



City of Auburn, Maine

Facilities & Energy

Derek Boulanger, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

March 22, 2024

Dear Bidder:

The City of Auburn is seeking proposals from qualified applicants to serve as **Legal Counsel**, hereinafter called City Attorney, on a contractual basis under appointment by the City Council. The firm selected would serve as chief legal advisor to the City for a contract term of three (3) years, beginning upon the signing of a contract agreement, on May 1, 2024 and concluding June 30, 2027 with provisions for extension on a year-to-year basis.

The City Attorney will provide legal advice to City officials, City employees, boards and commissions, and will represent them in court as may be required. The attorney will also prepare and review contracts, deeds, leases, ordinances, workers' compensation claims, etc., and reserve and provide opinions for the City on a variety of subjects excluding bond counsel and School Department Board and Personnel. The attorney may be required to attend City Council meetings and may be asked to attend other meetings and hearings and will be expected to provide legal assistance in a prompt and efficient manner.

The successful candidate will be licensed to practice law in the State of Maine and will demonstrate substantial training and experience in all areas of municipal law including but not limited to land use, finance, civil and criminal litigation, real estate, risk management and environment.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents.

The City reserves the right to negotiate with the selected firm(s) as to the terms of a contract including, but not limited to, the scope of services, and to bring contract total within funding.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark **sealed** envelopes plainly: "**BID #2024-034 Legal Services**".

Please submit your proposal to the City of Auburn by **2:00 p.m., Thursday April 18, 2024.** Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Amanda Denning, Purchasing Analyst, 60 Court Street, Auburn, ME 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

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

Questions must be submitted in writing to the Purchasing Analyst and be received no later than **4:00PM, April 8, 2024**, via email to adenning@auburnmaine.gov. All questions and answers will be posted to the City website in the form of an addendum by **4:00PM, April 11, 2024**.

<https://www.auburnmaine.gov/Pages/Government/Bid-Notices>

Sincerely,



Amanda Denning

Purchasing Analyst

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form and schedule of values forms for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "**or approved equal**", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink, and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest of the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state "**BID# 2024-034 Legal Services**" on submitted sealed envelope.
12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn
13. Bidder will clearly outline all options that are included in the bid price.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

5. Bonds, Retainage and Payments

Payment and performance bonds will be required from the contractor who is awarded this contract. Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Project Manager. Payments shall be made by the City to the Contractor thirty (30) days after receipt of the request for payment.

6. Permits and Fees

The selected Contractor is required to obtain all necessary permits through the City's Planning and Permitting Department. The City will waive the associated fees.

INTRODUCTION

The City of Auburn has a City Council/City Manager form of government with the City Manager operating as the Chief Administrative Officer. The population of the City is approximately 24,229. The 2024 annual budget is approximately \$113,170,192 (including education, general government operations, and capital). Legal services expenditures have been approximately \$127,000 annually. The City currently retains separate bond counsel for the purpose of issuing municipal bonds as well as separate counsel for workers' compensation, and the Department of Education maintains a separate counsel for its board and staff.

The City has a complex land use ordinance. The City operates under a City Charter and extensive City policies and ordinances. Like most municipalities, Auburn is involved in a variety of activities which require a diversity of legal services, but land use/planning/zoning matters, union contracts and economic development administrative legal issues, represent a majority of them.

The City prefers to conduct business using e-mail and other electronic media, when reasonable within the confines of confidentiality and other business constraints. To that end, it is frequently important for the City to be able to receive digital copies of ordinances, policies, contracts, and other documentation that are readable by the City's official software (Microsoft Office products).

Specifications for Legal Services

The Attorney and/or firm selected by the City would serve as legal counsel to the City Council, the City Manager, and would work through the City Manager to serve all City departments and various City boards, committees, agencies, and commissions for a contract term beginning upon the signing of a contract agreement, on May 1, 2024 and concluding June 30, 2027 with provisions for extension on a year-to-year basis.

The City of Auburn's selection will be based on its evaluation of the written proposal, the attorney and/or firm's qualifications and experience, client references, the areas of legal services which the attorney and/or firm are willing to provide, an oral presentation (if requested) and the overall fee

structure. **The City may consider engaging more than one firm for services should the responses demonstrate particular strength in one or more areas outlined in this request.**

Miscellaneous Requirements: The City will not be responsible for any expenses incurred by an attorney or firm in preparing, submitting, or presenting a proposal. All proposals shall provide a straightforward, concise delineation of the attorney's or firm's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

The City reserves the right to waive any informalities in proposals, to accept or reject any or all proposals for any reason, to negotiate with any attorney, law firms, or business and to select one or more of the attorneys and/or law firms deemed to have submitted a proposal which in the judgment of the Auburn City Council is in the best interest of the inhabitants of the City of Auburn.

The City of Auburn specifically reserves the right to accept more than one proposal and may select more than one attorney and/or law firm to serve as a legal counsel to the City of Auburn.

Proposals may be held by the City for a period not to exceed forty-five (45) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the proposers prior to the award of a contract.

PRICE PROPOSAL FORM

Scope of Legal Services Required per RFP

Attached to this request for Proposal is Appendix A, which describes various areas of legal work, which should be provided to the City of Auburn. Each applicant must place an "X" on the line next to each of those areas of legal work in which the applicant is willing and able to provide legal counsel to the City of Auburn. After Appendix A has been so completed, it must be returned with the Proposal of the applicant.

Unless the applicant indicates that the Proposal may only be accepted if the applicant is selected to represent the City in every area designated by the applicant, the City reserves the right, at its discretion, to appoint the applicant to represent the City in one or more or all areas designated by the applicant.

In addition, even if an applicant is selected to represent the City with regard to one or more or all of the areas of legal work designated by the applicant, the City reserves the right, at their discretion, to appoint another attorney and/or law firm to represent the City with regard to such designated area of legal work from time to time if the City Council deems such action to be in the best interest of the City.

Exception-Amendment; An applicant may provide a narrative of additional services that they or their firm could offer to the City should the need arise. This would be included as an exception-amendment to the proposal.

Qualifications and Experience of Legal Counsel

The proposal must identify the principal attorneys within the firm who would be providing legal services to the City. Resumes shall be submitted for each such attorney who would be providing services to the City. The attorney and/or law firm making a proposal must describe the attorney and/or law firm's expertise in providing the services described in Appendix A.

Client references

List clients, references with addresses, phone numbers and types of legal services provided who may be contacted by the City of Auburn in connection with the proposal.

Other Required Narrative Topics

Good Standing and License: The Attorney and/or law firm submitting a proposal must be in good standing and licensed to practice law before all courts and administrative agencies of the State of Maine and before the United States District Court for the District of Maine.

Access and Availability: Each applicant must identify the address of the offices of the attorneys who would provide services to the City of Auburn and their proximity in miles and driving time to the Auburn City Office. The applicant must indicate their availability to provide services in the evening hours between approximately 6:00 p.m. and 10:00 p.m.

Casework-Management: The City expects each applicant to demonstrate how it will manage casework for the City of Auburn. Each applicant shall identify their response time to questions and assistance (e.g. – verbal response within 1-hour, written response within 24 hours).

Proactive Practices: The City is interested in developing and implementing practices that promote litigation prevention through proactive and educational methods. Each applicant shall identify their thoughts and proposed approach toward providing proactive legal services, which will minimize claims and expensive litigation.

Contract for Services:

The attorney or firm that is selected by the City of Auburn will be required to sign a contract and additional terms and provisions may be included in the contract. In addition to the contents of the proposal submitted by the applicant, and this Request for Proposal, will be part of any such contract awarded.

In addition, the City anticipates that the following provisions will become a part of that contract.

Compensation: Each proposal must state the compensation that will be required for the services of the applicant. The City of Auburn anticipates payment on an hourly basis, however, alternate proposals will be entertained.

Itemized bills including the date, time and description of service and department requesting service will be required to be submitted before each payment will be made by the City of Auburn. Such bills shall be submitted on a basis no more frequently than monthly.

Billing for services shall be explained in detail including all support services such as: paralegal, clerical, supplies, mileage, research through West Law or other equivalent services, and other expenses. Applicants shall identify whether they have a toll-free telephone number.

Applicants shall also list any services that will be provided free of charge such as attendance at annual, special City meetings and/or educational forums on various topics or any non-charged, in-house expenses. Each applicant should provide an explanation of how the City will be billed for consultations between two attorneys who are both members of your legal firm.

The proposal shall include information about how the applicant bills for informational correspondence, i.e. courtesy copies and emails, other billings practices, etc.

Supervision and Control: The City Attorney shall be under the general supervision of the City Manager. It is specifically noted that answering inquiries from the general public and the press is outside the purview of the position of City Attorney and that they shall

courteously refer such inquiries to the City Manager, unless otherwise instructed by the City Manager. Since individual committee and City Council members have no legal authority to incur expenses on behalf of the City, the City Attorney is not authorized to provide legal counsel to them individually.

Except as otherwise requested by the City Council, all communications regarding legal services by the City Attorney shall be transmitted to the City Manager. Copies of such communications dealing with significant issues shall be forwarded by the City Manager to all Council members.

There shall be no limits to the matters referred to the City Attorney. City officials agree to avoid asking for assistance and review of non-legal matters.

Termination: Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or services hereunder are in progress, but not completed as of the date of termination, then the contract may be extended upon written approval by the City Manager until said work or services are completed and accepted.

Termination for Convenience: In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the City for cause, default, or negligence on the part of the attorney or firm shall be excluded from the foregoing provision; i.e.- termination cost, if any, shall not apply. The thirty (30) days advance written notice requirement is waived in the event of Termination for Cause.

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, company or corporation without the previous consent and approval in writing of the City Manager.

Hold Harmless Clause: The Legal Firm shall indemnify the City 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 or omission 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.

Insurance: The legal 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 proof of insurance shall be provided to the City indicating that coverage shall not be cancelled without thirty (30) days' notice.

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

Specialized Counsel: The City shall not be restricted from appointing specialized counsel when, in the judgment of the City, the need arises. The City Attorney agrees that he will assist the City Manager, the City Council and outside counsel in any way possible.

BID PROPOSAL FORM

Due: Thursday, April 18th, 2024

To: City of Auburn
Amanda Denning, Purchasing Analyst
60 Court Street
Auburn, ME 04210

In compliance with the Request for Proposals for **Bid #2024-034 Legal Services**, the proposer agrees to complete all services to be provided to the City pursuant to the Scope of Services as noted in the RFP document.

The undersigned further proposes and agrees, if this Proposal is accepted, in whole or in part, that within ninety (90) days from the date of mailing of the Agreement it will execute and deliver the Agreement to the City.

The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Company _____
Name (print) _____ Title _____
Email Address _____ Phone Number _____
Address _____

STATE OF MAINE

_____, SS. Date: _____
Personally, appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Addendum Acknowledged:
_____ Date: _____ Initials: _____
_____ Date: _____ Initials: _____

Notary Public

Print Name
Commission Expires _____

Contact Information

Name of firm: _____

Mailing address: _____

Physical address: _____

Telephone: _____ Fax: _____

E-mail address: _____

Web site address: _____

Name of lawyer proposed as City Attorney: _____

Estimated percentage of time he/she spends on municipal legal affairs: _____%

Professional Liability Insurance

Insurance Carrier: _____

Limits: _____

Financial Consideration

Firm Name: _____

Fee Schedule (1)	
Attorney cost/hourly	\$
Associate Attorney cost/hourly	\$
Paralegal cost/hourly	\$
Clerical cost/hourly	\$
Other Staff cost/hourly	\$
LIST OTHER STAFF SERVICES AND COSTS NOT IDENTIFIED ABOVE	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Fee Schedule (2)	
Flat Rate Monthly (60 hours)	\$
<i>(Hourly rates for services after 60 hours)</i>	\$
Attorney cost/hourly	\$
Associate Attorney cost/hourly	\$
Paralegal cost/hourly	\$
Clerical cost/hourly	\$
Other Staff cost/hourly	\$
LIST OTHER STAFF SERVICES AND COSTS NOT IDENTIFIED ABOVE	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Is there a retainer fee required? Yes__ No

If yes, describe how the retainer fee is used (i. e. what type of services would be covered, or how the hourly rate for services would be impacted) and what the annual cost of the retainer.

Other billable items:

Will billable rates for travel include both ways, one way, or no charge: _____

Mileage expense rate: _____

Research services cost/hour (e.g. West Law): _____

Other costs:

Photocopying _____

Fax _____

Telephone expense _____

Billing practices for services such as informational correspondence, i.e. courtesy copies and e-mails, etc. _____

EXCEPTIONS AND AMENDMENTS

***Bidder's Exceptions and Amendments are noted below (Please list)**

Yes____ No____

2. The undersigned declares that the signer of this proposal is:

(a) INDIVIDUAL doing business as

(b) PARTNERSHIP doing business as

(c) CORPORATION entitled

Organized under the laws of the State of _____ and having its principal offices at _____.

The names of all partners of a partnership or the principal officers of a corporation will be submitted upon request.

Signature

Print Name and Title

Print Firm Name

Print Street Address

Print City, State and Zip Code

Contact Name

E-mail address

(_____) _____
Area Code and Telephone Number

(_____) _____
Area Code and Fax Number

I, _____, hereby certify that I do not hold any executive or appointive office in the government of the City of Auburn; furthermore, I do not anticipate holding or seeking office in the City of Auburn for the duration of this contract. I further certify that the firm that I represent, as named above, is an Equal Opportunity Employer.

Signature

Date

Attachments: Please attach the following to the proposal:

- Outline of the size and experience of the law firm
 - Good Standing and License
 - Access and Availability
 - Casework-Management
 - Proactive Practices
- Resumes of legal staff with whom the City would be working
- Fee Structure
- Listing of municipal clients and other references (with addresses and phone numbers)
- Proposal that includes a narrative on the following:
 - List of Services (Appendix A)
 - Additional list of Services (If applicable).

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

CITY OF AUBURN

APPENDIX A

1. Be charged with the performance of all legal services of the city, including those of legal advisor to the council, the manager and to all departments and officers of the city.
2. Upon the request of any department head, take the necessary steps to arrange for the prosecution of a violation of any ordinance, and in the furtherance thereof shall confer with and render to the county attorney such assistance as he shall request.
3. Represent the city in matters in which the city is interested, coming before any court, or tribunal.
4. Draft any ordinance when required by the council or the City Manager.
5. Perform such other duties as may be required by the council.
6. Attend meetings of the council as requested.
7. Report promptly to the council all suits brought against the city.
8. Make an annual report to the City Manager, which shall include a record of all claims outstanding at the commencement of the fiscal year, all new claims, all claims closed and the status of outstanding claims.
9. Call to the attention of the council and the City Manager all matters of law affecting the city.
10. Review and represent the City in relations to workers' compensation claims and assist HR in managing claims along with the City's Third-Party Administrator in laws pertaining to Workers' Compensation.

Check list of possible areas of legal expertise

The areas of legal work to be provided by the Auburn City Attorney shall include, but not be limited to, the following items. While this list is representative of the areas of work required, it is not exhaustive, and applicant acknowledges and agrees to perform work in other areas as may be requested by City Officials. Please place an "X" next to each item, which the applicant agrees to perform any required legal services. (*Legal Services are Exclusive of Bond Counsel, and School Department Board and Personnel representation*).

- Police and law enforcement operations and practices.
- Fire and fire prevention operations and practices.
- EMS operations and practices.
- Public works maintenance operations and practices which include road, bridge, sidewalk, cemetery and parks construction and maintenance practices.
- Airport operations and practices.
- Recreation and program operations and practices which include programs and maintenance and regulation of recreation areas including parks and facilities.
- Pollution control operations and practices which include sewer line and facility construction and maintenance practices.

- _____ General government operations and practices which include eminent domain proceedings, deeds, easements, and contracts pertaining to real estate and title opinions, tax assessment and lien practices, collection of unpaid taxes, fines, loans or other monies owed to the City, drafting of municipal ordinances and related amendments, preparation of contracts and agreements to which the City is a party, advice regarding insurance coverage and insurance claims and other issues of a general municipal operational management nature.
- _____ Code enforcement operations and practices which include compliance with enforcement of State and Federal environmental laws as well as compliance with local codes and ordinances.
- _____ Attendance at Planning Board meetings, Zoning Board of Appeals meetings, and other related committee meetings when so requested for the purpose of giving legal advice when requested by its members through the City Manager. It is acknowledged that such meetings occur predominantly in the evening hours.
- _____ Prepare, when authorized, all charges and complaints against, and appear in the appropriate court in the prosecution of, every person charged with a violation of a City ordinance or law enforced by the City.
- _____ Defend municipal officials, including the City Council, the Planning Board, the Zoning Board of Appeals, the City Manager, City employees or any other municipal board or committee in the prosecution of a violation of any law or regulation or in any claim of them in their official capacity.
- _____ Represent the City of Auburn or any of its municipal officials in any other general litigation.
- _____ Provide general legal advice, oral or written, to the City Manager and the City Council or its committees or any City Official, when requested upon legal questions arising in the conduct of City business.
- _____ Provide legal advice regarding renewal of, or interpretation of, cable television contract.
- _____ Provide legal advice and assistance with regard to City municipal solid waste collection and disposal and other disposal operations or regulations within City limits.
- _____ Other areas of legal expertise not covered in above items and as arise from time-to-time.