

CITY OF SCAPPOOSE
REQUEST FOR PROPOSAL
CITY ATTORNEY SERVICES
2017-09
March 8, 2018



Proposal Due Date: April 4, 2018

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SECTION 1 – INTRODUCTION

The City of Scappoose will receive sealed proposals from firms qualified to perform city attorney services until 3:00pm on April 4, 2018, at the City of Scappoose by the City Recorder located at 33568 E Columbia Ave, Scappoose, Oregon 97056. Firms are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required as detailed in the Request for Proposal (RFP) packet.

While the City is requesting proposals for city attorney services, this action should not be seen as a negative reflection on the services currently being provided.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120(b). Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

SECTION 2 - PROPOSER'S SPECIAL INSTRUCTIONS

2.1 Proposed Timeline

Action	Location	Date	Time
Solicitation Advertisement	Business Tribune, Spotlight, City Website, OCAA Listserve	March 7 th	N/A
Proposals Due	Scappoose City Hall	April 4 th	3:00 PM
Interviews	Scappoose City Hall	April 6 th – 11 th	TBD
Council Approval	City Council	April 16 th	7:00 PM
Notice of Intent to Award Contract	City of Scappoose	April 17 th	9:00 AM
Challenge Period Expires and Award of Contract	City Manager	April 24 th	9:00 AM
Commencement of Services	NA	April 25 th	8:00 AM

*These dates are approximate and subject to change at the sole discretion of the City

2.2 General

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

2.3 Proposal Submittal

The Proposal and all amendments must be signed and submitted no later than April 4th by 3:00 pm, to the address below. Proposals must be submitted with seven (7) hardcopies total, one (1) original and one (1)

electronic copy on a portable USB drive (thumb drive) in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

City Attorney Services

Due: April 4, 2018

City of Scappoose

Attn: City Recorder

33568 E Columbia Ave

Scappoose, OR 97056

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered or accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

2.4 Protest Scope of Work or Work Terms

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to City Hall. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. City Recorder shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers. All addenda will be posted to the City's website.

To be considered, protests must be received at least five (5) days before the proposals are due. The City shall not consider any protest against award due to the content of the scope of work in the RFP or contract terms submitted after the established protest deadline. All protests should be directed to City Recorder, Susan Reeves, and be marked as follows:

RFP 2017-09 Specification/Term Protest

City of Scappoose

Attn: City Recorder

33568 E Columbia Ave.

Scappoose, OR 97056

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

2.5 Proposal Submission and Signing

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

2.6 Cost of Preparing a Proposal

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

2.7 Interpretations and Addenda

All questions regarding this project proposal shall be directed to the Assistant to the City Manager. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an

“Addendum” made available to all prospective Proposers on the City’s website within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addendum” with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.8 City’s Project Manager

The City’s Project Manager for this work will be Michael Sykes, who can be reached by phone at 503-543-7146 x226 or email at msykes@cityofscappoose.org.

2.9 Proposal Validity Period

Each proposal shall be irrevocable for a period of ninety (90) days from the Proposal Opening Date.

2.10 Form of Contract

A copy of the City's standard attorney services contract, which the City expects the successful firm or individual to execute is included as “Attachment C”. The contract will incorporate the terms and conditions from this RFP document and the successful proposer’s response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.4 “Protest of Scope of Work or Terms” or their exceptions will be deemed waived.

2.11 Term of Contract

The term of the contract shall be a period of one (1) year with the option to renew for four (4) additional one (1) year terms. The total term of the contract cannot exceed five (5) years without the consent of City Council.

2.12 Termination

The contract may be terminated by mutual consent of both parties or by the City at its discretion with 90 days written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

2.13 Intergovernmental Cooperative Purchasing

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Scappoose usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

2.14 Non-Collusion

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

2.15 Public Record

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered a trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public. The City accepts no

liability for the inadvertent or unavoidable release of any confidential information submitted, and any claims arising out of any public record request for such information shall be at the proposer's expense.

SECTION 3

3.1 Background

The City of Scappoose, population 6,785, is located approximately 23 miles northwest of Portland, in the southernmost portion of Columbia County, Oregon. The City is governed by a City Council with the City Manager responsible for the daily administration of all City functions. As a community, Scappoose is experiencing both economic and residential growth and is striving to plan for that growth responsibly while maintaining the charm and feeling of a small town.

The City is currently seeking to retain the services of a firm to provide City Attorney services. The firm that is awarded a contract under this RFP will report to City Council and work closely with the City Manager, City Staff, and City Council, on various City issues including, but not limited to: providing legal aspects of general administration of City business, including preparing and providing legal opinions, assist with establishment of correct procedures, drafting and reviewing ordinances, resolutions, contracts, orders, agreements, and other legal documents; and any other aspects of legal needs as detailed in this RFP packet.

SECTION 4 - SCOPE AND SCHEDULE OF WORK

4.1 Introduction

Legal Counsel will be responsible for City legal representation as authorized by City Council. Authorization to perform specific tasks will come from the Mayor, City Council, City Manager, or other persons directly authorized by the Mayor, City Council, or the City Manager. Awarded Counsel shall appoint an attorney to act as lead attorney. The lead attorney will be required to attend City Council meetings when requested. In the event that the lead attorney is not available for a meeting, Awarded Counsel shall further designate a backup lead attorney to attend the meetings. Legal Counsel will advise the City Manager with appropriate notice if neither the lead attorney nor the backup lead attorney is available for a City Council meeting.

- A.** As **routine services**, City Attorney will upon request:
1. Advise City officials on matters relating to City business.
 2. Prepare or review staff-developed ordinances, resolutions, contracts, agreements, leases, deeds and related documents.
 3. Review current state and federal legislation and/or litigation as such may relate to the City and advise City officials thereon.
 4. Provide legal opinions on matters relating to City activities.
 5. Participate in the development of staff recommendations for action by the City Council.
 6. Advise and participate in code enforcement activities.
 7. Make recommendations for updating existing City codes, resolutions and other policies and practices.
 8. Represent City in intergovernmental relations as appropriate.
 9. Maintain appropriate records and files.
 10. Administer and coordinate annexations.
 11. Assist in elections.
 12. Perform related duties as necessary.
- B.** As **non-routine services**, City Attorney will represent City in:
1. Litigation and threatened litigation.
 2. Proceedings before the state and federal courts, and administrative tribunals.
 3. Proceedings before state and federal administrative agencies.
- C.** Services performed by Attorney for City do not include:
1. Work involving bond issues.

2. Areas of special expertise requiring outside counsel as the parties may mutually agree.

SECTION 5 - PROPOSAL CONTENT AND FORMAT

5.1 Format

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below:

1. Title Page

Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the services to be performed;
- b. A positive commitment to perform the services stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar services performed.

5. Assigned Firm Member Qualifications

Proposers must identify the anticipated members of their firm that will be assigned to meet the City's needs. Proposers should identify individuals and subconsultants who will provide the services, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.

6. Service Understanding and Firm Availability

Proposers should provide the City with information regarding their understanding of the City's needs with regards to the Scope and Schedule of Work. Proposers should demonstrate a general understanding of the needs of a municipality in the State of Oregon from an attorney firm. As part of their service understanding documentation, Proposer's should address their Firm's availability to meet the City's needs.

7. Fee Structure

The proposed fee structure may provide for hourly billing, a monthly retainer, or a combination. The City prefers a combination of hourly billing and a monthly retainer. It should also outline the rates for each member of the team and fees for out-of-pocket costs for non-legal services.

8. References

Please list three (3) references, preferably local governmental agencies, with, at the minimum, the follow information:

- a. Client Name
- b. Client Address
- c. Contact Individual Name and Title
- d. Contact Phone
- e. General Description of Services Provided to the Client

Include an additional entity that terminated the contract for services within the last three years and explain why the contract was terminated.

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar services, compliance with contractual obligations, its completion or delivery of products and projects on schedule and its lawful payment of employees and workers.

9. Presentation/Interview

The City reserves the right to conduct interviews with finalists or select a firm without conducting interviews. **Note: It is possible that not all firms submitting a response will be selected for the interview phase.** If interviews are conducted, this will provide an opportunity to clarify or elaborate on the firm's proposal and respond to specific questions about the delivery of the specific specialty legal services. It will not in any way provide an opportunity to change any rates or fee amounts originally proposed. The City will schedule the time and location of the interviews and notify the selected firms.

5.2 Additional Information

Please provide any other information you feel would help the Selection Committee evaluate your firm for the specialized legal service responded to.

5.3 Disputes

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

5.4 City Personnel

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

SECTION 6 - PROPOSAL EVALUATION PROCEDURES

6.1 Selection and Evaluation Process

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer for each specialized area which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

- | | |
|---|-------------------------|
| 1. <u>Completed Proposal submitted on time</u> | <u>Pass/Fail</u> |
| 2. <u>An original plus six (6) copies of the complete proposal</u> | <u>Pass/Fail</u> |
| 3. <u>Transmittal letter</u> | <u>Pass/Fail</u> |
| 4. <u>Firm qualifications</u> | <u>60 points</u> |

5. <u>Assigned firm member qualifications</u>	<u>40 points</u>
6. <u>Service understanding and availability</u>	<u>50 points</u>
7. <u>Fee structure</u>	<u>20 points</u>
8. <u>References</u>	<u>30 points</u>
<u>TOTAL EVALUATION POINTS 200 POINTS</u>	

9. IF INTERVIEWS ARE CONDUCTED, THEY WILL BE SCORED SEPARATELY FOR A POTENTIAL OF 100 ADDITIONAL POINTS.

6.2 Clarification of Proposals

The City reserves the right to obtain clarification of any point in regards to a 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 could result in rejection of their proposal.

6.3 Reservation in Evaluation

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

6.4 Intent of Award

Upon review of the proposals submitted, the City may negotiate a legal services agreement with one firm, or may select one or more firms for further consideration.

6.5 Protest of Award

In accordance with OAR 137-047-0740 and ORS 279B.410, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

6.6 Proposal Rejection

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals are for the same amount for the same work, the City shall follow the provision listed in OAR 137-046-0300;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

SECTION 7 - PROPOSAL CERTIFICATIONS

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

☐ **Resident Vendor:** Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

☐ **Non-resident Vendor:** Vendor does not qualify under requirement stated above.
(Please specify your state of residence:_____)

Officer's signature:_____

Type or print officer's name:_____

SECTION 8 - SIGNATURE PAGE

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the scope of services and any specifications.
- B) Failure to comply with any of the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

☐ Corporation

☐ Partnership

☐ Individual

Federal Tax Identification Number (TIN): _____