



**REQUEST FOR PROPOSAL
TO PROVIDE
LEGAL SERVICES
TO THE
BRUNSWICK-GLYNN COUNTY
JOINT WATER AND SEWER COMMISSION**

Office of the Director of Procurement

Issued February 26, 2015

Submission Due by 12:00 Noon, EST on March 18, 2015 to:

**Drexal D. Paulk, Sr., Director of Procurement
Joint Water and Sewer Commission
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520
(912) 261-7127
dpaulk@bgjwsc.org**

**Please Label Submission with Firm's Name and Address and "Sealed
Proposal - Legal Services"**

I. INTRODUCTION:

The Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) is soliciting a (Sealed) Request for Proposal (RFP) from law firms qualified in public utilities, Georgia State, and Federal Law to provide comprehensive legal services to a government enterprise providing water and sewer services to the city of Brunswick and Glynn County Georgia. The law firm selected will perform all JWSC legal services except where conflicts of interest may arise. The law firms proposing to perform this contract, if awarded, have many options for the type contract for providing legal services. Law firms may propose a hourly rate type contract with a pricing schedule; a monthly flat fee for rendering required services pricing schedule for litigations and other services. The contract period is for one year and four option years from the date services commence. The JWSC does not have any in house legal capability. In the fiscal year ended June 30, 2014 the JWSC required approximately 1000 attorney hours and 80 paralegal hours to accomplish required legal services. Legal tasks are defined in the Scope of Work.

Law Firms are required to read and understand all information contained within this entire proposal package. By responding to this RFP, the Law Firm agrees to have read and understood this document.

II. BACKGROUND:

The Georgia General Assembly passed legislation to create the Brunswick-Glynn County Joint Water and Sewer Commission as a body corporate and politic and a public corporation, but, one that would be governed locally (Act 485, GA.L. 2006, p. 3661). The legislation was signed by the Governor on April 19, 2006. The JWSC began operations on January 1, 2008. In June 2010, the JWSC issued its Series 2010C Revenue Bonds and took title to the water and sewer enterprise fund assets of the City of Brunswick and Glynn County. The JWSC provides potable water and wastewater treatment to approximately 28,000 customers.

III. SINGLE AWARD:

With this solicitation, JWSC intends to award one contract and does not anticipate award to multiple law firms.

IV. SOLICITATION OBJECTIVES:

The JWSC expects to achieve the following outcomes through a new contract agreement:

1. A professional legal team highly skilled in public utilities, Georgia State, and Federal Law performing the essential legal work required to support the operations of the JWSC.

2. A professional legal team at current market pricing for such services.
3. A contract providing timely responsive legal support to the JWSC.

V. SCOPE OF WORK:

1. Providing legal consulting to the Commissioners, the Executive Director and the Executive Director's immediate staff.
2. Attending regularly scheduled Commission meetings and ad hoc meetings as requested.
3. Researching the law and rendering written legal opinions on issues affecting JWSC.
4. Performing any required JWSC litigation.
5. Drafting correspondence regarding legal matters.
6. Reviewing staff correspondence, documents, contracts upon request for legal sufficiency.
7. Being available by telephone or in person to act as legal advisor to represent and supply legal advice and instruction to the JWSC in all legal matters as deemed necessary or requested.
8. Giving legal advice in sale or purchase of JWSC property, street, easements, lot splits and special assessments when requested.
9. Providing legal assistance in the drafting and reviewing legal documents, policies, rules, regulations, legal notices and advertisements, and other legal or quasi-legal documents upon request..
10. Upon request ensure compliance with appropriate federal and state laws and JWSC policies, rules and regulations.

VI. PRE-PROPOSAL CONFERENCE There will be no pre – proposal conference.

VII. CLARIFICATION:

1. Proposers may submit requests for clarification and interpretations regarding the RFP in writing or via email for the JWSC's consideration. The JWSC will not respond to requests received after **March 10, 2015 at 5:00 PM EST**. Proposers are advised that this Section places no obligation on the part of the JWSC to respond to any or all requests for clarification or interpretation, and that the JWSC's failure to respond will not relive the proposer of any obligations or conditions required by this RFP.

2. Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter or email) to the Director of Procurement of the JWSC, at the Gloucester Street address, above, or by email to dpaulk@bjjwsc.org. **ANY CONTACT WITH A DEPARTMENT HEAD, COMMISSIONER, ANY EMPLOYEE OR REPRESENTATIVE OF THE JWSC DURING THE OPEN SOLICITATION PHASE SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE.** Contact with staff or any JWSC representative will only be permitted if you or your firm have an active contract in place with JWSC.
3. All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP to all persons registered with the JWSC to have received a copy of the RFP. Each addenda issued will be numbered consecutively and constitute a part of this RFP. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the RFP Submission Date.

VIII. SUBMITTAL INSTRUCTIONS: The Law Firm must carefully examine the requirements and conditions expressed in this document and become fully informed as to the quality and character of the information requested.

1. Original and Copies:

- a. The Submission Packet is to include **one (1) unbound original and three (3) bound copies.**
- b. Each Submission Packet is to be bound and shall not exceed twenty (20) pages, on of 8 1/4-inch by 11-inch printed on both sides, no larger than a 12 pt. font). The twenty (20) page requirement does not include the front cover, Exhibits or back cover of the document.
- c. **One electronic copy of all documents either on a CD or USB Flash Drive. Electronic submission should be compatible with software currently being used by JWSC (i.e. Microsoft based or Adobe PDF)**

2. Delivery: Sealed proposals for Legal Services must be received by the Brunswick-Glynn County Joint Water and Sewer Commission by **12:00 p.m. (noon) March 18, 2015** at:

**Brunswick-Glynn County Joint Water and Sewer Commission
Office of the Director of Procurement
700 Gloucester Street, Suite 300
Brunswick, Georgia 31520**

A proposal received after 12:00 p.m. (noon) March 18, 2015 shall be deemed non-responsive and returned unopened.

IX. SUBMITTALS: Law firms submitting proposals shall submit the following information:

1. Law Firm Information containing:

- a. The names and business addresses of each of the law firm's officers, directors, affiliates and other employees, agents or representatives?
- b. The proposed names of attorneys to perform and supervise performance of the legal tasks of the contract, with their years of experience in public utility legal counsel and litigation experience.
- c. The number of years has the law firm been in the business in its present name providing the requested professional services.
- d. Other geographical areas to which the firm provides similar legal services.
- e. The years of experience the law firm has in delivering the requested service.
- f. Other services the law firm provides.
- g. Certifications the firm possesses.
- h. The current number of attorneys, paralegals and other employees working for the law firm and the firm's local service capacity.
- i. The employee turnover rate for your firm in the three years.
- j. The name of the person responsible for administering the contract, if awarded including the person's title, telephone number, address and Internet E-Mail address.
- k. State whether any of the following events have occurred in the last five (5) years with respect to the law firm. If any answer is yes, explain fully the following.

- l. Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against the law firm, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of your law firm.
 - m. Whether the law firm was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining the law firm from engaging in any type of business practice or otherwise eliminating any type of business practice.
 - n. Whether the law firm was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to the law firm or any of its employees. If so, please explain fully.
 - o. State whether any employee, agent or representative of the law firm, who is or will be directly involved within the last five (5) years a direct or indirect business relationship (to the best of your knowledge and belief) with any elected or appointed JWSC official or with any JWSC employee, and fully describe such business relationship.
 - p. State whether the law firm has had a contract terminated due to the quality of its work and, if so, explain the circumstances.
1. Performance of The Contract: Provide a statement explaining the law firms approach to performing the contract including the names of attorneys and paralegals performing tasks contained within the scope of work. State if new employees must be hired and the number to be hired to accomplish the contract.
 2. Resumes: Provide resumes of all attorneys and paralegals the firm will use to perform the work required by JWSC. Resumes should emphasize work performed for public utilities that is similar in nature to the work required by JWSC.
 3. Verification of Licensure: Provide copies of all licenses of attorneys that are in good standing with the Georgia Bar Association.
 4. References: Prepare, complete and submit the enclosed schedule of "Business References" marked Emphasis should be placed on possessing previous experience and special knowledge of the requirements in the area public utility legal consulting and litigation.
 5. Proposed Contract: The law firm will submit its proposed contract between Brunswick-Glynn County Joint Water Sewer Commission and the law firm. This proposed contract shall contain provisions meeting the requirements of this Request for Proposal.

7. Fee Proposal: Prepare and complete and submit "Fee Proposal" (Exhibit "C"). The hourly blended billing rate for the position. The anticipated monthly number of hours to be billed for the position fulfilling JWSC requirements.
8. Exhibits: All submittal must contain fully completed Exhibits "A", "B", "C" and "D".

X. DETERMINATION OF SUCCESSFUL LAW FIRM:

1. The contract will be awarded based on Best Value as determined by Brunswick Joint Water Sewer Commission; if awarded.
2. The determination of the Best Value is based on qualifications of the firm, attorneys, and paralegals assigned for delivery of legal services to JWSC; experience of the firm and assigned lawyers in providing legal services to municipalities and utilities, pricing schedule for delivery of services.
3. Factors concerning whether the law firm has submitted a complete proposal without irregularities, excisions, or special conditions. Failure to conform to the minimum requirements may result in a determination that the proposal is nonresponsive.
4. The decision for selecting a company will be made by an "Evaluation Committee", which will use the criteria listed below:

Schedule of Scoring Criteria Maximum 100 Points

No	Description of Items	Points
I	Qualifications of the law firm and staff with any special recognition or certifications held.	20 Pts.
II	The evaluation of the proposed contract and the specific services to be offered and the experience of the main attorney representing JWSC.	15 Pts.
III	Evaluation of the specific experience of the firm of each item listed in Exhibit "D"	30 Pts.
IV	Proposed pricing method	30 Pts.
V.	Local office of representing counsel	5 Pts.

SCORING CRITERIA

- a. **Qualifications (20 Points):** This criterion measures the qualities of the law firm and personnel proposed to perform the legal tasks in the scope of the work to ensure the legal professionals assigned have the education, training and certifications necessary to support BCGJWSC.
- b. **Experience (15 Points):** The Senior or Lead Attorney for performing BGCJWSC tasks must possess a minimum of five (5) years of demonstrated successful legal consultant services to Georgia public utilities. Other proposed personnel should have experience providing similar services to Georgia public utilities. Competition will focus on a firms and its proposed personnel previous experience in providing similar services to Georgia public utilities.
- c. **Proposed Contract (30 Points):** The proposed contract between JWSC and the law firm should be simple yet meet all the requirements of the Request for Proposal and be beneficial to BCGJWSC. Evaluation of the specific areas of practice in Exhibit "D".
- d. **Pricing (30 Points):** This criterion measures the Law Firm's overall understanding towards submitting a proposal bid outlining the expenses for the delivery of requested services.
- e. **Local Office (5):** This section is evaluating the local presence "Glynn County or the city of Brunswick"

5. SELECTION PROCESS:

- a. Each member of the "Evaluation Committee" will read, review, evaluate and score each submitted RFP submission packet on the items contained in Scoring Criteria.
- b. The "Evaluation Committee" will be responsible for reviewing all RFP submission packets. The three (3) highest scoring firms [MAXIMUM 100 pts.] will be requested to come in for an on-site interview in order to select one firm for recommendation to the Board of Commissioners for approval.
- c. The Board of Commissioners possesses final approval authority.

XI. CONTRACT REQUIREMENTS:

1. SATISFACTORY WORK: Any work found to be in any way defective or

2. PRICING:

- a. All prices, costs, and conditions outlined in this "RFP" shall remain fixed and valid for acceptance for ninety (90) calendar days starting on the due date of the proposal.
 - b. Prices will remain firm for the duration of the contract and option years. The contract pricing quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with the type contract bid.
- 3. PAYMENT:** The law firm will be paid monthly based on a short synopsis and hours charged for work performed and a by name summary billing total for hours worked at the contract labor rate and any required additional services or materials for performing services. No partial payments will be made.
- 4. PAYMENT TERM:** It is understood and agreed by the law firm that the JWSC's payment terms shall be fifteen (15) days from the receipt of invoice or orders received complete, whichever is later.
- 5. PAYMENT WITHHELD:** The JWSC withholds payment to such extent as may be necessary to protect the JWSC from loss due to:
- a. Defective or incomplete work not corrected.
 - b. Claims filed or reasonable evidence indicating probable filing of claims.
- 6. WORKMANSHIP:** It is the intention of the JWSC to require for the highest level of quality in service compatible with standard price, trained, qualified and experienced consultants shall perform all service.
- 7. NOTICES TO JWSC:** All notices, reports and information from the law firm or the law firm's representatives or employees shall be directed to the JWSC.
- 8. FAILURE TO PERFORM SATISFACTORILY:** It is agreed and understood that if the Law Firm fails to perform the work as specified herein, the JWSC may:
- a. Consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors.
 - b. Have such required work done by the law firm's personnel or otherwise, and charge the cost thereof to the law firm. Those discrepancies and

deficiencies in the work that remains uncorrected after the deadline date for correction may be the necessary justification for a billing adjustment in the month following the occurrence.

9. **CANCELLATION OF CONTRACT:** Whenever in the opinion of the JWSC's representative said service is not satisfactory, the law firm shall be advised of

the reasons in writing. If the law firm fails to correct unsatisfactory conditions within 24 hours, the JWSC's representative may declare the contract terminated and so advise the law firm in writing. The JWSC may then contract with another law firm in any manner elected.

10. TERMINATION OF CONTRACT:

- a. The JWSC may terminate the Contract without cause at any time at its sole discretion by delivering a thirty (30) day written notice to the law firm via electronic mail or certified U.S. Mail.
- b. If for any reason the successful law firm fails to fulfill any of the requirements of the Contract, the JWSC shall have the right to terminate the Contract with cause with three days written notice to the vendor and to then contract and negotiate for the services with another law firm.

XII. INSURANCE REQUIREMENTS:

1. The law firm shall at all times during the Contract maintain in full force and effect Workmen's Compensation, Professional Errors and Omissions Insurance. All insurance shall be by insurers, or a self-insurance plan, acceptable to the JWSC and before commencement of work hereunder. The firm agrees to furnish the JWSC certificates of insurance or other evidence satisfactory to the JWSC to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

The certificates shall also name the JWSC as an additional insured.

5. For the purpose of the Contract, the Law Firm shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Workmen's Compensation	Statutory
Errors and Omissions	\$1,000,000 each occurrence

The law firm shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Contract Documents. Failure to keep in full force, current and in effect the insurance policies set forth above constitutes a material breach of the Contract by the consultant.

9. If any of the above coverages expire during the term of this contract, the successful consultant shall deliver renewal certificates and/or policies to the JWSC at least ten-days prior to the expiration date.
10. If applicable, the law firm shall require Certificates of Insurance from sub-contractors. Sub-contractors will carry limits of insurance equal to or greater than those carried by the Law Firm. These certificates shall evidence waivers of subrogation in favor of the law firm consultant and the JWSC, and shall be made available to the JWSC upon request.
11. The law firm selected insurers must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore; all bid, performance aid payment bonds must be a U.S. Treasury Circular 570 listed company.
12. If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the JWSC, written notification shall be mailed by the JWSC to the law firm who shall promptly obtain a new policy or bond issued by an insurer acceptable to the JWSC, and shall submit evidence of the same to the JWSC as required herei

XIII. Equal Opportunity:

1. The law firm shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, or disability. The law firm will take affirmative action to ensure applicants are employed, and that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, or disability.
2. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) pay rates or other forms of compensation and (8) selection for training, including apprenticeship. The JWSC fully encourages the participation of qualified minority and female-owned business firms with respect to the project.

XIV. Other Information:

1. **CONFLICT OF INTEREST:** Prior to entering into a contract, the law firm shall provide assurances that potential conflicts have been disclosed and discussed with other existing clients of the law firm.
2. **REJECTION:** The JWSC reserves the right to reject any and all submittals or parts thereof and to reissue this Request for Proposal. In addition, the "Department" does not guarantee that a contract will be awarded, as a result of this Request for Proposal.
3. **PROPOSAL COST:** All costs associated with the preparation and submission of the "Request for Proposal" submission packet shall be borne solely at the expense of the law firm. The JWSC shall not, be responsible for any costs or expense incurred by the law firm for the preparation of the RFP Submission Packet.
4. **EXAMINATION OF DOCUMENTS:** The law firm is responsible for making all necessary examinations and reviews of the documents relating to consulting service. Failure to do so will not act to relieve any requirement of the

agreement or the conditions. The submission of a proposal shall be considered conclusive evidence that the law firm has made the appropriate examinations.

6. **BINDING CONTRACT:** This "Request for Proposal" and the interview selection processes shall in no way be deemed to create a binding contract of agreement of any kind between the JWSC and the candidate and/or selected firm.
7. **JWSC RIGHTS:** The JWSC reserves the right in its sole discretion to waive informalities in a proposal, but is not required to do so.
8. **RESPONSIVE RESPONSE:** The RFP Submission Packet should be responsive to the each item in the specific range of issues elaborated in this "Request for Proposal". Submission of excessive "boilerplate" information is discouraged, and failure to address all required items or failure to submit all required documents will disqualify an RFP response from competition.

Proposers are cautioned that any documentation submitted with or in support of a proposal will become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential," or "Proprietary," or in any other manner will not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract.



Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of JWSC has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

PROPOSAL FOR SERVICES

The undersigned, being a duly authorized officer of the firm listed below, does hereby present this proposal for auditing services and expressly accepts, unless accepted on Exhibit "B," the terms specified in the Brunswick-Glynn County Joint Water and Sewer Commission's Request for Proposal, and said officer has ascertained the accuracy of the proposal before submitting it to the JWSC.

Further, the undersigned certifies the following:

(a) The proposal has been developed independent of all other proposers and has been submitted without collusion, agreement, understanding or any other course of action designed to limit competition with any other broker which provides or could provide the services described in the Request for Proposal;

(b) The firm has the resources and experience necessary for full performance of all services quoted in its proposal; and

(c) The firm is licensed by, and in good standing with, the Georgia Secretary of State Professional Licensing Board.

Respectfully Submitted,

By: _____
(Authorized Officer)

Type Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Facsimile: _____

(SEAL)

Attest by: _____
Its: _____

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT "B"

PROPOSAL EXCEPTION FORM

The firm wishes to take exceptions to the following items:

<u>Page</u>	<u>Item</u>	<u>Estimated Cost(s)</u>	<u>Explanation</u>
-------------	-------------	--------------------------	--------------------

IF THE FIRM DOES NOT WISH TO TAKE EXCEPTION TO ANY OF THE
TERMS IN THE RFP THEN PLEASE NOTE "No EXCEPTIONS."

EXHIBIT "C"

FEE PROPOSAL

OPTION 1:

RATE/HOUR

PARTNER _____

SR. COUNSEL _____

JR. COUNSEL _____

PARALEGAL _____

ADMINISTRATIVE ASSISTANT _____

OPTION 2: FLAT MONTHLY FEE

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL

EXHIBIT "D"

LEGAL EXPERIENCE

From the list below please identify all applicable areas in which you or your firm have litigated or provided counsel. Please write a brief synopsis of this experience, which shall include the number of years practiced, in each area. Please limit your responses to three (3) paragraphs per response.

- ☐ A. Workers' Compensation
- ☐ B. Open Records Act
- ☐ C. Whistle Blower Actions
- ☐ D. Mediation
- ☐ E. Employment Law
- ☐ F. Eminent Domain/Condemnation Actions
- ☐ G. SPLOST
- ☐ H. Real Estate Title Work
- ☐ I. Fair Labor Standards Act
- ☐ J. OSHA
- ☐ K. Equal Pay Act
- ☐ L. Employment Discrimination
- ☐ M. Bankruptcy Law
- ☐ N. Economic Development
- ☐ O. Debt Collection
- ☐ P. State and Local Ordinances
- ☐ Q. Environmental and Natural Resources (EPD)
- ☐ R. EEOC
- ☐ S. FMLA
- ☐ T. State and Federal Labor Law
- ☐ U. Insurance – Policies and Claims
- ☐ V. Water and sewer authorities/commissions and public utilities
- ☐ W. Appellate Work – State and Federal
- ☐ X. Litigation of Insurance Claims/Policies

Exhibit "D" cont.

_____ Y. A/E and Construction

_____ Z. Planning and Zoning – Building Codes and Land Use

THIS FORM MUST ACCOMPANY YOUR FORMAL PROPOSAL