

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 12/07/09

Item No.: 12.e

Department Approval

City Manager Approval



Item Description: Approve City Manager's Appointments and Authorize City Manager to enter into Contracts with Firms to provide Civil and Prosecuting Legal Services

**BACKGROUND**

The City of Roseville retains outside firms or individuals to provide professional services in many areas including: Legal; Appraisal; Planning and Landscape Design; Audit; and Engineering, Architectural and Environmental.

On August 17, 2009 the Roseville City Council approved a Professional Services Policy to ensure consistency, public confidence in process integrity, the best "overall" value and to ensure a regular, consistent review of professional services. On August 24, the Council appointed Mayor Klausing to represent the City Council with the evaluation and interview process for the Civil Attorney services.

**Process**

Staff worked with Public Works Director Duane Schwartz and Park Project Coordinator Jeff Evenson to write and RFP incorporating previous Legal Services RFPs, the Professional Service Policy and Best Value Procurement Process and Methods. Both Schwartz and Evenson are certified in the best value procurement process, and were consulted regularly to ensure consistency with the Best Overall Value Process. Mayor Klausing and Councilmember Pust also offered input to the RFP.

Through the Best Overall Value Process, firms are thoroughly reviewed in as fair and objective a manner as possible. Some components of the BVP process that are unique and help to retain a very high level of objectivity and consistency include:

- All electronic communications/transmittals including documents with uniform formats
- Respondents identified by assigned code – subsequent reviews, ratings and scoring was done anonymously. A central contact is used to maintain total confidentiality of proposers
- Includes a Schedule of Events – including deadlines for questions pertaining to the process
- Required attendance at Pre-proposal Meeting to review the process in advance and to answer any questions

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- Survey of Past Performance by clientele
- Evaluation Criteria for background and qualifications and scoring by evaluation teams
- Relative rating of proposed fees

All firms received identical information in identical format. The RFP stated the guidelines to submit documentation in such a manner to ensure a fair comparison between proposals. They were also given clear guidelines of what to include in the RFP, including a list of categories of service to be included in the retainer. For the Civil Legal Services, the City required an all inclusive retainer. This provides for a fair comparison of services and costs, ensures budgetary stability, promotes staff confidence and creates an incentive for the firm to help avoid litigation, arbitration, etc. In addition, at the conclusion of the process, the City can negotiate with the selected firm if we choose to change the menu of retainer covered services.

Based on information provided by the respondents, two civil and two prosecuting firms were interviewed.

The Civil Legal Services proposals were reviewed and scored by five management staff. The Prosecuting Legal Services proposals were reviewed and scored by four management staff. Proposals were evaluated and a weighted value assigned for:

- Fees (25%)
- Past Performance (25%)
- Background and Qualifications (20%)
- Risk Assessment – Value Added (5%)
- Interviews (25%)

Pursuant to MN Statute 412.651, Subd. 3, the City Manager shall appoint the City Attorney(s). The appointment is subject to the approval of the Council.

The firm selected for prosecution services clearly ranked higher in all categories.

Only one for civil legal services respondent included all 23 items that the City required in its retainer.

**POLICY OBJECTIVE**

To utilize an objective, fair, thoughtful and thorough method of selecting and retaining professional services consistent with the Professional Services Policy.

**BUDGET IMPLICATIONS**

The proposed fees for Prosecution services will remain unchanged. The proposed fees for the Civil Legal Services will be subject to negotiation, with a maximum “not-to-exceed” expense comparable to current expense levels.

70 **STAFF RECOMMENDATION**

71 Approve the City Manager appointment of with Jensen, Bell, Converse & Erickson, P.A. as City  
72 Attorney.

73 Approve the City Manager appointment of with Jensen, Bell, Converse & Erickson, P.A. as City  
74 Prosecutor.

75 **REQUESTED COUNCIL ACTION**

76 Approve the City Manager appointment of, and authorize the City Manager to negotiate an  
77 acceptable contract for City Attorney services with the law firm of Jensen, Bell, Converse &  
78 Erickson, P.A.

79 Approve the City Manager appointment of, and authorize the City Manager to negotiate an  
80 acceptable contract for City Prosecution services with the law firm of Jensen, Bell, Converse &  
81 Erickson, P.A.

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Prepared by: William J. Malinen, City Manager  
Attachments: A: Professional Services Policy  
B: RFP for Civil Legal Services  
C: RFP for Prosecution Legal Services

Adopted 8/17/09

## CITY OF ROSEVILLE

### Professional Services Policy

#### Background

The City of Roseville retains outside firms or individuals to provide professional services in many areas, including:

1. Legal (Prosecution, Civil, Economic Development, and Bond Counsel)
2. Appraisal
3. Planning and Landscape Design
4. Audit
5. Engineering, Architectural, and Environmental

The City enters into professional services contracts for specific projects or services, for a specific period of time.

#### Purpose

The City of Roseville has determined that it is good public policy to utilize a method of selecting and retaining professional services in order to:

1. Ensure Citywide consistency in the process of selecting and retaining professional services.
2. Ensure public confidence in process integrity by providing maximum transparency and avoiding long-term relationships that are insulated from the economic market forces of open competition.
3. Ensure that the City obtains the best overall value for its investment when retaining professional services.
4. Ensure a regular, consistent fiscal review of professional services.

#### Policy

Contracts for professional services shall be for terms of not more than three (3) years. Multi-year contracts shall not be renewed at their expiration, except as a result of a competitive selection process consistent with this policy, unless this requirement is waived by a vote of the City Council.

Multi-year contracts shall include an annual performance review to ensure that the purposes of the contract are being met with reporting of results to the City Council. All contracts shall, by their terms, allow the City to terminate the contract prior to completion if the City determines that the contract does not continue to serve the City's purposes.

Selection of firms shall be through a competitive process, using a "best overall value" approach whenever applicable and appropriate.

All professional services contracts shall be approved by the City Council.

The City Council should be represented in the interviews and evaluation of candidate firms for Civil Attorney services, including the determination of evaluation criteria.

Firms selected to provide professional services to the City of Roseville:

1. Will avoid any conflicts of interest and commit to the principles of the Professional Code of Ethics for their profession and the City of Roseville Code of Ethics for Public Officials.
2. Will conduct their business through designated Roseville City staff as approved by the City Manager.
3. Will not represent any individual or corporation involved in litigation against the City of Roseville.
4. Will comply with all applicable state and federal laws and local ordinances.



REQUEST FOR STATEMENT of QUALIFICATIONS and PROPOSAL

LEGAL SERVICES  
for  
CIVIL ATTORNEY

October 2009

City of Roseville  
REQUEST FOR STATEMENT OF QUALIFICATIONS and PROPOSAL  
LEGAL SERVICES  
for  
CIVIL ATTORNEY

October 2009

**INTRODUCTION**

The City is seeking to hire a firm to provide Legal Services for Civil Attorney for a three-year period. This Request for Statement of Qualifications and Proposal describes the qualifications, legal service requirements and the process for selecting the firm to be awarded the contract.

**REQUIRED PRE-PROPOSAL MEETING**

Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events in the Council Chambers of Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The purpose of the Pre-proposal Meeting is to review the RFP process and will include a question and answer session. Note: Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

**INQUIRIES**

The person designated below shall be the only contact for all inquiries regarding any aspect of this process and its requirements. Questions will be accepted until the date specified in the Tentative Schedule of Events. All questions or inquiries should be sent via email. Do not contact any other employee or representative regarding this RFP unless specifically indicated or instructed to do so in writing by the designated contact below:

Margaret Driscoll  
margaret.driscoll@ci.roseville.mn.us

**SUBMITTAL GUIDELINES**

Email a pdf of the signed Proposal  
Subject: "Statement of Qualifications and Proposal for Legal Services for Civil Attorney" to:  
[margaret.driscoll@ci.roseville.mn.us](mailto:margaret.driscoll@ci.roseville.mn.us)

Note - proposal will include:

- Signed Respondent Proposal (Attachment A)
- Signed Respondent Offer - Signature and Certification Form (Attachment B)
- Signed Client Surveys of Past Performance (Attachment C-2)
- Reference List (Attachment D)
- Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

Do not submit copies to any other person or location - late proposals will NOT be considered.

**PROPOSALS MUST BE RECEIVED BY**  
**3:30 p.m. CST – Thursday, November 12, 2009**

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**I.**  
**OVERVIEW OF PROCESS**  
**AND GENERAL INSTRUCTIONS**

Carefully read the information contained in this RFP and email a complete response to all requirements, specifications and directions.

**REQUIRED PRE-PROPOSAL MEETING**

- Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events at Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The RFP process will be reviewed followed by a question and answer session. Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

**QUESTIONS AND INQUIRIES**

- Questions will be answered about the RFP at the Pre-proposal Meeting, and by email to the designated contact for the RFP until the date noted in the Tentative Schedule of Events. Responses to written questions which involve an interpretation or change to this RFP will be issued in writing by addendum and e-mailed to all parties recorded by the City as having received a copy of this RFP and attended the Proposal Meeting. All such addenda issued by the City prior to the time that proposals are received shall be considered part of the RFP.
- Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

**TENTATIVE SCHEDULE OF EVENTS**

- Be advised that these dates are subject to change as the City deems necessary.

RFP Issue Date:	October 9
Required Pre-proposal Meeting:	11:00 a.m., October 20
Questions accepted about the RFP until:	October 27
Proposals Due:	3:30 p.m., November 12
Interviews:	November 19 & 20
Council Meeting Date of Award:	December 7

**EVALUATION CRITERIA**

- The Respondent selected for an award will be the Respondent whose proposal is responsive, responsible and the most advantageous to the City, as determined by the City in its sole discretion. The City intends to award a contract, subject to the terms of this RFP, to the best overall valued firm. Firms will be prioritized based on fees, past performance, interview of the firm, current performance capability, risk assessment and value added, and other criteria as outlined in this document. The City anticipates that all firms will have a fair and reasonable opportunity to provide service.

- Evaluation criteria will be weighed according to the following categories:

CATEGORY	WEIGHT	CRITERIA
Fees	25 %	Proposal (Attachment A)
Past Performance	25 %	Surveys of Past Performance (Attachment C2)
Interview	25 %	
Background and Qualifications	20 %	Background/Qualifications (Attachment E)
Risk Assessment -Value Added	5%	Background/Qualifications (Item #12, Attachment E)

- The City reserves the right to add/delete/modify criteria or times, via an addendum, if it is in the City’s best interest, as determined by the City in its sole discretion.

**ISSUANCE OF RFP AND AWARD PROCESS**

- Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract or to re-solicit proposals or to temporarily or permanently abandon the procurement.

**PROPOSAL SUBMISSION**

- Email a pdf of the signed Proposal, clearly stating the Subject: “Statement of Qualifications and Proposal for Legal Services for Civil Attorney” to:

[margaret.driscoll@ci.roseville.mn.us](mailto:margaret.driscoll@ci.roseville.mn.us)

Do not submit proposals to any other person or location by any other method.

Note: Proposal will include:

- **Signed** Respondent Proposal (Attachment A)
- **Signed** Respondent Offer - Signature and Certification Form (Attachment B)
- **Signed** Client Surveys of Past Performance (Attachment C-2)
- Reference List (Attachment D)
- Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

**PROPOSALS MUST BE RECEIVED BY  
3:30 p.m. CST – Thursday, November 12, 2009**

- **LATE SUBMISSION:** Late submissions will not be considered.
- **UNSIGNED SUBMISSIONS:** The Respondent’s Proposal (Attachment A) and Offer Signature and Certification Form (Attachment B) must be signed by an authorized representative of your company. Unsigned submissions WILL NOT be considered.

## **OWNERSHIP OF PROPOSAL**

- All materials submitted in response to this request become the property of the City and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.

## **RELEASE OF CLAIMS, LIABILITY, AND PREPARATION EXPENSES**

- Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim or damages or other liability arising out of the RFP and award process.

## **PUBLIC PROPOSAL OPENING**

- The City will open the Proposals on the Proposal Due Date and Time indicated. Respondents may attend the proposal opening. Names of the Respondents will be made public at the opening.

## **DURATION OF RESPONDENT'S OFFER**

- The proposal constitutes an offer by the Respondent that shall remain open and irrevocable for the period specified on the Proposal (Attachment A) and Respondent's Offer – Signature and Certification Form (Attachment B).

## **ERRORS IN PROPOSALS**

- The City shall not be liable for any errors in the Respondent's proposal. No modifications to the proposal shall be accepted from the Respondent after the Submittal Date and Time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

## **WITHDRAWING PROPOSALS**

- Respondents may withdraw their proposal at any time prior to the Submittal Date and Time by submitting a written request to the Contact for RFP Inquiries indicated on the Submittal Guidelines Page (Page 2). The written request must be signed by an authorized representative of the Respondent. The respondent may submit another proposal at any time prior to the Submittal Date and Time. No proposal may be withdrawn after the Submittal Date and Time without approval by the City. Such approval shall be based on the Respondent's submittal, in writing, of a reason acceptable to the City in its sole discretion.

## **ADDENDUMS**

- The City reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued such addenda shall be issued by the City prior to the time that proposals are received and shall be considered part of the RFP.

## **INTERVIEW**

- Finalists will be required to participate in an interview on the date specified in the Tentative Schedule of Events. Each Respondent should be prepared to discuss and substantiate any area of its proposal, its own proposals for the services required, and any other area of interest relevant to its proposal.

## **RESPONSIBLE PROPOSERS (RESPONDENTS)**

- The City reserves the right to award project contracts only to the responsible respondents. Responsible respondents are defined as firms that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The City's determination of whether a Respondent is a responsible respondent is at the City's sole discretion.

## **NOTIFICATION OF AWARD**

- If the City makes an award as a result of this RFP process, the City will deliver to the selected Respondent a notice of selection. The resulting legal services contract shall consist of (but not limited to):
  - a. The terms, conditions, specifications, and requirements of this RFP and its attachments;
  - b. Any addenda issued by the City pursuant to this RFP;
  - c. All representations (including, but not limited to, representations as to performance, and financial terms) made by the Respondent in its proposal and during any interview(s), or meeting(s) with the City;
  - d. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal; and
  - e. Annual performance evaluation criteria.

**II.**  
**LEGAL SERVICE REQUIREMENTS**  
**CIVIL ATTORNEY**

The firm will be expected to perform all requirements listed in this proposal. Following are the minimum requirements to be included in the retainer:

1. Attend all City Council meetings (generally three per month) and other City Board, Commission or Committee meetings as requested by the City Council or City Manager.
2. Draft and review ordinances, resolutions, and correspondence, as requested.
3. Review selected Council and Planning Commission agenda items and minutes.
4. Advise Mayor, Council Members, City Manager, Department Heads and other staff on City legal matters.
5. Prepare and/or review municipal contracts, such as contracts for public improvements, joint powers of agreements, construction, and purchase of equipment.
6. Represent City in matters related to the enforcement of City building and zoning codes.
7. Research and submit legal opinions on municipal or other legal matters, as requested by City Council or City Manger.
8. Meet with the City Council, City Manager, Department Heads and City Staff, as needed, to review Council agenda items, and the status of all legal matters before the City.
9. Hold office hours at City Hall one morning or afternoon each week.
10. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
11. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.
12. Provide advice on open meeting law, data practice, records retention and privacy issues.
13. Represent the City in employment related issues, labor negotiations, Civil Service Commission, arbitration, administrative hearings and in litigation involving same.
14. Interpret, advise and provide training with respect to municipal employment matters including but not limited to PERA, labor agreements, personnel policy, FLSA, Veterans' Preference, and unemployment compensation.

15. At the City's discretion (as well as the discretion of any insurance company providing coverage), represent the City in litigation including, but not limited to, human rights claims; condemnation; permits and administrative actions; and labor and employment matters.
16. At the City's discretion, represent the City in uninsured claims and other insurance matters.
17. In coordination with other attorneys representing the City on a case-by-case or project-by-project basis, review financing arrangements, special assessments, bonds and insurance requirements required by or for City contracts or activities, and interpret and advise the City regarding State land use statutes and regulations and City Code provisions.
18. Represent the City in the acquisition of properties for public improvements, easements, and parks.
19. Represent the City in condemnation proceedings for public improvement projects.
20. Represent the City in workers' compensation matters.
21. Initiate litigation on behalf of City as requested by City Council.
22. Prepare and review the following: Conditional Use Permits and Documentation; Vacation of Rights-of-Way; and other land use approval documents.
23. Issue formal and informal advisory Ethics opinions, and assist the Roseville Ethics Commission, City Council and City Staff in matters related to the City Ethics Code, including providing training.

**III.**  
**INSTRUCTIONS AND EXAMPLES**  
**CREATING AND SUBMITTING**  
**PAST PERFORMANCE SURVEY**

1. All firms must create a list of clients that will evaluate their past performance. This will be referred to as a “Reference List”.
2. The Reference List should include the firm’s past and present clients. Credit will be given to firms with more high performing surveys from different individuals.
3. The maximum number of client references that will be given credit for is twenty-five for each firm. The minimum number client references that will be given credit for is one.
4. The Reference List must include the following:  
*(If you do not submit all required information, there will be no credit given for the reference.)*

<b>SURVEY ID CODE</b>	A unique, City assigned number for each client
<b>CLIENT NAME</b>	Name of the firm
<b>MAILING ADDRESS</b>	Current mailing address of the firm
<b>CONTACT NAME</b>	Name of the person who will answer customer satisfaction questions.
<b>PHONE NUMBER</b>	Current phone number for the reference (including area code).
<b>EMAIL ADDRESS</b>	Current e-mail address for person who will answer customer satisfaction questions

The data in the reference list must be complete, accurate and submitted in complete form.  
*(The format of the file is shown below – See Attachment D)*

SURVEY ID CODE <small>City Assigned</small>	CLIENT NAME	MAILING ADDRESS	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
1	City of _____	111 Main Street City State 55555	Ben Johnson	651-111-1111	Cityof@city.com
2	City of _____	222 Main Street Oakdale MN 55222	Sam Brown	651-222-2222	Cityof@city.com
3	City of _____	333 Main Street Stillwater MN 55333	Jim Freed	651-333-3333	Cityof@city.com

The firm is responsible for verifying that their information is accurate prior to submission.

The reference list must contain different clients.

## **PREPARING THE SURVEYS**

- a. After a “Reference List” is completed, the firm will be required to:
  - a. Prepare a Survey of Past Performance for each of their clients (on the reference list)
  - b. Send the Survey to their clients
  - c. Receive the Surveys from their clients
  - d. Submit the completed Surveys with their RFP to the City of Roseville
- b. The Firm should also modify the return information at the bottom of the survey with a contact person and an accurate e-mail address. Remember, the survey will be sent from your client to your firm (so you must enter a valid e-mail address).
- c. All returned surveys MUST be evaluated and signed by the client. If a survey is not signed, it will NOT be counted.
- d. Each firm is responsible for making sure that their clients receive the survey, complete the survey, and return the survey back to the firm.
- e. All of the returned surveys must be packaged together and submitted with your RFP. The scores of the submitted surveys will be used to compile the average Past Performance Information.
- f. The City of Roseville may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.

Attachment A  
**RESPONDENT PROPOSAL**  
**2010 – 2012 CONTRACT**

The firm hereby proposes to provide legal services as specified at the rates shown below. Proposals may not be withdrawn within 90 days after the deadline for submission.

<b>Retainer:</b>	Per Year
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

<b>Non-Retainer</b>	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

<b>Paralegal/Law Clerk</b>	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

**Other Fees Charged:**

**Retainer and Non-Retainer Billing Practices:**

Percentage of an hour billed: \_\_\_\_\_%

Percentage of an hour charged for a phone call where only voicemail is left: \_\_\_\_\_%

Typical percentage of an hour charged for a three minute phone call: \_\_\_\_\_%

**Process for challenging bills:**

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*

Firm:	
Contact:	
Telephone:	
E-mail:	
Address:	
City/State/Zip:	
Authorized Signature	
Name and Title:	X _____ Date _____

## Attachment B

### RESPONDENT OFFER – SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the services described herein at the prices quoted in the Respondent's Proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Respondent also certifies:

1. Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from the Submittal Date and Time shown in the Submittal Guidelines (Page 2) of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable firm engaged in providing legal services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts all terms and conditions of this RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The Respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful Respondent.
6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Roseville, or any of their respective agencies.
7. It shall be bound by all statements, representations, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
8. Submission of a proposal indicates the Respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*

Authorized Signature: **X**

Name (type or print):

Title (type or print):

Date:

Attachment C-1  
GUIDE TO PREPARING  
REFERENCE LIST  
and  
SURVEY of PAST PERFORMANCE  
FORMS

**OVERVIEW**

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. This information will be used to assist the City in selecting the best overall valued firm for Civil Attorney.

To assist the City in identifying the highest past performance of a firm, the following process will be used:

1. The firm will prepare a Reference List of clients that will be sent a Survey of Past Performance.
2. The firm will prepare Surveys of Past Performance and send to their past and present clients.
3. The clients will complete the Survey of Past Performance and send back to the firm.
4. The firm will compile all of the Surveys of Past Performance and submit the surveys and Reference List with their RFP.
5. The ratings will then be averaged together to obtain the firm's past performance rating.

Attachment C-2  
**SURVEY of PAST PERFORMANCE**

To: \_\_\_\_\_ Survey ID Code: \_\_\_\_\_  
*(Client) (Name of person completing survey) (City Assigned)*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*

Subject: Past Performance of: \_\_\_\_\_  
*(Name of Firm)*  
 \_\_\_\_\_  
*(Name of Individuals)*

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. The firm/individual listed above has listed you as a client for whom they have provided legal service. We would appreciate your taking the time to complete this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please write “not applicable.”

	<b>CRITERIA</b>	<b>OVERALL RATING</b> (1-10)
1.	<b>Analysis</b> <ul style="list-style-type: none"> <li>○ Critical issues are typically and appropriately identified.</li> <li>○ Questions are clearly answered.</li> <li>○ The analysis identifies other related issues implicated in the question asked, even if not directly identified by the original request for advice.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>
2.	<b>Advice</b> <ul style="list-style-type: none"> <li>○ Advice is practical and not merely theoretical.</li> <li>○ Advice is politically astute.</li> <li>○ Advice is legally accurate, as evidenced by it being upheld by the Courts upon challenge.</li> <li>○ Advice is proactive – it identifies City issues in Code interpretation and/or missing authority.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>
3.	<b>Written Product</b> <ul style="list-style-type: none"> <li>○ Product is easily read.</li> <li>○ Issues are correctly identified and the answers are easily discerned from the letter/opinion.</li> <li>○ The length of the response is appropriate to the question asked.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>
4.	<b>Timeliness of Response</b> <ul style="list-style-type: none"> <li>○ Responses are provided to meet client needs.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>

**CRITERIA**

**OVERALL  
RATING  
(1-10)**

- |     |   |   |
|-----|---|---|
| 5.  | <b>Cost of Retainer Work</b> <ul style="list-style-type: none"><li>○ Monthly billings are received against the retainer.</li><li>○ Billings appropriately reflect what was done and by whom.</li><li>○ Billed amounts are appropriate for the complexity of the task.</li><li>○ Billings do not show charges for more than one attorney at meetings or doing research on the same topic.</li><li>○ The Attorney provides savings to the client by sharing its advice generated for another client.</li></ul>  | <input style="width: 100px; height: 30px; border: 1px solid black;" type="text"/> |
| 6.  | <b>Cost of Non-Retainer Work</b> <ul style="list-style-type: none"><li>○ Cost is appropriate to the product.</li><li>○ There is an appropriate use of lower rate associates.</li><li>○ Monthly non-retainer billings appropriately reflect what was done and by whom.</li><li>○ Billed amounts are appropriate for the complexity of the task.</li><li>○ Billings do not show charges for more than one attorney at meetings or doing research on the same topic.</li><li>○ The Attorney provides savings to the client by sharing its advice generated for another client.</li></ul> | <input style="width: 100px; height: 30px; border: 1px solid black;" type="text"/> |
| 7.  | <b>Attitude</b> <ul style="list-style-type: none"><li>○ There is team spirit attitude.</li><li>○ There is a willingness to meet short timelines without complaint.</li><li>○ The firm establishes and maintains an image of the City to the community that represents service, vitality and professionalism.</li></ul>  | <input style="width: 100px; height: 30px; border: 1px solid black;" type="text"/> |
| 8.  | <b>Public Presence</b> <ul style="list-style-type: none"><li>○ Participation in meetings with outsiders is handled properly.</li><li>○ Demeanor and persona at Council/Commission meetings is proper.</li><li>○ The amount of participation at Council/Commission meetings is appropriate and within levels of expectation.</li><li>○ Advice in meetings stays within the bounds of legal advice and does not stray into policy matters.</li></ul>  | <input style="width: 100px; height: 30px; border: 1px solid black;" type="text"/> |
| 9.  | <b>Relationship with City Staff</b> <ul style="list-style-type: none"><li>○ There is effective communication, both verbal and written with City Staff.</li><li>○ The firm maintains availability.</li><li>○ The firm organizes materials for presentations, either verbally or written, in the most concise, clear and comprehensive manner possible.</li></ul>   | <input style="width: 100px; height: 30px; border: 1px solid black;" type="text"/> |
| 10. | <b>Intergovernmental Relations</b> <ul style="list-style-type: none"><li>○ There is awareness of developments and plans of other jurisdictions that may relate to or affect City government.</li><li>○ The City Attorney maintains knowledge of new federal and state laws and proposed legislation in relation to City services, and assists with development of city policies in response to such changes.</li></ul>  | <input style="width: 100px; height: 30px; border: 1px solid black;" type="text"/> |

Authorized Signature: X

Date:

Please return this survey to:

Please return by:

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*



Attachment E  
FIRM BACKGROUND AND QUALIFICATIONS

1. Number of attorneys, including number of partners and associates and areas of specialty:

2. Support personnel - number and expertise:

3. Current office operating system, PC or Mac?

Maximum size of email attachments accepted?

If a legal document such as a Memorandum of Understanding is modified during the course of council discussion. What would you do to provide a revised document to members before the Council votes on the revised document?

4. Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board:

5. Total of 2008 billings for municipal work as a percentage of total 2008 billings:

6. Description of malpractice/liability insurance coverage:  
*Note: Copy of Certificate (\$1M minimum) required with RFP*

Carrier

Limits

Exemptions

7. Background information of the specific attorney who will serve as the lead attorney and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

8. Background information of the attorney who will serve in the lead attorney's absence and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

9. Current responsibilities of person designated to serve as lead attorney:

10. Do any of your current clients present a Conflict of Interest?

11. Description of firm's view of their responsibilities to the City in the provision of legal services:

12. Risk Assessment-Value Added (RAVA) Plan

The RAVA Plan provides the firm with an opportunity to provide information that justifies not awarding to the firm with the lowest proposal.

Explain how the firm will avoid or minimize risks:

Propose any contract options that could increase the value (expectation or quality) of firm's proposal:

## Attachment F

### CONTRACT TERMS and CONDITIONS

The following clauses will be included in any contract between the City of Roseville and the firm that has been chosen to provide legal services described herein and in the firm's proposal. Firms shall clearly identify any proposed deviations from these Contract Terms and Conditions in their proposal response:

- **CONTRACT LENGTH**

This contract shall be effective from January 2010 through December 2012. This contract may be canceled by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes. In the event of termination of the contract, there shall be no further obligation on the part of the City to the firm save and except for payment of sums due and owing for expenses and work incurred by the firm to the date of termination as set forth in this agreement.

- **INDEMNIFICATION**

The firm shall defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the firm's (including its officials, agents) performance of the duties required under the contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or misconduct of the firm.

- **INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the contractor's as the agents, representatives, or employees of the City for any purpose or in any manner whatsoever. The firm and its staff are to be and shall remain an independent contractor with respect to all services performed under this contract. The contractor represents that it has or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the firm or other persons while engaged in the performance of any work or services required by the firm under this contract shall have no contractual relationship with the City and shall not be considered employees of the City. Any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation, claims of discrimination against the firm, its officers, agents, contractors, or employees shall in no way be the responsibility of the City; and the firm shall defend, indemnify, and hold the City, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability, severance pay, and PERA.

- **LAWS**

During the performance of this contract the firm will be governed by all laws of the State of Minnesota and will comply with all applicable local, state, and federal laws, rules, and regulations, including but not limited to:

- Non-Discrimination
- Human Rights
- ADA
- Data Practices

- **SUBLET/ASSIGN**

The contract shall not be assignable except at the written consent of the City.

- **MEDIATION**

The City and the firm agree to submit all claims, disputes, and other matters in question between the parties arising out of or relating to this contract to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

- **TERMINATION**

The contract may be terminated by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes.



REQUEST FOR STATEMENT of QUALIFICATIONS and PROPOSAL

LEGAL SERVICES  
for  
PROSECUTING ATTORNEY

October 2009

City of Roseville  
REQUEST FOR STATEMENT OF QUALIFICATIONS and PROPOSAL  
LEGAL SERVICES  
for  
PROSECUTING ATTORNEY

October 2009

**INTRODUCTION**

The City is seeking to hire a firm to provide Legal Services for Prosecuting Attorney for a three-year period. This Request for Statement of Qualifications and Proposal describes the qualifications, legal service requirements and the process for selecting the firm to be awarded the contract.

**REQUIRED PRE-PROPOSAL MEETING**

Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events in the Council Chambers of Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The purpose of the Pre-proposal Meeting is to review the RFP process and will include a question and answer session. Note: Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

**INQUIRIES**

The person designated below shall be the only contact for all inquiries regarding any aspect of this process and its requirements. Questions will be accepted until the date specified in the Tentative Schedule of Events. All questions or inquiries should be sent via email. Do not contact any other employee or representative regarding this RFP unless specifically indicated or instructed to do so in writing by the designated contact below:

Margaret Driscoll  
margaret.driscoll@ci.roseville.mn.us

**SUBMITTAL GUIDELINES**

Email a pdf of the signed Proposal  
Subject: "Statement of Qualifications and Proposal for Legal Services for Prosecuting Attorney" to:  
[margaret.driscoll@ci.roseville.mn.us](mailto:margaret.driscoll@ci.roseville.mn.us)

Note - proposal will include:

- Signed Respondent Proposal (Attachment A)
- Signed Respondent Offer - Signature and Certification Form (Attachment B)
- Signed Client Surveys of Past Performance (Attachment C-2)
- Reference List (Attachment D)
- Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

Do not submit copies to any other person or location - late proposals will NOT be considered.

**PROPOSALS MUST BE RECEIVED BY  
4:00 p.m. CST – Thursday, November 12, 2009**

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## Attachments

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Attachment B: Respondent Offer - Signature and Certification Form	12
Attachment C-1: Guide to Preparing Reference List and Survey of Past Performance Forms	13
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Attachment E: Firm Background and Qualifications	17
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**I.**  
**OVERVIEW OF PROCESS**  
**AND GENERAL INSTRUCTIONS**

Carefully read the information contained in this RFP and email a complete response to all requirements, specifications and directions.

**REQUIRED PRE-PROPOSAL MEETING**

- Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events at Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The RFP process will be reviewed followed by a question and answer session. Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

**QUESTIONS AND INQUIRIES**

- Questions will be answered about the RFP at the Pre-proposal Meeting, and by email to the designated contact for the RFP until the date noted in the Tentative Schedule of Events. Responses to written questions which involve an interpretation or change to this RFP will be issued in writing by addendum and e-mailed to all parties recorded by the City as having received a copy of this RFP and attended the Proposal Meeting. All such addenda issued by the City prior to the time that proposals are received shall be considered part of the RFP.
- Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

**TENTATIVE SCHEDULE OF EVENTS**

- Be advised that these dates are subject to change as the City deems necessary.

RFP Issue Date:	October 9
Required Pre-proposal Meeting:	1:00 p.m., October 20
Questions accepted about the RFP until:	October 27
Proposals Due:	4:00 p.m., November 12
Interviews:	November 19 & 20
Council Meeting Date of Award:	December 7

**EVALUATION CRITERIA**

- The Respondent selected for an award will be the Respondent whose proposal is responsive, responsible and the most advantageous to the City, as determined by the City in its sole discretion. The City intends to award a contract, subject to the terms of this RFP, to the best overall valued firm. Firms will be prioritized based on fees, past performance, interview of the firm, current performance capability, risk assessment and value added, and other criteria as outlined in this document. The City anticipates that all firms will have a fair and reasonable opportunity to provide service.

- Evaluation criteria will be weighed according to the following categories:

CATEGORY	WEIGHT	CRITERIA
Fees	25 %	Proposal (Attachment A)
Past Performance	25 %	Surveys of Past Performance (Attachment C2)
Interview	25 %	
Background and Qualifications	20 %	Background/Qualifications (Attachment E)
Risk Assessment -Value Added	5%	Background/Qualifications (Item #12, Attachment E)

- The City reserves the right to add/delete/modify criteria or times, via an addendum, if it is in the City’s best interest, as determined by the City in its sole discretion.

**ISSUANCE OF RFP AND AWARD PROCESS**

- Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract or to re-solicit proposals or to temporarily or permanently abandon the procurement.

**PROPOSAL SUBMISSION**

- Email a pdf of the signed Proposal, clearly stating the Subject:  
 “Statement of Qualifications and Proposal for Legal Services for Prosecuting Attorney”  
 to:

[margaret.driscoll@ci.roseville.mn.us](mailto:margaret.driscoll@ci.roseville.mn.us)

Do not submit proposals to any other person or location by any other method.

Note: Proposal will include:

- **Signed** Respondent Proposal (Attachment A)
- **Signed** Respondent Offer - Signature and Certification Form (Attachment B)
- **Signed** Client Surveys of Past Performance (Attachment C-2)
- Reference List (Attachment D)
- Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

**PROPOSALS MUST BE RECEIVED BY  
 4:00 p.m. CST – Thursday, November 12, 2009**

- **LATE SUBMISSION:** Late submissions will not be considered.
- **UNSIGNED SUBMISSIONS:** The Respondent’s Proposal (Attachment A) and Offer Signature and Certification Form (Attachment B) must be signed by an authorized representative of your company. Unsigned submissions WILL NOT be considered.

## **OWNERSHIP OF PROPOSAL**

- All materials submitted in response to this request become the property of the City and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.

## **RELEASE OF CLAIMS, LIABILITY, AND PREPARATION EXPENSES**

- Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim or damages or other liability arising out of the RFP and award process.

## **PUBLIC PROPOSAL OPENING**

- The City will open the Proposals on the Proposal Due Date and Time indicated. Respondents may attend the proposal opening. Names of the Respondents will be made public at the opening.

## **DURATION OF RESPONDENT'S OFFER**

- The proposal constitutes an offer by the Respondent that shall remain open and irrevocable for the period specified on the Proposal (Attachment A) and Respondent's Offer – Signature and Certification Form (Attachment B).

## **ERRORS IN PROPOSALS**

- The City shall not be liable for any errors in the Respondent's proposal. No modifications to the proposal shall be accepted from the Respondent after the Submittal Date and Time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

## **WITHDRAWING PROPOSALS**

- Respondents may withdraw their proposal at any time prior to the Submittal Date and Time by submitting a written request to the Contact for RFP Inquiries indicated on the Submittal Guidelines Page (Page 2). The written request must be signed by an authorized representative of the Respondent. The respondent may submit another proposal at any time prior to the Submittal Date and Time. No proposal may be withdrawn after the Submittal Date and Time without approval by the City. Such approval shall be based on the Respondent's submittal, in writing, of a reason acceptable to the City in its sole discretion.

## **ADDENDUMS**

- The City reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued such addenda shall be issued by the City prior to the time that proposals are received and shall be considered part of the RFP.

## **INTERVIEW**

- Finalists will be required to participate in an interview on the date specified in the Tentative Schedule of Events. Each Respondent should be prepared to discuss and substantiate any area of its proposal, its own proposals for the services required, and any other area of interest relevant to its proposal.

## **RESPONSIBLE PROPOSERS (RESPONDENTS)**

- The City reserves the right to award project contracts only to the responsible respondents. Responsible respondents are defined as firms that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The City's determination of whether a Respondent is a responsible respondent is at the City's sole discretion.

## **NOTIFICATION OF AWARD**

- If the City makes an award as a result of this RFP process, the City will deliver to the selected Respondent a notice of selection. The resulting legal services contract shall consist of (but not limited to):
  - a. The terms, conditions, specifications, and requirements of this RFP and its attachments;
  - b. Any addenda issued by the City pursuant to this RFP;
  - c. All representations (including, but not limited to, representations as to performance, and financial terms) made by the Respondent in its proposal and during any interview(s), or meeting(s) with the City;
  - d. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal; and
  - e. Annual performance evaluation criteria.

**II.**  
**LEGAL SERVICE REQUIREMENTS**  
**PROSECUTING ATTORNEY**

The firm will be expected to perform all requirements listed in this proposal. Following are the minimum requirements to be included in the retainer:

1. Represent and prosecute all criminal law matters within the City's jurisdiction, included but not limited to scheduling, coordinating officer appearances, reviewing all criminal cases presented for purposes of prosecution, determine technical compliance with criminal code and other state statutes, writing complaints, making recommendations to the Court for alternatives to prosecution where appropriate.
2. Act as a resource to the Police Department in the development of criminal cases and provide training sessions for Police staff as needed.
3. Timely preparation and pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.
4. Process and present forfeiture cases on behalf of Police Department.
5. Draft and review ordinances, resolutions, and correspondence, as requested.
6. Advise Mayor, Council Members, City Manager, Department Heads and other staff on City legal matters.
7. Represent City in matters related to the enforcement of City building and zoning codes.
8. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
9. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.

**III.**  
**INSTRUCTIONS AND EXAMPLES**  
**CREATING AND SUBMITTING**  
**PAST PERFORMANCE SURVEY**

1. All firms must create a list of clients that will evaluate their past performance. This will be referred to as a “Reference List”.
2. The Reference List should include the firm’s past and present clients. Credit will be given to firms with more high performing surveys from different individuals.
3. The maximum number of client references that will be given credit for is twenty-five for each firm. The minimum number client references that will be given credit for is one.
4. The Reference List must include the following:  
*(If you do not submit all required information, there will be no credit given for the reference.)*

SURVEY ID CODE	A unique, City assigned number for each client
CLIENT NAME	Name of the firm
MAILING ADDRESS	Current mailing address of the firm
CONTACT NAME	Name of the person who will answer customer satisfaction questions
PHONE NUMBER	Current phone number for the reference (including area code)
EMAIL ADDRESS	Current e-mail address for person who will answer customer satisfaction questions

The data in the reference list must be complete, accurate and submitted in complete form.  
*(The format of the file is shown below – See Attachment D)*

SURVEY ID CODE City Assigned	CLIENT NAME	MAILING ADDRESS	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
1	City of _____	111 Main Street City State 55555	Ben Johnson	651-111-1111	Cityof@city.com
2	City of _____	222 Main Street Oakdale MN 55222	Sam Brown	651-222-2222	Cityof@city.com
3	City of _____	333 Main Street Stillwater MN 55333	Jim Freed	651-333-3333	Cityof@city.com

The firm is responsible for verifying that their information is accurate prior to submission.

The reference list must contain different clients.

## **PREPARING THE SURVEYS**

- a. After a “Reference List” is completed, the firm will be required to:
  - a. Prepare a Survey of Past Performance for each of their clients (on the reference list)
  - b. Send the Survey to their clients
  - c. Receive the Surveys from their clients
  - d. Submit the completed Surveys with their RFP to the City of Roseville
- b. The Firm should also modify the return information at the bottom of the survey with a contact person and an accurate e-mail address. Remember, the survey will be sent from your client to your firm (so you must enter a valid e-mail address).
- c. All returned surveys MUST be evaluated and signed by the client. If a survey is not signed, it will NOT be counted.
- d. Each firm is responsible for making sure that their clients receive the survey, complete the survey, and return the survey back to the firm.
- e. All of the returned surveys must be packaged together and submitted with your RFP. The scores of the submitted surveys will be used to compile the average Past Performance Information.
- f. The City of Roseville may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.

Attachment A  
**RESPONDENT PROPOSAL**  
**2010 – 2012 CONTRACT**

The firm hereby proposes to provide legal services as specified at the rates shown below. Proposals may not be withdrawn within 90 days after the deadline for submission.

<b>Retainer:</b>	Per Year
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

<b>Non-Retainer</b>	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

<b>Paralegal/Law Clerk</b>	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

**Other Fees Charged:**

**Retainer and Non-Retainer Billing Practices:**

Percentage of an hour billed: \_\_\_\_\_%

Percentage of an hour charged for a phone call where only voicemail is left: \_\_\_\_\_%

Typical percentage of an hour charged for a three minute phone call: \_\_\_\_\_%

**Process for challenging bills:**

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*

Firm:
Contact:
Telephone:
E-mail:
Address:
City/State/Zip:
Authorized Signature
X _____ Date _____
Name and Title:

Attachment B

RESPONDENT OFFER – SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the services described herein at the prices quoted in the Respondent's Proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Respondent also certifies:

1. Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from the Submittal Date and Time shown in the Submittal Guidelines (Page 2) of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable firm engaged in providing legal services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts all terms and conditions of this RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The Respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful Respondent.
6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Roseville, or any of their respective agencies.
7. It shall be bound by all statements, representations, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
8. Submission of a proposal indicates the Respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*

Authorized Signature: **X**

Name (type or print):

Title (type or print):

Date:

Attachment C-1  
GUIDE TO PREPARING  
REFERENCE LIST  
and  
SURVEY of PAST PERFORMANCE  
FORMS

**OVERVIEW**

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. This information will be used to assist the City in selecting the best overall valued firm for Prosecuting Attorney.

To assist the City in identifying the highest past performance of a firm, the following process will be used:

1. The firm will prepare a Reference List of clients that will be sent a Survey of Past Performance.
2. The firm will prepare Surveys of Past Performance and send to their past and present clients.
3. The clients will complete the Survey of Past Performance and send back to the firm.
4. The firm will compile all of the Surveys of Past Performance and submit the surveys and Reference List with their RFP.
5. The ratings will then be averaged together to obtain the firm's past performance rating.

Attachment C-2  
**SURVEY of PAST PERFORMANCE**

To: \_\_\_\_\_ Survey ID Code: \_\_\_\_\_  
*(Client) (Name of person completing survey) (City Assigned)*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*

Subject: Past Performance of: \_\_\_\_\_  
*(Name of Firm)*  
 \_\_\_\_\_  
*(Name of Individuals)*

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. The firm/individual listed above has listed you as a client for whom they have provided legal service. We would appreciate your taking the time to complete this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please write “not applicable.”

	<b>CRITERIA</b>	<b>OVERALL RATING</b> (1-10)
1.	<b>Analysis</b> <ul style="list-style-type: none"> <li>○ Critical issues are typically and appropriately identified.</li> <li>○ Questions are clearly answered.</li> <li>○ The analysis identifies other related issues implicated in the question asked, even if not directly identified by the original request for advice.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>
2.	<b>Advice</b> <ul style="list-style-type: none"> <li>○ Advice is practical and not merely theoretical.</li> <li>○ Advice is politically astute.</li> <li>○ Advice is legally accurate, as evidenced by it being upheld by the Courts upon challenge.</li> <li>○ Advice is proactive – it identifies City issues in Code interpretation and/or missing authority.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>
3.	<b>Written Product</b> <ul style="list-style-type: none"> <li>○ Product is easily read.</li> <li>○ Issues are correctly identified and the answers are easily discerned from the letter/opinion.</li> <li>○ The length of the response is appropriate to the question asked.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>
4.	<b>Timeliness of Response</b> <ul style="list-style-type: none"> <li>○ Responses are provided to meet client needs.</li> </ul>	<input style="width: 100%; height: 30px;" type="text"/>

**CRITERIA**

**OVERALL  
RATING  
(1-10)**

- 5. **Cost of Retainer Work**
  - Monthly billings are received against the retainer.
  - Billings appropriately reflect what was done and by whom.
  - Billed amounts are appropriate for the complexity of the task.
  - Billings do not show charges for more than one attorney at meetings or doing research on the same topic.
  - The Attorney provides savings to the client by sharing its advice generated for another client.
  
- 6. **Cost of Non-Retainer Work**
  - Cost is appropriate to the product.
  - There is an appropriate use of lower rate associates.
  - Monthly non-retainer billings appropriately reflect what was done and by whom.
  - Billed amounts are appropriate for the complexity of the task.
  - Billings do not show charges for more than one attorney at meetings or doing research on the same topic.
  - The Attorney provides savings to the client by sharing its advice generated for another client.
  
- 7. **Attitude**
  - There is team spirit attitude.
  - There is a willingness to meet short timelines without complaint.
  - The firm establishes and maintains an image of the City to the community that represents service, vitality and professionalism.
  
- 8. **Public Presence**
  - Participation in meetings with outsiders is handled properly.
  - Demeanor and persona at Council/Commission meetings is proper.
  - The amount of participation at Council/Commission meetings is appropriate and within levels of expectation.
  - Advice in meetings stays within the bounds of legal advice and does not stray into policy matters.
  
- 9. **Relationship with City Staff**
  - There is effective communication, both verbal and written with City Staff.
  - The firm maintains availability.
  - The firm organizes materials for presentations, either verbally or written, in the most concise, clear and comprehensive manner possible.
  
- 10. **Intergovernmental Relations**
  - There is awareness of developments and plans of other jurisdictions that may relate to or affect City government.
  - The City Attorney maintains knowledge of new federal and state laws and proposed legislation in relation to City services, and assists with development of city policies in response to such changes.

Authorized Signature: X

Date:

Please return this survey to:

Please return by:

*Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.*



Attachment E  
FIRM BACKGROUND AND QUALIFICATIONS

1. Number of attorneys, including number of partners and associates and areas of specialty:

2. Support personnel - number and expertise:

3. Current office operating system, PC or Mac?

Maximum size of email attachments accepted?

If a legal document such as a Memorandum of Understanding is modified during the course of council discussion. What would you do to provide a revised document to members before the Council votes on the revised document?

4. Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board:

5. Total of 2008 billings for municipal work as a percentage of total 2008 billings:

6. Description of malpractice/liability insurance coverage:  
*Note: Copy of Certificate (\$1M minimum) required with RFP*

Carrier

Limits

Exemptions

7. Background information of the specific attorney who will serve as the lead attorney and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

8. Background information of the attorney who will serve in the lead attorney's absence and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

9. Current responsibilities of person designated to serve as lead attorney:

10. Do any of your current clients present a Conflict of Interest?

11. Description of firm's view of their responsibilities to the City in the provision of legal services:

12. Risk Assessment-Value Added (RAVA) Plan

The RAVA Plan provides the firm with an opportunity to provide information that justifies not awarding to the firm with the lowest proposal.

Explain how the firm will avoid or minimize risks:

Propose any contract options that could increase the value (expectation or quality) of firm's proposal:

## Attachment F

### CONTRACT TERMS and CONDITIONS

The following clauses will be included in any contract between the City of Roseville and the firm that has been chosen to provide legal services described herein and in the firm's proposal. Firms shall clearly identify any proposed deviations from these Contract Terms and Conditions in their proposal response:

- **CONTRACT LENGTH**

This contract shall be effective from January 2010 through December 2012. This contract may be canceled by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes. In the event of termination of the contract, there shall be no further obligation on the part of the City to the firm save and except for payment of sums due and owing for expenses and work incurred by the firm to the date of termination as set forth in this agreement.

- **INDEMNIFICATION**

The firm shall defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the firm's (including its officials, agents) performance of the duties required under the contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or misconduct of the firm.

- **INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the contractor's as the agents, representatives, or employees of the City for any purpose or in any manner whatsoever. The firm and its staff are to be and shall remain an independent contractor with respect to all services performed under this contract. The contractor represents that it has or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the firm or other persons while engaged in the performance of any work or services required by the firm under this contract shall have no contractual relationship with the City and shall not be considered employees of the City. Any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation, claims of discrimination against the firm, its officers, agents, contractors, or employees shall in no way be the responsibility of the City; and the firm shall defend, indemnify, and hold the City, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability, severance pay, and PERA.

- **LAWS**

During the performance of this contract the firm will be governed by all laws of the State of Minnesota and will comply with all applicable local, state, and federal laws, rules, and regulations, including but not limited to:

- Non-Discrimination
- Human Rights
- ADA
- Data Practices

- **SUBLET/ASSIGN**

The contract shall not be assignable except at the written consent of the City.

- **MEDIATION**

The City and the firm agree to submit all claims, disputes, and other matters in question between the parties arising out of or relating to this contract to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

- **TERMINATION**

The contract may be terminated by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes.