



REQUEST FOR PROPOSAL

Sealed Proposals will be received for:

RFP 2017-01-70

Legal Services

For

Copperas Cove Economic Development Corporation

Sealed proposals will be received until

10:00 am on November 17, 2016

Deadline for questions November 10, 2016 @ 10:00 am

Return RFP To:

City of Copperas Cove
Velia Key
Director of Financial Services
914 S. Main St., Suite H or
P.O. Drawer 1449
Copperas Cove, Texas 76522

Copperas Cove Economic Development Corporation

LEGAL SERVICES/ATTORNEY SERVICES

SPECIFICATIONS

I. INTENT

Copperas Cove Economic Development Corporation (CCEDC) seeks qualified attorneys and/or law firms to serve as contracted CCEDC Counsel and provide other legal services encompassing the traditional scope of work including legal counsel, opinions, consultation and coordination with special counsel.

Preference will be giving to those submittals demonstrating extensive experience in municipal law. The successful applicant(s) shall possess sufficient resources to ensure that the demands for the CCEDC's legal needs will be met on a timely basis.

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make any contact or inquiries with staff or members of the CCEDC regarding these proposals. All inquiries regarding this RFP should be in writing to Velia Key, Director of Financial Services at vkey@copperascovetx.gov prior to November 10, 2016. Failure to comply with this request may result in disqualification of the proposal.

CCEDC Counsel will provide general legal counsel to the CCEDC board members and the City Manager; provide written opinions, draft ordinances and ordinance amendments, performance agreements and provide legal assistance to the CCEDC and City Manager in the conduct of CCEDC business. Attendance at CCEDC meetings is required, including City of Copperas Cove meetings, as specified.

CCEDC seeks a fixed fee arrangement, payable in equal monthly installments, for identified legal services.

For information or history about CCEDC, visit www.copperascovetx.gov/edc/

II. TERMS OF AGREEMENT

This contract is for a one year period upon contract award with an option to renew for two consecutive years. Renewal of the appointment/contract will require reauthorization by the CCEDC. 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.

III. REQUEST FOR PROPOSAL SUBMITTAL

Any individuals or firm wishing to respond to this request for proposal should submit a proposal to the CCEDC with signature by an individual with the authority to submit said proposal. It should also include contact information where follow-up information can be directed.

Proposals can be mailed to:

Velia Key
Director of Financial Services
914 S. Main St, Suite H
Copperas Cove, Texas 76522

IV. SCOPE OF WORK

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

1. Provides legal advice, counsel services, and consultation to the CCEDC board of directors and Economic Development Director on a wide variety of civil assignments, including but not limited to: general municipal law, labor law, general state and federal laws relating to Chapter 4A/4B Corporations, Municipal Development District, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, economic development activities including performance agreements, 380/381 agreements, development, redevelopment, property/real estate law, contract law, corporation leases, purchasing and procurement, trial activity, and tort law. General Counsel's advice includes methods to avoid civil litigation;
2. Prepares written legal opinions at the request of the CCEDC board or the Economic Development Director. Availability to answer staff questions by telephone;
3. Appears before courts and administrative agencies to represent the CCEDC's interest;

4. Works cooperatively with any special legal counsel retained by the CCEDC 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. Assist the board of directors and employees to understand the legal roles and duties of their respective offices and interrelationships with others;
7. Assists CCEDC board members and employees to maintain awareness of ethical standards and appearances 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 re-drafts various CCEDC policies for legal correctness and acceptability. This would include, by way of example, Personnel Manual, Family Medical Leave, IT Policy, etc.;
11. Attendance at 12 meetings during a calendar year of the CCEDC board. Attend other meetings when requested. Meetings attended in excess of 12 in any calendar year, shall be billed and paid at a previously agreed hourly contract rate. Conference calls shall not be considered as one of the 12 meetings;
12. Performs other legal services and tasks, as requested.

General Counsel will also be expected to provide legal services to address all aspects of grievance arbitration, Fact Finding, Act 312 arbitration, litigation, bond work and specialized tax work, as needed. Such services will be paid per an agreed upon fee schedule.

V. GENERAL SPECIFICATIONS

The following provisions will also apply

1. Timeliness of response and accessibility to General Counsel is an important aspect of this service. For individual or firm, accessibility and responsiveness for the Lead Attorney of the selected individual or firm is of the greatest importance.

Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone, cell phone, or e-mail.

2. Individuals or corporate attorneys must be available by phone, cell phone, fax and email.
3. Service response is also of high importance. When CCEDC request legal services, General Counsel should provide some estimated time of completion and keep the requesting party apprised of any delays or special considerations.
4. Describe malpractice insurance coverage: carrier, limits, and exemptions.
5. The service provider shall provide detailed itemized statements on a monthly basis.
6. Must be licensed to practice in the State of Texas.

VI. PROPOSAL SUBMISSION

Proposals received after the deadline will not be accepted. It is neither CCEDC's responsibility nor practice to acknowledge receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The CCEDC will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

Interested individuals/firms shall submit a fixed fee price for identified legal services. The fixed fee price shall include all labor, material, and equipment necessary for the performance of this contract. Interested individuals/firms shall also submit a fee schedule for specialized legal services such as grievance arbitration, Fact Finding, Act 312 arbitration, litigation, bond work and specialized tax work.

CCEDC expects all submitting individuals/firms to consent to the Scope of Work and General Specifications. Exceptions desired must be clearly noted in the proposal submittal.

CCEDC reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interest of CCEDC.

All interested individuals/firms must provide three (3) copies of a written proposal, responding to each inquiry in the order below. Please attach one set of business cards with the original proposal.

Each proposal shall be considered binding, and in effect, for a period of ninety (90) days following the proposal opening.

All proposals shall contain the following information:

1. **Individual/Firm Experience**

- Provide a brief background history of the individual/firm, and number of attorneys employed. If relevant, an organizational chart or description of office organization would be helpful.
- Provide a statement of the general counsel/law firm's philosophy.
- Provide an overall experience summary of the individual's or law firms' knowledgeable in issues related to local, state, and federal government operations.
- Identify the specific experience of the individual or law firm in all phases of labor relation/negotiation process, including mediation, fact-finding and Act 312 arbitration.
- Identify the specific experience of the individual/firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meeting, FOIA, municipal finance, personnel and any additional legal areas that will identify the focus of the individual or firm.
- Describe your experiences with the Development Corporation Act of 1979, Texas Revised Civil Statutes Article 5190.6 and Texas Non-Profit Corporation Act, Texas Revised Civil Statutes Article 1396-1.01, which governs 4A or 4B sales tax non-profit corporations
- Provide the address, phone number(s), e-mail address, and FAX numbers(s) for the applicant.

2. **Proposed Fee Structure**

- All fees should be clearly stated in the proposal. Please provide billing information for a period of one year. Fees for any extensions will be negotiated.
- Propose a set, fixed fee that is inclusive of all service costs for the identified Scope of Work and General Specifications. Also state separately the rate for any other cost items to be itemized and billed. The CCEDC will pay the annual fixed fee in equal monthly installments.

- Special litigation services, including but not limited to, grievance arbitration, Fact Finding, Act 312 arbitration, litigation, and bond work will be handled on an as required basis. Please quote the dollar amount of hourly fees and cost you charge for providing such legal services. If a firm, list fee per hour for principal attorneys, other firm attorneys, and support personnel. If individual, provide charges for such legal services. Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference, etc.
- Provide a schedule of reimbursable cost, such as court filing fees, deposition cost, mileage, travel time, additional meetings beyond the 12 meeting per year identified in the Scope of Work, etc.
- The CCEDC will select the finalist by considering the proposed compensation as a “best and final offer,” although the CCEDC reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the CCEDC, including cost.

3. **References**

- Provide a reference list of three (3) recent (within five years) of government clients. If government clients are not available, other major clients may be submitted. Particular attention will be given to government client references. Please provide contact information including, address, phone number and e-mail address
- The Copperas Cove Finance Department may contact any other known governmental clients, whether offered as references or otherwise, to obtain information that will assist the CCEDC in evaluating this Proposal.
- The CCEDC retains the right to use reference information to make selection decisions. Submittal of a proposal is agreement that the CCEDC may contact and utilize such information.

4. **Conflict of Interest**

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

5. Submission

Submissions should be contained in a sealed package or envelope. The exterior of the package or envelope should clearly be labeled CCEDC LEGAL SERVICES PROPOSAL.

The entire proposal and other components requested in this document should be received by **10:00 a.m. Thursday October 17 at the City of Copperas Cove's Finance Department, 914 S. Main Street, Suite H. Copperas Cove, Texas , 76522.** Proposals received after this deadline will be considered late and not opened or considered.

VII. TERMINATION

Either party shall have the right to terminate this contract with a sixty (60) calendar days' prior written notice to the other party.

VIII. REVIEW AND EVALUATION PROCESS

It is our intention to select the individual/firm that presents the best combination of experience, capacity and hourly rate(s) to the needs of our Corporation. We will review the documents submitted, call references and other who have worked with you.

	CRITERIA	MAXIMUM POINTS	SCORE
1.	General Information: Licensed to practice law in the State of Texas. Adhere to the RFP Specifications.	10	
2.	Relevant Experience a. A minimum of three professional and three character references. b. List and describe any litigation; arbitration; substantiated claims or bar complaints filed against the applicant in the last five years. c. Applicant's capacity and intent to proceed without delay if selected for this position. d. Firm's specific experience in the areas required in this RFP.	50	
3.	Proposed Fee: Proposed cost of the engagement. Although a significant factor, fees charged may not be a dominant factor.	30	
4.	Capacity: Staff capability and availability of professional staff to the serve the CCEDC in a competent and timely manner.	10	