

**SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
JANUARY 2018**

REQUEST FOR PROPOSAL:

All sealed proposals will be opened privately by the City Purchasing Agent and the City Council Executive Director. Proposals will be evaluated to determine that the functional requirements of the City are met. An award will be made after the appropriate approvals have been received.

THIS IS NOT AN ORDER

PROJECT: "LEGAL SERVICES FOR THE SANDY CITY COUNCIL"

REQUIREMENTS:

Proposals must be returned no later than **10:30 a.m. Friday, January 26, 2018** to the Purchasing Department at the City Hall, 10000 Centennial Parkway, Room 330, Sandy Utah. Proposals should reflect the best and most competitive offers. However, Sandy City reserves the right to negotiate best offers prior to final award.

Proposals received after the deadline shall not be considered and will be returned unopened, to the offerer.

Proposals should be submitted in a sealed envelope which is clearly marked "LEGAL SERVICES FOR THE SANDY CITY COUNCIL", along with the name and address of the submitter.

Insurance will be required in accordance with "Exhibit A" attached.

See attached specifications.

Submit **TWO (2)** copies of your proposal and any other related material.

For further bid information contact Erica Langenfass, Purchasing Department (801) 352-4477. Any questions in regards to the services requested contact, Mike Applegarth, City Council Executive Director, (801) 568-7107.

The right is reserved to reject all proposals, to waive any informality or technicality or to accept proposals deemed in the best interest of Sandy City Corporation. **ALL PROPOSALS THAT MEET, EXCEED OR ARE COMPARABLE TO MINIMUM SPECIFICATIONS WILL BE ACCEPTED.**

**SANDY CITY CORPORATION
ERICA LANGENFASS
PURCHASING AGENT**

SANDY CITY
CITY COUNCIL LEGAL SERVICES

I. INTENT OF SPECIFICATIONS

It is the intent of these specifications to be descriptive and non-restrictive. These specifications set forth the minimum acceptable requirements for legal services for the Sandy City Council.

II. SUBMISSION OF PROPOSALS

Proposals shall be submitted in sealed envelopes with the project title, and vendors name and address marked clearly on the face of the envelope. In order to be considered for award, the respondent must complete all questions and submit their response, signed by an officer of the company, on or before the specified date and time for the proposal submittal.

III. PROPOSAL SHEET

All prices and notations shall be typewritten. No erasures will be permitted.

IV. SIGNATURE ON PROPOSAL SHEET

Your proposal must be signed by an authorized representative of the company named thereon. The signature on this proposal shall be interpreted to signify the vendor's intent to comply with all the terms, conditions and specifications set forth in this solicitation, unless specific exceptions are noted on the face of the proposal.

V. PROPOSAL EVALUATION CRITERIA

The City shall be the sole judge as to which proposal constitutes the "lowest and/or most responsible offer". Price is only one consideration. Qualifications, experience, and references will be considered in the awarding of the contract.

VI. INSURANCE REQUIREMENTS

Insurance will be required in accordance with Exhibit "A" attached to this request for proposal. Bidders should examine these insurance requirements and be prepared to present proof of insurance certificates upon acceptance of proposals. Failure to meet the insurance requirements may result in cancellation of the proposal acceptance.

**SANDY CITY
SPECIFICATIONS FOR COUNCIL LEGAL SERVICES**

Sandy City is soliciting competitive sealed proposals from qualified and licensed attorney's for legal services to be performed for the Sandy City Council for the twelve (12) month period commencing upon the date of execution of the council legal services agreement. Contingent upon funding and attorney performance, this service could be renewed for an additional 12 month term. Responses must contain, in writing, all the terms and conditions of the proposal being made. Respondent agrees to provide all necessary manpower, equipment, materials, and documentation to perform the required services specified in this request:

- A) Provide an estimated 12-20 hours/month providing council legal services.
- B) Attend City Council meetings and other meetings as requested by the City Council Executive Director (ED). Be prepared to advise the Council on matters on the meeting agenda as well as procedural or substantive issues that arise during the meeting.
- C) Provide legal advice, consultation, and legal research to the City Council and council executive staff on municipal matters as requested by the ED. Same-day response is typically expected.
- D) Represent the City Council in legal matters where it is determined that the City Attorney has a conflict of interest.
- E) Research and interpret laws, court decisions, and other legal authorities in order to prepare legal opinions and to advise the City Council on legal matters pertaining to City operations.
- F) Research and submit legal opinions on municipal or other legal matters as requested by the ED.
- G) Provide legal briefings as requested by the ED to City Council and Executive Staff regarding new or proposed legislation affecting municipal operations and activities.
- H) Interpret and advise the City Council regarding State land use statutes and City Code.
- I) Prepare, review, and revise staff documents, including but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, correspondence, and staff reports.
- J) Coordinate with the Sandy City Attorney on legal matters as necessary.
- K) Perform other legal duties as may be required by the ED as may be necessary to complete the performance and functions outlined above.

BASIC QUALIFICATIONS OF ATTORNEYS

In order to be considered for award, the respondent must possess a Juris Doctorate Degree, membership in the Utah State Bar, and admission to practice before all state courts and U.S. District Court.

ADDITIONAL INFORMATION, REQUIREMENTS, AND QUALIFICATIONS

- A) Your proposal must include a description of qualifications and background for you and for all employees that will work for you providing services to Sandy City. (This information will be kept confidential.) This description must include:
 - 1. Name, address, phone number and date of birth of all employee(s) who will work under the contract.
 - 2. Identification of the attorney who will serve as the lead attorney.
 - 3. Previous background and experience of each employee as a practicing attorney including prior municipal experience including experience advising the City Council in the Council-Mayor form of government.
 - 4. Description of previous experience in offering the required services specified in this request.
 - 5. List of all local governments currently served by the firm.
 - 6. Contact information of three client references.
 - 7. Verifiable evidence of membership in the Utah State Bar for each employee that will provide services to Sandy City.
- B) Areas of Performance and Effectiveness: The Sandy City Council recognizes that a successful provider of legal services will demonstrate these qualities:

1. Competent representation – doing things right (legal knowledge, research and analytical capabilities).
 2. Ethical leadership – doing the right things (principle-centered).
 3. Adhering to legal policies and procedures (promoting the public interest).
 4. Professional conduct (emotional and mental fortitude).
 5. Collaborative mindset (non-adversarial).
- C) Proposal must include the physical address of current office location(s), and other pertinent contact information.
- D) Description of the firm’s view of their responsibilities to the City Council in the provision of legal services
- E) Copy of malpractice/liability insurance certificate as described in the attached "Exhibit A".
- F) Conflict of Interest: Indicate whether the designated lead attorney or the firm currently represent, or have represented in the past ten years:
1. Any client whose representation may conflict with the ability of the firm to to provide legal services the City Council.
 2. Any real estate developers, including the names of said companies.
 3. Any other government agencies that have jurisdiction within or contiguous to Sandy City.
 4. Any person(s) currently employed with and/or serving as an elected official of Sandy City.
 5. Identification of the procedures used by your firm to identify and resolve conflicts of interest.
- G) Fees:
1. Firms desiring to be considered for City Council legal services shall indicate the hourly rate for the lead attorney and any other attorneys and support staff that may be working on council business.
 2. Firms shall indicate all other costs and reimbursables including meeting attendance, travel (per mile), telephone, printing costs, etc.
 3. Firms shall indicate the minimum increment of time billed for each service including phone calls, correspondence, and in person conferences.
- H) The selected firm will execute an agreement (which will drafted by the City) for council legal services and said agreement can be terminated upon thirty (30) days written notice by either party.
- I) Provide organizational information as detailed below:
1. Identify the attorney(s) with whom the city is contracting if an award is made.
 2. Provide a copy of the most current business entity information identifying the names, business addresses and contact information regarding officers and directors of your business entity. If some of the information differs from that which is on file with the Utah Department of Commerce, please explain the differences.
 3. Please provide an organizational chart which identifies the lines of responsibility between the contracting attorney and all employees and any other personnel that would be assigned to provide services to the Sandy City Council under a council legal services agreement.

“EXHIBIT A”

**INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR:
CITY COUNCIL LEGAL SERVICES (2018)**

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party’s proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. **PROFESSIONAL LIABILITY AND ERRORS AND OMISSIONS COVERAGE:** \$2,000,000 per occurrence for premises/operations, products, public display, bodily injury, personal injury and property damages. Limits apply to this service product individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention, exceeding 5% limit of policy, must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

A. Sandy City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

I. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to Sandy City, except for nonpayment of premium, in which case the insurer will provide 10 days notice.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. INDEMNIFICATION / LIABILITY

Contracting party shall indemnify and hold harmless the Customer, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fee, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing services to the City but only to the extent caused by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.