and nature whatsoever.

Proposal Information: All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise or incomplete responses can serve only to the disadvantage of the applicant.

Qualifications Proposal (Package A):

Package A must include, but is not limited to, the following information:

I. Business Profile

- A. State the firm's Mission Statement and Guiding Principles
- B. Describe the firm's organization and structure
- C. Provide a brief history of the firm
- D. List areas of specialty

II. Firm and Individual Attorney Experience

- A. Provide a resume for all individuals and/or subcontractors who will work with the County including their legal specialty.
- B. If not included in the resume, describe the qualifications of each individual who will provide legal services to the County including:
 - 1. Name of individual to be designated County Attorney as well as all associate or assistant attorneys and their areas of expertise
 - 2. Legal training and years of practice (including date of admittance to the Michigan Bar)
 - 3. Years of municipal or other local public sector law practice as a full-time local government attorney and/or in a private law office specializing in municipal law
 - 4. Knowledge and/or experience with Michigan municipal law
 - 5. Years and statement of other types of clientele represented
 - 6. Litigation experience and demonstration of a good court track record; cite examples of significant and notable cases
 - 7. Three professional and three personal references
 - 8. Scholastic honors and professional affiliations

III. Accessibility and Responsiveness

- A. Accessibility
 - 1. Indicate Attorney who would be primary contact for the County and their accessibility.
 - 2. Identify whom you would designate as a competent substitute for legal services for the County in the event that you were unavailable.
- B. Responsiveness
 - 1. Describe how you would structure the working relationship between the County Attorney and the County Board of Commissioners, County Administrator, and staff.
 - 2. Describe the standard time frame for responses by the County Attorney to direction and/or inquiry from the County Board of Commissioners or County Administrator.

IV. Current Practices and Conflict of Interests

- A. List all public clients for which you or your firm currently provide services. (The list should include any other cities, counties and/or school systems).
- B. The County has established guidelines regarding Conflicts of Interest (see Exhibit 1) and Ethics (Exhibit 2). Please provide a Statement of Compliance to these guidelines as a separate attachment to your proposal.

V. General Information

- A. Submit briefs and/or legal opinions, which they deem to represent the best quality work produced by the attorneys proposed for work.
- B. The firm may also, and is encouraged, to submit any other information desired concerning its general experience and expertise.
- C. Provide a Proposed Contractual Agreement.

Cost Proposal (Package B):

Package B, marked "Costs", must contain, but is not limited to, the following information: a proposed fee structure for each attorney and/or subcontractor who would be performing work related to this proposal, and rates for paralegals and law clerks. The Cost Proposal should include a thorough description of the firm's billing practices. Included in the expense billing should be rates for any other cost associated with the delivery of service to the County, other than direct pass-through costs such as court costs, filing fees, court reporter costs, etc. All costs shall be quoted without increase through the length of the contract.

Specifically, this information should include but is not limited to:

1. Describe, in detail, how you intend to charge the legal services for the Lapeer County (your proposed contract fee structure).
2. State the hourly rates and/or fee structure for the designated County Attorney and all associates for general work, and for special services, such as litigation, if at a different rate.
3. Define what would be considered to be extraordinary services to be provided over and beyond the normal services and the basis for compensation. (It is expected that such services would include non-routine services requiring extraordinary research and/or preparation which would be in excess of those covered by the retainer, if a retainer is the preferred method of compensation).
4. Describe your preference for method of payment and your procedure for billing of extra hours and expenses and any other accounting requirements.

Evaluation and Selection Process

1. Proposals will be submitted to a screening committee. The Committee and Board will determine the criteria and method to be utilized during the screening process.
2. The Screening Committee will rank qualified candidates for interviews before the County Board of Commissioners. The individual County Board of Commissioner's members will have the opportunity to preview all applicants and the Committee's process. The entire County Board of Commissioners will participate in this final selection process. The County Board reserves the right to interview or not interview candidates at their sole discretion.
3. The County Administrator will negotiate the terms and conditions of the assignment. The County Board of Commissioners will have final approval of any agreement.

INSTRUCTIONS TO PROPOSERS

1. PROPOSALS

Proposals are requested to furnish the Lapeer County with legal services for general local government matters conforming to the specifications contained herein.

Proposed Time Frame:

Due: **Friday, March 22, 2019 by 5:00 p.m.**
Award: To be Determined.

2. ADDENDA

In order to receive consideration, proposals must conform to all specifications. Any deviations, exceptions or unapproved alternatives contained in any proposal may cause its rejection. When approvals are required by these specifications, or where deviations from the specific language are requested, the offeror must obtain written approval from the County Administrator prior to submission.

Any written explanation desired by an offeror regarding the meaning or interpretation of the solicitation, specifications, etc., must be requested in writing to the County Administrator no later than seven days prior to opening of proposals to allow sufficient time for a reply to reach proposers before the submission of their proposals. There will be no oral explanation or instructions given.

5. REQUIREMENTS

Proposals not conforming to the following requirements will be rejected:

- a. Proposals must be free from alterations and erasures.
- b. Each offeror shall specify in the proposal a unit price, in dollar figures, for all requested services.
- c. The County is exempt from the payment of City, State and Federal taxes. Said taxes must not be included in any proposal prices.
- d. The firm may also, and is encouraged, to submit any other information desired concerning its general experience and expertise.
- e. Employment Data Sheet - must be completed and signed as Attachment 1.
- f. Certification of Participant Regarding Disbarment, Suspension and Other Responsibility Matters - Attachment 2 must be completed and signed.
- g. Telegraphic (faxed) proposals will not be considered in response to this proposal offer.
- h. The County shall not honor any proposal modifications if received.

7. REJECTION OF PROPOSALS

The right is reserved to accept any proposal or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Lapeer County Board of Commissioners.

8. AWARD

- a. Award will be made in accordance with a detailed evaluation method. The quality of the services to be supplied, their conformity with the specifications and their suitability to the requirements of the Lapeer County will be taken into consideration in making the award.
- b. The Lapeer County reserves the right to make awards within ninety (90) calendar days from the date proposals are opened, unless otherwise specified in the proposal, during which period proposals shall not be withdrawn unless the offeror distinctly states in his proposal that acceptance thereof must be made within a shorter specified time. Should award be delayed beyond a period of ninety (90) days, or an earlier date specified by an offeror in his proposal, such award shall be conditioned upon offeror's acceptance.
- c. The Lapeer County reserves the right to delay making an award in order to permit proper study and analysis of all proposals received, reject any or all proposals received and to make a pre-award survey to determine the capability of the Offeror or Bidders.
- d. Based solely upon the County's evaluation of qualification packages, the principal attorney and/or other responsible attorneys designated in the response to the proposal may be interviewed at a date to be established by the County. The County may elect to visit the offices of the responding law firms.
- e. Award, if any, is subject to approval by the Lapeer County Board of Commissioners.
- f. To successfully be awarded the position, the offeror must meet all insurance requirements established by the County Administrator.

9. AGREEMENT - PURCHASE ORDER DOCUMENTS

- a. Successful offeror will be required to execute four (4) copies of a written agreement within ten (10) days of notice of award. The executed agreement order will specifically list any exceptions to the invitation to proposal requirements and specifications.
- b. The following documents attached hereto will be incorporated in the agreement:
 - 1. General Conditions
 - 2. Instructions to Bidders
 - 3. Technical Specifications
 - 4. Certification of Participation Regarding Disbarment, Suspension, and Other Responsibility Matters

10. RIGHTS OF THE COUNTY

The County of Lapeer reserves the right to award proposals in the best interest of the County. The County reserves the right, to accept or reject any and all proposals, or any items or part thereof, or to waive any irregularity in proposals.

Responsiveness will be determined on the basis of the Offeror's adherence to all specifications and other proposal requirements. Such determination shall be made after each proposal opening. The County at its sole discretion will determine who is best suited to perform the services required.

11. WAIVERS

The County of Lapeer reserves the right to accept or reject any and all proposals or any part thereof or to waive any informality in proposals.

12. NON-RESPONSIVE BID

The County of Lapeer reserves the right to remove from the mailing list for future proposals for an indeterminate period, the name of any offeror for failure to accept the agreement or the name of any supplier for unsatisfactory performance.

13. INVESTIGATION OF SPECIFICATIONS

Offerors are directed to investigate all conditions and to read carefully the specifications and to inform themselves fully of the conditions under which the service is to be delivered. No contractors will be allowed additional compensation for items, which they have failed to inform themselves of prior to the opening of proposals.

EMPLOYMENT DATA SHEET

Please complete and submit with your proposal response

1. Name of Business _____
2. Business Address _____
3. Phone _____ Business Fax _____ E-mail _____
3. Business Classification (check all that apply):
_____ Individual _____ Partnership _____ Corporation
4. Federal Tax Number _____
5. Name of Owner _____
6. Does firm maintain insurance in amounts specified within the proposal:
Yes _____ No _____
If No, describe differences: _____
7. Are there claims that are pending against this insurance policy?
Yes _____ No _____
If Yes, describe: _____
8. During the past five years, has the firm, business, or any attorney in the firm or business, been involved in any (1) bond forfeiture, (2) litigation personally involving the firm, business or any attorney in the firm or business (other than dissolution of marriage), or 3) claims filed with any insurance carrier concerning the firm, business, or any attorney in the firm or business, and/or (4) Bar Association complaints? If Yes, attach an explanation. Yes _____ No _____
9. Has the company been in bankruptcy, reorganization or receivership in last five years?
Yes _____ No _____

10. Has the company been disqualified or terminated by any public agency?
Yes _____ No _____
11. Has the proposed designated County Attorney practiced municipal law a minimum of five years?
Yes _____ No _____
12. Is each proposed attorney accredited and in good standing with the State Bar?
Yes _____ No _____
13. Proposal Offers shall be good and valid until the County completes award or rejections of quotes. Failure to concur with this condition may result in rejection of the offer. Does the firm accept this condition?
Yes _____ No _____
- If No, state the exception: _____

Having carefully examined all the documents of the solicitation, including the instructions, the Contract and Terms and Conditions, the undersigned proposes to perform all work in strict compliance with the above-named documents, as well as in compliance with all submitted proposal information.

Firm Name: _____

FID #: _____

Signature: _____

Print Name: _____

**CERTIFICATION OF PARTICIPANT REGARDING
DISBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Participant, _____, certifies to the best of its knowledge and belief, that it and its attorneys:

- a. Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any State department or agency;
- b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b)) of this Certification; and
- d. Have not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

If the participant is unable to certify to any of the statements in this Certification, the participant shall attach an explanation to this Certificate.

The Participant, _____, affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification.

Signature and Title of Authorized Official

Insurance Requirements

If awarded the contract, the Attorney shall not commence work until it has obtained the insurance required in the Request for Proposals. All coverage shall be with insurance carriers acceptable to the County. The Attorney shall require each of its subcontractors to maintain insurance as outlined in the Request for Proposals. If any insurance is written with a deductible or self-insured retention, the Attorney shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not constitute satisfaction of the Attorney's indemnification of the County. The Attorney and its subcontractors shall procure and maintain during the term of the Agreement made pursuant to the Request for Proposals the following coverage:

1. Workers' Compensation Insurance in accordance with all applicable statutes of the State of Michigan.
2. Professional Liability Insurance issued on an "occurrence" or "claims made" basis with limits of liability of not less than \$3,000,000 combined single limit bodily injury and property damage. If written on a claims-made basis, the policy must continue for three years following the termination or end date of this contract.
3. Cancellation Notice. Workers' Compensation Insurance and Professional Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

Lapeer County
Risk Manager
255 Clay Street
Suite 301
Lapeer, MI 48446

4. Indemnification - Except Professional Liability. To the fullest extent permitted by law, Attorney expressly agrees to indemnify and hold County harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages based upon any negligent act or omission, or willful or wanton misconduct, or Attorney or anyone acting on Attorney's behalf, in connection with or incident to this Contract or the work to be performed hereunder, except that Attorney shall not be responsible to indemnify the County for losses or damages caused by or resulting from the County's sole negligence.

5. Indemnification - Professional Liability:

- A. Attorney expressly agrees to indemnify and hold County harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages based upon any negligent act, error or omission of Attorney or anyone acting on Attorney's behalf in connection with or incident to this Contract or work to be performed hereunder, except that Attorney shall not be responsible to indemnify the County for any losses or damages to the extent that same are caused by or result from the active negligence of the County or any other person or entity.
- B. To the extent of Attorney's actual degree of fault, the Attorney's obligation to indemnify and hold the County harmless shall include: (i) The obligation to defend the County from any such suit, action or proceeding, and (ii) The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to, costs, attorney fees, and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to Attorney's actual fault.
- C. This indemnification shall not apply to any loss or liability arising from the active negligence or willful or wanton misconduct of the County or its employees but shall apply to all other losses or liabilities incurred by the County which arise from the Attorney's negligence or are imposed upon the County by virtue of its relationship with Attorney and there is no active negligence on the part of the County.
- D. Attorney agrees that it will not settle or resolve any claim or action against Attorney based upon its negligence which includes, or may include, a claim or count against the County or its employees without obtaining full and complete release in favor of the County with respect to any and all claims or counts against the County except those based upon the active negligence or willful or wanton misconduct of the County or its employees.
- E. For purposes of the indemnity clauses in this Agreement, County shall mean County of Lapeer, its elected and appointed officials, employees and volunteers working on behalf of the County; Losses and Liabilities shall mean loss, cost, expense, damage, liability or claims whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Attorney may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean bodily injury, sickness or disease and

mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss or use thereof; active negligence shall mean all inadvertent acts causing injury to others resulting from the failure to exercise due care; passive negligence shall mean all liability imposed upon one party as a result of: (i) the active negligence of the other party, or (ii) the relationship of the parties where there is no active negligence on the part of the party seeking indemnity.

- F. Attorney and County may agree to arbitrate any disputes with respect to the application of this indemnification clause including, but not limited to, instances where an action is commenced against the County based upon either the active negligence of the Attorney or the passive negligence of the County associated with the Attorney's performance.