



TOWN OF GRAY

Henry Pennell Municipal Complex
24 Main St, Gray Maine 04039
www.graymaine.org

OFFICE OF THE TOWN MANAGER

Nate Rudy, Town Manager
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REQUEST FOR PROPOSALS FOR MUNICIPAL LEGAL SERVICES

Issued: March 21, 2022 | Due: April 15, 2022

I. GENERAL INSTRUCTIONS

AUTHORITY: This Request for Proposal ("RFP") of offers for professional services is issued in accordance with the Town Charter and fiscal policy of the Town of Gray, Maine ("the Town").

SCOPE: The terms of this RFP apply in like force to this proposal submission process and to any subsequent contract resulting therefrom.

PAYMENT: Payments to be made by the Town will be made by authorized personnel only.

COLLUSIVE BIDDING: The firm's authorized signature on a submitted proposal is a guarantee by the firm that the prices quoted have been arrived at without collusion with other eligible firms or any other persons or entities in a manner that has the effect, or potential effect, of precluding the Town from obtaining the lowest possible competitive price. A proposal shall be signed by the person or persons legally authorized to bind a firm to a contract.

SPECIFICATIONS: Firms must submit a proposal in accordance with the terms and conditions and the scope of services set forth in this RFP.

INVESTIGATION: Firms submitting proposals shall make all investigations necessary to inform themselves regarding the services(s) requested and to be performed under this RFP and any resulting contract(s). By submitting a proposal, a firm represents that it has read and fully understands this RFP and any addenda.

CLARIFICATION OF RFP: Firms who request a clarification of the RFP requirements must submit questions in writing to Nate Rudy, Town Manager, in the manner and by the deadline specified in Section III.A. of this RFP, or present them orally at a scheduled pre-submission conference, if one has been scheduled. All written questions must be

received by the Town no later than the date or time stated herein. The Town or its authorized staff and committees will issue a response in the form of an addendum to the RFP if a substantive clarification is necessary. Oral instructions or information concerning this RFP provided by the Town or its employees and agents to prospective firms shall not bind the Town or its committees.

ADDENDA: Any change to this RFP shall be made by written addendum issued as specified in Section II.C. The Town is not responsible for any explanation, clarification, response, or approval made or given in any manner except by authorized addendum.

PROPOSAL SUBMISSION: All proposals submitted in response to this RFP shall be filed with the Town in person or via mail (USPS, FedEx, UPS, etc.) at: Nate Rudy, Town of Gray, Attn: Municipal Legal Services RFP, 24 Main Street, Gray, ME 04039. **Five hard copies of the proposal must be submitted.**

ALTERNATE TERMS AND CONDITIONS: The Town, at its sole discretion, may entertain alternative terms and conditions which deviate from the RFP requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the Town. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are not encouraged and, unless explicitly accepted by the Town, are deemed to be rejected.

COST OF PREPARING PROPOSAL: This RFP does not commit the Town to pay any costs incurred by a firm in preparing and submitting a proposal or in making and preparing necessary investigations, studies, or designs, or for procuring or contracting for services to be furnished under this RFP.

AWARD: All purchases or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. This RFP is not a commitment by the Town to enter a contract for the services requested herein with any particular entity or firm. The Town reserves the right, in its sole discretion, to withdraw this RFP at any time prior to entering into such a contract and/or to reissue the RFP at a later date, if in the Town's sole estimate it is in the best interest of the Town to do so. The Town and its authorized staff and committees reserve the right to reject any or all proposals, wholly or in part, or to award multiple contracts in whole or in part, at its sole discretion. The Town and its authorized staff and committees also reserve the right at its sole discretion to waive any deviations or errors that are not material, do not invalidate the legitimacy

of the proposal, and do not improve the firm's competitive position. All awards will be made in a manner deemed in the best interest of the Town.

LICENSES: The selected firm shall be responsible for obtaining and maintaining all necessary licenses, permits and authorizations to perform work in the United States, State of Maine and the Town, at no cost to the Town.

CANCELLATION: The Town or its authorized staff or committees reserve the right to modify, revise or cancel this RFP, without liability to any firms at its sole discretion. The receipt and review of proposals or the completion of interviews do not obligate the Town or its authorized staff or committees to award a contract.

LATE SUBMISSIONS: Proposals received after the scheduled closing time for filing may be rejected by the Town and its authorized staff and committees, without liability to a firm. Firms assume all responsibility for the timely submission of proposals in accordance with this RFP. The Town and its authorized staff and committees shall have no obligation to consider late-filed proposals.

CONFLICT OF INTEREST: A firm submitting a proposal thereby certifies that no elected or appointed official, agent or employee of the Town who has a pecuniary interest in this RFP has participated in the preparation of this RFP or contract negotiations; that the proposal is made in good faith without fraud; that the firm is competing solely on its own behalf without connection or obligation to any undisclosed person or firm and that the firm (including all subfirms) is able to perform all the services specified in this RFP without any conflict of interest. A breach of this provision shall be deemed an anticipatory default under the terms of any contract issued in accordance with the RFP.

PRICING: All rates and prices set forth in a proposal shall remain firm and irrevocable for at least ninety (90) calendar days following the deadline for the submission of proposals.

AUDIT REQUIREMENTS: A firm that is awarded a contract under this RFP shall maintain such records as are required by the Town to allow the Town to fulfill its reporting requirements to the State of Maine or other agencies. A successful firm shall allow the Town or other agencies authorized by the Town, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of the contract documents, for purposes of audit, for a minimum of six years.

VENUE: The venue for any legal action or proceeding involving this RFP and any resulting contract shall be in a court of competent jurisdiction in Cumberland County, Maine, without regard to conflicts of law principles.

II. SCOPE OF THE REQUEST FOR PROPOSAL

A. Introduction and Background

The Town of Gray is in northern Cumberland County in southern Maine. Located along the Maine Turnpike (I-95), Gray is home to 8,300 people and features lakes, open spaces, residential neighborhoods, and a Village Center that is a focus area for new development under Gray's 2020 Comprehensive Plan. The Town of Gray has a Council / Manager form of government, with the Town Manager operating as the administrative head of the Town. The Town currently has three active TIF districts.

The Town is seeking proposals from qualified firms with demonstrated experience and expertise to provide a broad scope of municipal legal services. More details are provided for in the scope of work.

B. Scope of Work

The Town Attorney shall be an attorney and counselor at law of the courts of the State of Maine.

The legal firm shall incorporate within their proposal: the resumes of the primary attorney(s), and of the backup attorneys, with whom the Town will be working; the firm's expertise in municipal law, municipal finance, labor negotiations, and land use; and, a listing of municipal clients and other references including contact information.

Scope: Any contracted legal firm selected by the Town, or its authorized staff and committees, pursuant to this RFP will be required to enter a three (3) year, renewable contract for the following services:

1. Advise the Town Council and Town Manager: Advise the Town Council, Town Manager and Department Heads upon all legal questions arising in the conduct of Town business.
2. Prepare and/or Review Ordinances: Prepare and/or review ordinances when so requested by the Town Council or Town Manager.

3. Give Opinions: Give verbal and/or written legal opinion upon any municipal legal matters or questions submitted by the Town Manager.
4. Attend Town Council Meetings: As requested by the Town Council and/or Town Manager attend, or have a knowledgeable associate attend, monthly Town Council meetings or Special Town Council meetings.
5. Prepare Legal Instruments: Prepare for execution all contracts and instruments to which the Town is a party when so requested by the Town Council and/or Town Manager.
6. Prosecute Offenders and Defend Officials: When authorized by the Town Council, prepares all charges and complaints against, and appears in the appropriate court in the prosecution of, every person charged with the violation of a Town Ordinance. Under the direction of the Town Council, defends the Town and Town officials in any action or claim against them in their official capacity, and makes recommendations regarding defense or settlement of such litigation. In those claims where the Town's insurance company has appointed legal counsel, the Town attorney shall provide only those services requested by the Town Manager.
7. Make Reports: Immediately report to the Town Manager and Town Council the filing of any litigation against the Town as well as the final outcome of any such claims and provide regular reports regarding ongoing litigation.
8. Real Estate: Prepare deeds, easements and contracts as pertaining to real estate and render title opinions on property being acquired by the Town.
9. Financial: The Town Attorney or a member of their firm will assist with matters related to issuing municipal bonds and establishing / maintaining TIF districts. If bond or TIF assistance is billed at a different rate than regular services or not included in a lump sum / not to exceed proposal, please specify in the response to the RFP. If the firm is not able to assist with these matters, please specify in the response to the RFP.
10. Keep Records: Keep a complete record of all suits in which the Town had or has interest, giving the names of the parties, the Court where brought, the nature of the action, the disposition of the case, or its condition, if pending, and the briefs of counsel. Keep a complete record of all written opinions furnished by the legal firm

for the Town and of all certificates or abstracts of titles furnished by the legal firm to the Town, or any department or official thereof.

11. Deliver Records to Successor: Deliver all records, documents, and property of every description in the legal firm's possession, belonging to the Town, to the legal firm's successor in office, who shall give the legal firm duplicate receipts therefore, one of which the legal firm shall file with the Town Manager.
12. Informal Duties: It is understood that added to the list of formal responsibilities are the informal activities expected of the Town attorney, including counseling department heads and elected officials, instructing officers and employees in the elements of public law, and examining intergovernmental activities.

Please indicate in your proposal if you agree to meet these specifications. Explain any exceptions.

Qualifications: The Town Attorney and any other attorney representing the Town on any matter shall be in good standing and licensed to practice law before all courts and administrative agencies of the State of Maine and before the U.S. District Court of the District of Maine.

Insurance: The selected firm shall be required to carry Professional Liability Insurance and General Liability Insurance. Proposals must specify the carrier and coverage limits of no less than \$1,000,000 per occurrence. A certificate of insurance shall be provided to the Town, providing that coverage shall not be cancelled without thirty days' notice.

Unavailability: The attorney or firm must also provide advance notification to the Town Manager of times when counsel will be unavailable (e.g. - vacations, professional conferences, etc.), and the name(s) of legal counsel who will handle Town legal affairs in his/her absence.

Specialized Counsel: The Town shall not be restricted from appointing specialized counsel, when in the judgement of the Town Council by majority vote, the need arises.

Term: The term of this Contract shall be for three (3) years commencing July 1, 2022 and terminating on June 30, 2024, unless renewed by mutual agreement. Nothing in the executed contract for services shall prevent, limit, or otherwise interfere with the right of the contracted legal firm or the Town to terminate the contract subject to 30 days written notice.

Compensation: The Town anticipates payment on an hourly basis. However, alternate proposals will be entertained including a lump sum retainer, a lump sum / not to exceed, payment on an hourly basis with an upper limit, or any combination thereof.

Requests for payments must be submitted to the Town Manager monthly and shall, if on an hourly basis, itemize the bill by staff member, hourly rate, number of hours, subject matter and the nature of the service.

The proposal should specifically address how the Town will be billed for consultations between two attorneys who are both members of the legal firm. (i.e.- Will the Town be billed twice for the same time?)

The proposal should specify hourly rates for specialized counsel and paralegals.

The Town typically pays bills within thirty days of receipt of invoice.

Billable Expenses: It is understood that the selected legal firm will supply at no cost secretarial services, telephone, stationary, postage, supplies, library, and equipment required to provide a satisfactory level of performance. The Town shall agree to reimburse court costs and other similar out-of-pocket expenses.

Travel: Please specify how mileage and travel time will be charged.

Assignment: The selected attorney or firm will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, firm, company or corporation without the previous consent and approval in writing of the Town Manager.

Hold Harmless Clause: The contracted legal firm shall indemnify the Town of Gray from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person in consequence of any negligence in performing contract work, or on account of any act of commission by the attorney or the firm or its employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation, or decree, violated by such attorney or firm.

C. Timeline for Selection & Project Completion

- March 31, 2022: Questions/clarifications regarding RFP due

- April 8: Addenda issued, if needed, by 1:00 PM EST (via Town website only)
- April 15: Proposals due by 12:00 PM EST
- May 3: Proposals reviewed; Winning vendor selected by Town Council at their meeting
- May 4: Winning vendor notified, contract negotiated
- July 1, 2017: Date at which contract term will begin, pending approval of the Town's Fy23 budget in June.

III. PROPOSAL PREPARATION AND SUBMISSION

A. RFP Clarification

Questions and requests for clarification regarding this RFP must be directed via email to the person listed below. Addenda will be issued, as needed, solely through the Town website at www.graymaine.org.

Refer written questions to:
Nate Rudy, Town Manager
nrudy@graymaine.org

B. Pre-Submission Conference

Omitted.

C. Proposal Format

Proposals (5 copies) must be submitted to the Town at the address above and by the time and date specified in section 2.C. It is the proposer's responsibility to ensure that proposals are received prior to the specified closing date and time. Proposals received after the specified closing date and/or time may not be considered. The Town shall not be responsible for the proper identification and handling of any proposals submitted.

By submitting a proposal, a proposer is accepting the General Instructions of the RFP (reference page 1 of the RFP).

D. Required Proposal Content

Your proposal must include the following information at a minimum:

- A brief description of your firm and its municipal experience and a description of the primary personnel to be assigned to the engagement, including their resumes.

- If suggesting a “lump sum / not to exceed” contract, your proposal must indicate the maximum fee your firm will charge annually for the requested services.
- Your agreement with the above listed specifications.

The proposal must include the following information supporting the respondent’s expertise in providing the required services:

1. Firm representatives and contact information, including the name(s) of the person(s) authorized to represent the company in any negotiations; name(s) of the person(s) authorized to sign any contract that may result; contact person’s name, mailing or street address; telephone and facsimile numbers; and e-mail address(es).
2. The name(s) and resume(s) of the firm’s representative(s), both primary and backup, who will be responsible for providing any aspect of the requested services.
3. Firm history and experience in providing the requested services, as described in the scope of work, including three (3) references to include contact names and information.
4. Proof of insurance at levels required by this RFP.
5. The proposal must be signed by the person submitting the proposal or a duly authorized representative of the firm submitting the proposal. The signature shall include the title of the individual signing the proposal.

IV. EVALUATION AND ASSESSMENT OF PROPOSAL

The Town will evaluate and rank the written proposals. The following qualifications and standards are examples of anticipated considerations:

Scope of Proposal: Does the proposal show an understanding of the project objective?

Assigned Personnel: Do the people who will work on the project have the necessary skills? Are sufficient skilled people assigned to the project?

Availability: Are the primary contact and other qualified personnel available, as required, to assist in a timely manner?

Capability and Experience: Does the respondent have the support capabilities, including personnel and technology, to complete the project? Has the respondent successfully completed previous projects of this type and scope?

The Town may in its sole discretion, also consider additional factors or modify the criteria set forth above.

V. PROPOSAL ACCEPTANCE

All proposals shall remain firm, irrevocable, and subject to acceptance for at least 90 calendar days after the submission deadline. Any legal firm whose proposal is selected will be expected to sign a contract with the Town.

The Town reserves the right to reject any or all of the proposals and to waive any deviations or irregularities at its sole discretion. Any proposals received after the submission deadline may be rejected.