



# **REQUEST FOR PROPOSAL**

**CITY ATTORNEY/LEGAL SERVICES**

**April 1, 2022**

# City of New Buffalo

## REQUEST FOR PROPOSAL CITY ATTORNEY/LEGAL SERVICES

**Contact:** Amy Fidler, City Clerk  
Phone: (269) 469-1500  
Fax: (269) 469-7917  
Email: [afidler@Cityofnewbuffalo.org](mailto:afidler@Cityofnewbuffalo.org)  
Website: [www.Cityofnewbuffalo.org](http://www.Cityofnewbuffalo.org)

### Introduction

The City of New Buffalo is seeking qualified attorneys or firms to serve as City Attorney for full service legal representation covering the entire scope of the City's municipal affairs. The contract is for a negotiable term of up to three (3) years. This request for proposal is for four (4) separate pricing options, which include general counsel monthly retainer, general counsel billable hourly, prosecution services monthly retainer and prosecution services billable hourly rate. The award of the Request for Proposal ("RFP") may be awarded in part to separate firms for general counsel and prosecution services.

### Pre-Proposal Information and Questions

Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of New Buffalo ("the City"). If a respondent finds a discrepancy error, or omission in the RFP package, or required any written addendum thereto, the respondent is requested to notify in writing the contact noted on the first page of the RFP, no later than seven (7) days prior to the deadline, so that written clarification may be sent to all prospective respondents. **THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** No contact regarding this document with other city employees is permitted. All answers will be issued in the form of an addendum.

### RFP Modifications/Addenda

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of the City. Any and all addenda issued by the City will be posted on the City's website at [www.Cityofnewbuffalo.org](http://www.Cityofnewbuffalo.org). All interested parties are instructed to view the listed website regularly for any issued addenda. Copies of any issued addenda may also be obtained by visiting the City Clerk, City of New Buffalo, 224 West Buffalo, New Buffalo, MI 49117 8:00 AM to 4:00 PM, Monday through Friday, except legal holidays. It is the responsibility of the respondent to obtain the available addenda and acknowledge any issued addenda on the proposal form for this solicitation, and further submit the form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than the City, the original document in the City's files takes precedence.

### Proposal Submission

Submissions should be contained in a sealed package or envelope and received by the City Clerk no later than **Monday, May 2, 2022 at 3:00 PM.** The envelope or package should be clearly marked on the outside "City Attorney Proposal", deadline and respondent's name, address, phone, fax and contact

name. It is each respondent's responsibility to ensure that its proposal is received by the City Clerk by the deadline. This responsibility rests entirely with the respondent, regardless of delays resulting from postal handling or for any other reason. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 AM to 4:00 PM local time, Monday through Friday, except legal holidays. Proposals will be publicly opened by the City Manager and City Clerk on **Friday, May 6, 2022 at 10:00 AM**. Proposals will be evaluated by the City Council and presented for approval, tentatively, at the regular City Council meeting on **June 20, 2022**. Responses received after the deadline will not be accepted.

Documents may be mailed or hand-delivered to:

**Amy Fidler, City Clerk  
Office of the City Clerk  
224 West Buffalo Street  
New Buffalo, MI 49117**

The opening and reading of a proposal does not constitute the City's acceptance of the respondent as a responsive and responsible respondent.

#### **Duplicate Proposals**

No more than one (1) proposal from any respondent, including its subsidiaries, affiliated companies and franchises will be considered by the City. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

#### **Withdrawal**

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No proposal may be withdrawn after the deadline for submission.

#### **Rejection**

The City Council reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any informality or irregularity in proposals received if it is determined by the City Council that the best interest of the City will be served by doing so. If all proposals are rejected by the City, notice will be posted on the City's website as noted on the cover page of this document. No proposal will be considered for any person, firm or corporation that is in arrears or in default to the City on any contract, debt, or other obligation, or if the respondent is debarred by the City from consideration for a contract award, or if respondent has committed a violation of the City's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanctions within the five (5) years immediately preceding the date of issuance of this document.

#### **Procurement Policy**

Procurement for the City will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City.

#### **Proposal Signatures**

Proposals must be signed by an authorized official of the respondent. Each signature represents binding commitment upon the respondent to provide the goods and/or services offered to the City if the respondent is determined to be the most responsive and responsible respondent.

## **Contract Award**

The respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and the actual award of the contract will be provided by written notice sent to the respondent at the address designated in the proposal. All proposals must be firm for at least one hundred twenty (120) days from the due date of the proposal. After a final award of the agreement by the City, the contractor must execute and perform said agreement. The date on which the agreement is signed by the City marks the beginning of the Agreement.

## **FOIA Requirements**

Proposals are subject to public disclosure after the deadline for submission in accordance with state law.

## **Scope of Work**

In accordance with the City of New Buffalo Charter, the City Attorney shall perform the following duties:

1. Act as legal advisor to and be the legal counsel for City Council and officers or department heads of the City in matters related to official city business.
2. Prepare and file written legal opinions with the City Clerk when requested.
3. Prosecute all charter and ordinance violations as allowed by charter, ordinance and state statutes, and represent the City in cases before the county, state and federal courts and other tribunals, as City Council may request. These matters include code violation enforcement actions, traffic infractions and all civil suits filed by or against the City.
4. Prepare or review all ordinances, regulations, contracts, bonds and other written instruments as may be required by the City Charter or City Council and provide a legal opinion thereof.
5. Call to the attention of City Council all matters of law, and changes or developments therein, affecting the City.
6. Perform such other duties as may be prescribed by City Charter or by City Council.
7. As may be recommended by the City Attorney or as requested by City Council, retain special legal counsel to handle any matter in which the City has an interest or to assist and counsel with the City Attorney.
8. Attend meetings of City Council, commission or boards when requested.

Monthly retainer proposals shall include all items listed on the Price Sheet which are considered "General Matters". If in the course of business conducted by the City matters outside the scope of work listed above required legal advisement or actions, the billable hourly rate will be applied. Approval from City Council to proceed at the hourly rate must be obtained.

## **Estimated Workload and Support Services**

1. The City does not guarantee a set workload or billable hours. However, to aid in the development of a proposal, it is reasonable to expect an average of forty (40) monthly billable hours.
2. The City Attorney shall provide all the administrative services and support necessary to manage the workload in order to complete all assignments. This includes office facilities, support staff, supplies and equipment.
3. For work product and services outside of the retainer services, the City Attorney shall provide time records and detailed costs for supplies and other service items that are billed to the City.
4. Payment for non-retainer services rendered shall be on a monthly basis according to the itemized monthly statements provided by the City Attorney.

## Specifications

1. The City Attorney shall attend regular and special City Council meetings, when requested. Currently, regular City Council meetings are scheduled the third Monday of every month at 6:30 PM. If the time set for the holding of a regular meeting of the Council shall be a holiday, the regular meeting shall be held at the same hour and place on the next business day which is not a holiday.
2. The City Attorney must be available via telephone, mobile phone and e-mail.
3. Accessibility to the City Attorney is an important aspect of the service. Accessibility and responsiveness for the City Attorney is of greatest importance, although these elements will also be considered in relation to assistant attorney(s) as well. Accessibility includes the ability to be generally available to attend meetings in person on short notice and to be reached promptly by telephone.
4. Service response is also of high importance. When the City Manager or City Council requests draft ordinances or opinions, the City Attorney should provide an estimated time of completion and keep the requesting party apprised of any delays or special considerations.
5. The City does not offer space for offices in a city location and does not require the City Attorney to maintain an office within the City of New Buffalo.
6. The City Attorney must prioritize the attorney's workload so that city matters are given the highest priority and, therefore, are completed in a timely manner.

## Statement of Qualifications

Respondents, specifically the business that will be contractually bound under the contract with the City of New Buffalo, will be deemed non-responsive and rejected without any further evaluation if they do not meet the following qualifications:

1. No conflicts of interest between the City and those of the respondent's existing clients, under Michigan Rules of Professional Responsibility, as determined by the City.
2. Significant experience, competence and reputation of the firm providing full-service representation in the area of municipal law and litigation.
3. Experience, competence and reputation of the specific lawyers assigned to the proposed contract for providing full-service representation in the area of construction law and litigation.
4. Satisfactory client references.
5. Availability to service the needs of the City in a convenient and timely manner.

## Proposal

1. **Letter of Transmittal** - limited to two (2) pages to include:
  - a. A brief statement of the respondent's understanding of the scope of work;
  - b. A statement that the entire response and the prices contained therein shall be binding upon the respondent in all respects for a period of one hundred twenty (120) days from submission;
  - c. Identification of a single-point-of-contact to respond to any questions regarding the proposal;
  - d. A statement indicating whether respondent intends to subcontract any portion(s) of the work and to whom, if known at time of submittal.
2. **Executive Summary** - Each respondent shall submit a brief overview of the firm and the proposed attorney(s) to be assigned to the proposed contract. The summary shall be limited to five (5) pages in length and shall consist of no more than one (1) for the firm and four (4) pages for the attorney(s) to be assigned.

3. **Respondent History** - Respondents shall present information to demonstrate financial stability and performance, operational history, and firm biography. Please refrain from using marketing materials.
4. **Respondent Identifying Information** - Name and location of major offices and other facilities (other than the one identified on Proposal Form) that relate to respondent's performance under the terms of this RFP:
  - a. Name, business address, business and fax telephone numbers, and e-mail address of the proposed principal contact person.
  - b. Information on firm's experience, competence and reputation in providing legal services in the area of municipal law and litigation.
5. **Respondent Qualifications** - This section must contain all pertinent information relating to the respondent's organization and experience that would substantiate its qualification and capabilities to perform the legal services requested including:
  - a. Statement relating to existing clients and whether current representation presents a conflict of interest with potential representation of the City. Provide sufficient, non-confidential details for independent verification by the City. The City shall be the sole decision-maker about whether a conflict exists between its interests and those of a firm's other clients.
  - b. A narrative description documenting the firm's and attorney(s) experience with municipal and government entities in this area of law.
  - c. A summary of major cases handled during the last five (5) years by the attorney(s) to be assigned to this contract demonstrating the ability to represent and provide advice to the City in litigation involving municipal law (state case name, case number, court or administrative agency and citation, if any published decision is involved). Indicate the key issues of the case and the degree of success achieved. Indicate which cases were handled by person(s) designated as lead attorney for city matters.
  - d. Provide a summary of other relevant experience and training that demonstrates the ability of the key personnel to be assigned to represent the City in litigation or to provide advice on routine municipal matters. This may be non-litigation legal experience, significant litigation experience involving appellate courts practice, representation of other governmental entities, academic experience, publications and professional activities.
6. **Client References** - each respondent must provide no less than five (5) client references for similar services performed within the last three (3) years. Please include at least two (2) municipal or governmental entity clients. The list of clients must include the following:
  - a. Name and address of client.
  - b. Name and phone number of client contact.
  - c. Contract state date and duration
  - d. Type and size of contract
  - e. Role in representation
  - f. Number of staff by position participating in representation
  - g. Outcome of representation, if completed and available for disclosure. These references may be contacted and used in conjunction with the evaluation of proposals.
7. **Organizational and Staffing Plan** - Respondents shall submit information relating to their team, including attorney(s), paralegals, administrative and technical staff. Comparable resources must be guaranteed throughout the course of the representation.

- a. The respondent will provide resumes and qualifications of all proposed attorneys, staff and contractors, their role(s) on the contract, the expected percentage of time they will participate in the contract, and specific experience with related projects.
  - b. All attorneys must be licensed to practice law in Michigan and their licenses must be in good standing with the Michigan State Bar.
  - c. The principal attorney serving as City Attorney must have practiced law within the State of Michigan for at least five (5) years.
  - d. All staff assigned to the contract must be reasonably acceptable to the City. All replacements of key personnel must be of equal or superior experience as the person replaced. Any staff substitutions must include a resume and be approved in writing in advance of work on the project by the City Council.
8. **Project Manager** - Respondents shall specifically identify the individual who will be responsible for management of this representation and who shall serve as City Attorney for the City. The individual identified shall not be reassigned unless consented to by the City Council. Provide a detailed resume for this person. Include the number of years of experience on this attorney in providing municipal legal services to be delivered to the City. The following information must also be provided for this individual:
- a. Length of service with firm
  - b. Education, experience and responsibilities
  - c. Other relevant qualifications
9. **Compensation** - Respondents must provide the monthly retainer fees and hourly rate proposed to perform the services identified in this RFP. The retainers and hourly rates should fully account for overhead and other expenses. Complete attached price sheet.

### **Proposal Content**

The respondent must include the following items, or the proposal may be deemed non-responsive and rejected without any further consideration:

1. All general forms contained in this RFP, fully completed:
  - a. All items requested in the "Proposal" section listed above,
  - b. Proposal Form (pages 10-11),
  - c. Price Sheet (page 12), and
  - d. Business Information Questionnaire (pages 13-14)
2. Evidence showing that the respondent meets each of the qualifications listed in the Statement of Qualifications of this RFP.

### **Exceptions**

Respondent shall clearly identify any proposed deviation from the language in the RFP. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. The City will expect and require complete conformance with this specification and the successful respondent will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to

material terms/conditions in the RFP will not be considered. The City reserves the right to accept, or to allow respondent to withdraw, any or all exceptions.

### **Shortlisting**

The City may shortlist the respondents based upon responses to the above items. If necessary, the City will conduct interviews/demonstrations. The City will notify each respondent on the shortlist if such presentation is required. These presentations will provide an opportunity for the respondents to respond to questions posed by the City Council and to clarify their proposals through exhibition and discussion. The City will not reimburse presentation costs of any respondent.

### **Evaluation and Selection**

1. **Evaluation Process** - The City reserves the right to award the contract to that respondent that best meets the needs and interest of the City. The following steps are anticipated:

- Step 1. Receipt and review of minimum qualifications
- Step 2. City scoring of written proposals
- Step 3. Initial references and information checks
- Step 4. City Manager interviews
- Step 5. City Council interviews of finalists
- Step 6. City Council Confirmation Process

2. **Scoring and Evaluation of the Written Proposal** - Written proposals will be scored by the City as follows:

- 40 points Experience of proposed City Attorney, particularly municipal law experience
- 20 points Depth and stability of firm or practice
- 20 points Knowledge of special municipal issues
- 20 points Overall cost
- 20 points Accessibility and responsiveness of attorney and support staff
- 10 points Overall presentation

Those respondents that receive the highest scores and also achieve successful reference and information checks may be invited to interview.



## **SPECIFIC CONTRACT TERMS AND CONDITIONS**

### **1. Contract Terms**

The contract term is negotiable up to a maximum of three (3) years, effective upon the first of the month following the notice of award unless otherwise indicated in the award letter. It is anticipated this contract will commence on **July 1, 2022**.

### **2. Payment**

The Contractor may bill monthly for the work completed. Payment is Net 30.

### **3. Insurance Submission Requirements**

The successful respondent must submit proof to the City Clerk that they meet all City of New Buffalo insurance requirements prior to receiving an executed contract. Proof of insurance as stated below will be required no later than five (5) business days after request. A "Notice of Award" letter will serve as the request and will be faxed or e-mailed to the successful respondent. To expedite the process, a copy of your current coverage may be submitted with your bid.

### **4. Standard Insurance Requirements**

The successful respondent must have General Liability insurance of at least \$1,000,000 per occurrence; \$1,000,000 aggregate, and Worker's Compensation Liability of at least \$500,000 per accident.

### **5. Non-Compliance**

Failure to deliver in accordance with specifications will be cause for the City to cancel the contract or any part thereof.

### **6. Key Personnel and Subcontractors**

It is essential that the respondent provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The respondent agrees that, once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the City Council.
- b. If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the respondent shall immediately notify the City Council, and shall, subject to the concurrence of the City Council, replace such personnel with personnel of substantially equal ability and qualifications.
- c. The use of any subcontractor is subject to pre-approval by the City of New Buffalo.

### **7. Contract Negotiations**

The City of New Buffalo reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. City representatives and the selected finalist will review in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the proposer may offer and the City may accept revisions to the proposal.

# PROPOSAL FORM

**Failure to complete this form will result in your Proposal being deemed non-responsive and rejected without further evaluation.**

**TO: CITY OF NEW BUFFALO**

The undersigned hereby offers and agrees to furnish the services in compliance with all terms, scope of work, conditions, specifications and addenda in the RFP.

**ADDENDA:**

The undersigned has read and understands the RFP with all exhibits thereto, together with any written addenda issued in connection with any of the above. The undersigned hereby acknowledges receipt of the addenda:

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(Write "None" if none.)

In addition, the undersigned has fully and accurately completed all required forms.

**OBLIGATION:**

The undersigned, by submission of this proposal, hereby agrees to be obligated, if selected as the contractor, to provide the stated services to the City, for the term stated herein, and to enter into an agreement with the City, in accordance with the conditions, scope and terms, as well as the Specific Contract Terms and Conditions, together with any written addenda as specified above.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be following these requirements. By submitting this Proposal Form, the respondent represents that: 1) the respondent is following any applicable provisions of the City's Charter and Code of Ordinances; and 2) if awarded a contract to provide the Services required in the RFP, the respondent will comply with the City's Charter and Code of Ordinances.

**NONCOLLUSION:**

The undersigned, by submission of this proposal, hereby declares that this proposal is made without collusion with any other person or entity.

**SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has a complete response to each of the submittal requirements listed in the Proposal and Proposal Content section of this RFP.

**No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:**

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

For clarification of this offer, contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Billable Hourly Services - **General Counsel:**

\$\_\_\_\_\_ hourly

Billable Hourly Services - **Prosecution Services:**

\$\_\_\_\_\_ hourly

# BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form will result in your Proposal being deemed non-responsive and rejected without further evaluation.

NAME OF COMPANY \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

FORM OF OWNERSHIP (Check one):  Corporation  LLC  Joint Venture

State of Incorporation/Registration \_\_\_\_\_ Date of Incorporation/Registration \_\_\_\_\_

Partnership If Partnership, select one of the following:  Limited  General  Individual

## LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name

Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name

Other Than Respondent Directorship

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL INFORMATION REQUIRED:

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s) including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of New Buffalo, or with any of its Council members or officers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

\_\_\_\_\_

I hereby certify that the foregoing business information is true, correct and complete to the best of my/our knowledge and belief:

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date