



Request for Proposal

Legal Services

April 25, 2019

Town of Allendale
1296 Main Street South
PO Box 551
Allendale, SC 29810

Introduction

This section of the Request for Proposal (RFP) outlines the proposal submission requirements and provides information on the desired format for proposals. It contains the instructions governing the proposal to be submitted and the material to be included therein, including mandatory requirements (which must be met to be eligible for consideration) and other requirements to be met in each proposal.

Purpose

The Town of Allendale, South Carolina (hereinafter called the “Town”) invites the submittal of responses to this Request for Proposals (RFP) from qualified Firm(s) interested in providing legal services as the Town Attorney (hereinafter called “Counsel”). Counsel is appointed by the Allendale Town Council and provides primary legal services to the Town Council and Town Staff.

Preference will be given to those submittals demonstrating extensive experience municipal law. The successful applicant(s) shall possess sufficient resources to ensure that the demands for the town’s legal needs will be met on a timely basis. This relationship will be on a consulting or contractual basis, as opposed to a staff position.

The Town of Allendale seeks a fixed fee arrangement, payable in equal monthly installments, for identified legal services. The Town of Allendale also wishes to identify a fee schedule or other identified services.

Invitation to Propose

The Town of Allendale is hereby advertising to prospective firms/individuals to dedicate 40 – 80 hours per month dependent on legal issues facing the Town and its various departments. The RFP will be available at the town web site at: www.TownOfAllendale.sc.gov.

Proposers are encouraged to inform the town of their intent to respond via email to the Interim Administrator and to initiate preparation of proposals immediately upon receipt so that adequate time is available to prepare a comprehensive and complete response.

Scope of Work

Under the proposed agreement, Counsel will provide the following services on a fixed fee arrangement:

1. Provides legal advice, counsel, services, and consultation to the Town Administrator, and the Town Council, and appointed department heads on a wide variety of civil assignments, including but not limited to: general municipal law, labor law, general state and federal laws

relating to town government, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, housing, subdivision and land use law, economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, franchise law, municipal leases, purchasing and procurement, trial activity, and tort law. Counsel's advice includes methods to avoid civil litigation;

2. Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the Town Council and Town Administrator. Availability to answer staff questions by telephone and email;
3. Appears before courts and administrative agencies to represent the town's interests;
4. Works cooperatively with any special legal counsel retained by the town for special projects. Coordinates with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special counsel;
5. Provide guidance and legal advice on the Open Meetings Act, the Freedom of Information Act, Robert's Rules of Order, and Board rules and procedures;
6. Assists officials and employees to understand the legal roles and duties of their respective offices and interrelationships with others;
7. Assists town officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
8. Prepares and reviews ordinances and resolutions for legal correctness and acceptability;
9. Prepares and reviews contracts, leases, and other documents for legal correctness and acceptability. Negotiates said contracts, leases, and other documents upon request;
10. Reviews and redrafts various town policies for legal correctness and acceptability. This would include, by way of example, Personnel Manual, Family Medical Leave, IT Policy, etc.;
11. Attendance at any 12 meetings during a calendar year of the Town Council, as requested. Attend at other meetings when requested. Meetings attended in excess of 12 in any calendar year, shall be billed and paid at the agreed hourly contract rate. Conference calls shall not be considered as one of the 12 meetings; and
12. Performs other legal services and tasks, as requested.

Proposal Submission

Format of Proposal

Please minimize the bulk of original writing and make maximum use of your standard brochures and materials. Your proposals must follow the format prescribed below. Failure to complete and furnish all information requested in the form and format specified may result in disqualification.

SECTION	TITLE
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- I. Name, contact, address, telephone and fax number, and e-mail of your firm.
- II. Information about you firm and project team
- III. Proposed Attorney, Team
- IV. Proposed Fee Structure
- V. Client References
- VI. Contract
- VII. Conflict of Interest

Feel free to include any material that will add to the persuasiveness of your recommended approach. However, if the materials do not directly address the stated requirements, please include them in an appendix or separate volume. We will review and consider all material submitted but want to concentrate our efforts on the material that directly addresses the town's stated needs.

Understanding of Services Requested

Proposals should indicate the Proposer's understanding of project goals and expectations and must respond to all requirements of this RFP.

Information About Your Firm

Please provide information that will enable us to evaluate your firm's legal composition, track record, and support capabilities. We require that you include the following:

- Provide a brief background history of the firm, and number of attorneys employed. An organizational chart or description of office organization would be helpful.
- Provide a statement of the law firm's philosophy.
- Provide an overall experience summary of the law firms' knowledgeable in Public Sector Labor Law and issues related to local, county, state, and federal government operations.
- Identify the specific experience of the firm in all phases of labor relation/negotiation process, including mediation, and fact finding.
- Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, FOIA, elected official, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, Building Code, personnel, 9-1-1, and any additional legal areas that will identify the focus of the firm.
- Describe your legal library and research capabilities, with specific emphasis on municipal law publications, computer links, and the firm's capability to maintain a proposed response time for legal reports and memorandums.
- The firm should have adequate office space, staff, equipment, and resource materials and library that are readily available. Indicate the location of the primary office and attorneys assigned to service this account.

Proposed Attorney, Team

Please provide information that will enable us to evaluate your proposed legal team and staff resources. We require that you include the following:

- Designate the primary contact, and identify those who would be working in more specialized areas. Describe the current principle responsibilities for the individual designated as lead attorney.
- Include a current resume for each attorney who will be primarily assigned to the town. This information should include relevant academic training and degrees, description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful in evaluating your proposal.
- Specify the organizational structure applicable to this contract, including the Lead Attorney and the relationship of any assisting attorney(s) to that Lead Attorney.
- If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such individuals, specialties, and resources.
- Provide information regarding the number of paralegals by their specialties and the number and position titles of support personnel; specifically those who may be providing services to the town.

Proposed Fee Structure

- All fees should be clearly stated in the proposal. Please provide billing information.
- Propose a set, fixed fee that inclusive of all service costs for the identified Scope of Work. Also state separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.). The town will pay the annual fixed fee in equal monthly installments.
- Special litigation services, including but not limited to, grievance arbitration, Fact Finding, bond work and specialized tax work will be handled on an as required basis. Please quote the dollar amount of hourly fees and costs your firm will charge for providing such legal services. List fee per hour for principal attorneys, other firm attorneys, and support personnel. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference, etc.
- Provide a schedule of reimbursable costs, such as court filing fees, deposition costs, mileage, travel time, additional meetings beyond the 12 meetings per year identified in the Scope of Work, etc.
- The town will select the finalist by considering the proposed compensation as a “best and final offer,” although the town reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the town, including cost.

Client References

Please provide a list of at least **two businesses** who have retained your services with your company. The list should provide a customer name, number of employees, and number of

vehicles. For each customer reference, include contact names, phone numbers, and email addresses for administration staff.

Contract

Submitting firms are expected to submit a proposed contract for services with their proposal that will govern the relationship between the firm and the town. This contract will be viewed as an example of the work to be performed by Counsel, but will be executed award by the Town of Allendale.

This contract is for a two-year period. The town shall have the right to extend this contract for one additional two-year term. Renewal of the appointment/contract will require reauthorization by the Town Council. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract work will be rebid.

Conflict of Interest

- Indicate whether your firm currently represents, or has represented any client where representation may conflict with your ability to serve as Counsel for the Town of Allendale.
- Indicate if your firm currently represents any real estate developers doing business with, or anticipating doing business with, the Town of Allendale.
- Indicate whether you currently represent any other local units of government having jurisdiction within, or contiguous to the Town of Allendale.
- Indicate what procedures your firm would utilize to identify and resolve conflicts of interest.

Clarifications

Response Material Ownership

All material submitted regarding and in response to this RFP becomes the property of the Town of Allendale and will only be returned to the proposer at the town's option. Any person may review responses after final selection has been made. The Town of Allendale has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined above in "Proprietary Information." Disqualification of a proposer does not eliminate this right.

Town Clarifications

The town reserves the right to obtain clarification of any point in a proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the proposer's proposal.

Proposal Submission

The proposal package shall be delivered to:

Henry B. Youmans, Jr.
Interim Town Administrator
Town of Allendale
PO Box 551
Allendale, SC 29810

Proposals must be received prior to 5:00 P.M. Eastern Time on June 15, 2019. Proposers must allow sufficient delivery time to ensure receipt of their proposal by the time specified. Any proposals not so withdrawn before the opening date shall constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal.

Three (3) copies of the proposal should be sealed in a package showing, in addition to the address shown above, the following information on the outside:

1. Proposer's Name and Contact
2. Proposal – Town of Allendale, Legal Services RFP
3. Proposal due: June 15, 2019.

Late proposals will not be accepted or considered.

Incurring Costs

The Town of Allendale is not liable for any costs incurred by proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the town.

Evaluation

The Interim Town Administrator will evaluate all proposals submitted as a result of this RFP. The Interim Town Administrator will present its recommendation to the Town Council. The Town Council will be asked for their final approval. In order to receive consideration, responses must address all aspects of the requirements specified in the Proposal Response Forms.

Acceptance of Proposal

Failure to furnish all information requested in the form and format specified may disqualify a proposal. The contents of the proposal of the successful proposer will become contractual obligations, if an agreement is executed. Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order or contract, or similar acquisition instrument may result in cancellation of the award and such proposer may be removed from future solicitations.

False or Misleading Statements

If, in the opinion of the town, a proposal contains false or misleading statements or references, it may be rejected.

Other Reservations

The town reserves the right to accept or reject any and all proposals. Further, in the event that funds are not available or are terminated, no contract resulting from this RFP will be executed.

Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the Town of Allendale to award a contract. If it is deemed in the best interest of the town to do so, the Town of Allendale reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in proposals received or to accept any portion of a proposal or all items proposed, or to reject any and all proposals received in response to this RFP, or to cancel the RFP.

Award of Proposal

The contract will be awarded to that proposer whose proposal and client references present a product that will be the most advantageous to the Town of Allendale. The town reserves the right to negotiate with the proposer selected in the evaluation process for this RFP to acquire the combination of services that best meets its needs within any limitations of available funding.

No Discrimination in Employment

In connection with the performance of work for this project, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, sex, age, national origin or ancestry; and further agrees to insert the foregoing provision in all subcontracts hereunder.