

I. GENERAL INFORMATION.

A. **Purpose.** This Request for Proposal (RFP) is to contract for legal services to be provided to the Indianola Municipal Utilities (hereinafter referred to as “Utility”). The Utility is seeking law firms with extensive experience representing municipal entities in the areas of municipal law and government operations, utility law and operations, employment and labor law, construction law, contract preparation and review, public financing, and complex litigation.

B. **Who May Respond.** Only attorneys who are currently licensed to practice law in Iowa and maintain an office within 30 miles of Indianola, Iowa or in the Des Moines, metro area or law firms including such attorneys, may respond to this RFP.

C. Instructions on Proposal Submission.

1. **Closing Submission Date.** Proposals must be submitted no later than **5:00pm CST on March 25, 2022.**
2. **Inquiries.** Inquiries concerning this RFP should be sent by March 9, 2022 to:
Indianola Municipal Utilities
210 2nd Ave
Indianola, IA 50125
ATTN: Chris DesPlanques
3. **Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Proposer and will not be reimbursed by Utility.
4. **Instructions to Prospective Contractors.** Your proposal should be addressed as follows:

Indianola Municipal Utilities
210 2nd Ave
Indianola, IA 50125
ATTN: Chris DesPlanques

It is important that the proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

SEALED PROPOSAL for Legal Services
Firm Name and mailing address

It is the responsibility of the Proposer to ensure that the proposal is received by the Utility, by the date and time specified above. Late and unsealed proposals will not be considered.

5. **Right to Reject.** Utility reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
6. **Notification of Award.** It is expected that a decision selecting the successful Firm will be made approximately four (4) weeks after the closing date for the receipt of proposals. Upon conclusion of final negotiations regarding the successful proposal, all other Proposers will be informed, in writing, of the name of the successful Proposer.
7. **Initial Engagement.** It is expected that the engagement will be administered through a Legal Services Contract. The initial contract shall have a duration of five years with provisions for extension beyond the initial term. The contract and the terms of representation shall be reviewed and amended as needed at least every five years.

II. SCOPE OF SERVICES. Utility's use of legal services is focused on the following major subject areas outlined below. We seek strategic relationships that provide high quality and consistent service at a predictable cost. Commitment to diversity and the highest standards of ethics and business conduct are expected.

The Proposer shall be readily available to perform the following legal services:

- a. Attend monthly Board of Trustee meetings, and Committee meetings as necessary
- b. Review, draft, and negotiate contracts and leases
- c. Advise on legal issues related to Utility status
- d. Advise on individual labor and employment actions and lead employment litigation
- e. Advise on construction contracts and claims
- f. Drafting and/review for legal correctness and acceptability; legal documents, contracts, settlement agreements, severance agreements, releases, collective bargaining agreements and other legal drafting, as requested.
- g. Review personnel, fiscal and other policies, as well as Board policy manual
- h. Advise on government grant and contract issues
- i. Advise on responses to subpoenas, court orders, and requests for information from third parties
- j. Defend lawsuits, administrative claims, or other legal claims
- k. Conduct litigation as necessary
- l. Other legal services as needed

III. PROPOSAL CONTENTS. The Proposer, in its proposal, shall at a minimum, include the following:

- a. **Cover Letter.** Include a cover letter from a contact person who has authority to bind the firm contractually, giving his or her title. The letter must certify that all of the information contained in the submission is accurate and complete.
- b. **Firm Overview.** Provide a brief background of the firm, areas of practice, and number of attorneys employed. Identify the specific experience of the firm in the areas listed in the Scope of Work with emphasis on experience related to public sector entities, utilities and utility boards.
- c. **Qualifications.** Provide resumes of any attorneys who will be assigned the legal work and clearly designate the lead attorney responsible for the client relationship. Qualifications including education, position in firm, years and types of experience and continuing professional education will be considered. All assigned attorneys must be licensed in good standing to practice law in the state of Iowa.
- d. **References.** Provide addresses, phone numbers, and e-mail addresses of at least two (2) recent clients and one (1) former client as references. Utility may contact any other known clients, whether offered as references or otherwise, to obtain information that will assist Utility in evaluating the proposal.
- e. **Fee structure.** All fees should be clearly stated in the proposal and must remain in effect for a period of three (3) years. Fees for years four and five of the initial term and any extensions will be negotiated. List fees per hour for principal attorneys, other firm attorneys, and support personnel. Identify the minimum increment of time billed. Provide a schedule of reimbursable costs such as mileage and travel time. Provide information regarding the firm's willingness to accept alternative billing arrangements such as fixed fee, hourly rates, volume discount, blended hourly rate, dedicated attorney and incentive billing. Once the desired firm(s) has been identified, Utility reserves the right to negotiate additional terms and conditions, including hourly rates, or other method of compensation, with such firm(s).
- f. **Billing.** Provide information on the firm's billing procedures.
- g. **Terms of Representation.** Provide an example of the firm's standard terms of representation.
- h. **Conflicts.** Identify any current or potential conflicts of interest and indicate what procedures your firm would utilize to identify and resolve future conflicts of interest. It is of the utmost importance that no real or apparent conflict of interest exists between Proposer and Utility, including its officials and employees. Therefore, Proposer shall disclose in writing in its proposal any real or possible conflicts of interest which exists or may exist. In addition, the firm shall be responsible to promptly disclose to Utility any situations which may create

possible conflicts of interest during the term of the agreement so that appropriate action can be taken.

- i. **Additional Information.** Provide any other information that may be helpful in assessing the firm's ability to perform the work and in applying the evaluation criteria set out in the Request for Proposals.

IV. PROPOSAL EVALUATION

- A. **Submission of Proposals.** All proposals shall include one (1) original and five (5) copies.
- B. **Evaluation Procedure and Criteria.** Utility will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this Request for Proposals. Each proposal will be analyzed to determine the Proposer's overall responsiveness and qualifications under the Request for Proposals.

Utility may select all, some, or none of the Proposers for interviews. Utility may also request additional information, which may be used in the evaluation from all or some of the Proposers at any time prior to final approval of a selected Proposer. Final approval of a selected Proposer(s) is subject to the action of the Board of Trustees.

Utility will consider the following evaluation criteria, not necessarily listed in order of importance:

1. Qualifications and experience of the individual or firm in the areas listed in the Scope of Work, as well as experience in municipal and / or utility law issues.
 2. Qualifications, experience, knowledge and demonstrated competence of the assigned attorneys and the prior experience of the individual attorneys with respect to the Scope of Work.
 3. Capability and resources to handle the Utility's work.
 4. Responses from references and other contacts.
 5. Hourly rates for each class of personnel, expected out-of-pocket costs, discounts for multi-year commitments, hourly rates/fees for additional services and alternative billing measures offered.
 6. Additional factors, including but not limited to: local Des Moines metropolitan area presence, demonstration of special knowledge, experience or capabilities and any other significant items brought forward in the evaluation process and interview, if held, that may be of particular advantage to Utility.
 7. Interviews, if conducted.
- C. **Required Format for Proposals.** All proposals must follow the required format. Failure to follow the required format may result in disqualification of a proposal:

8. Page Limit: 15, including cover page

9. Attorney Qualifications section should be attached and is not included in the page limit
10. Page Size: 8 ½ x 11; portrait
11. Font Size: 12
12. Double-spaced
13. Margins: 1” minimum on the top, bottom, and sides of all pages
14. Do not use material in proposals dependent on color distinctions, animated electronics, etc.
15. Do not include attachments other than those requested or required by this RFP.

V. PROPOSAL TIMELINE.

During the period from your organization’s receipt of this Request for Proposals and until a contract is awarded, your organization shall not contact any employee of Utility for additional information except in writing directed to Chris DesPlanques at cdesplanques@indianolaiowa.gov.

VI. QUESTIONS.

Questions for the purpose of clarifying the RFP must be submitted by email and must be received no later than **March 9, 2022**. Questions must be emailed to Chris DesPlanques at cdesplanques@indianolaiowa.gov. Please note that submissions of questions for response do not in any way enhance or guarantee the chances of receiving a contract through this proposal. Utility is not required to respond to any query submitted but, if Utility does reply, may make your query as well as Utilities answer to it available to all known bidders.

VII. GENERAL INFORMATION.

- A. **Contract Award.** Utility reserves the right to award the contract in a manner deemed to be in the best interests of Utility.
- B. **Stability of Proposed Prices.** Any price offerings from Proposers must be valid for a period of 60 days from the due date of the proposals.
- C. **Amendment or Cancellation of the RFP.** Utility reserves the right to cancel, amend, modify, or otherwise change this RFP at any time if it deems it to be in the best interests of Utility.
- D. **Proposal Modifications.** No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by Utility. Utility, at its option, may seek Proposer retraction and clarification of any discrepancy or contradiction found during its review of proposals.
- E. **Proposer Presentation of Supporting Evidence.** Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that

Utility deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

- F. **Proposer Demonstration of Proposed Services.** Proposers must be able to confirm their ability to demonstrate the services they would provide.
- G. **Erroneous Awards.** Utility reserves the right to correct inaccurate awards. This includes revoking the awarding of a contract to a Proposer and subsequently awarding the contract to a different Proposer. Such action shall not constitute a breach of contract on the part of Utility because the contract with the initial Proposer will be deemed voided as if no contract were ever in place.
- H. **Ownership of Proposals.** All proposals shall become the property of Utility and will not be returned.
- I. **Ownership of Subsequent Products.** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of Utility unless otherwise stated in the contract.
- J. **Oral Agreement or Arrangements.** Any alleged oral agreements or arrangements made by Proposers with Utility will be disregarded in any proposal evaluation or associated award.
- K. **Not a Contract.** This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP serves only as the instrument through which proposals are solicited. Utility will pursue negotiations with the strongest proposal. If, for some reason, Utility and the initial Proposer fail to reach consensus on the issues relative to a contract, then Utility may commence contract negotiations with other Proposers. Utility may decide at any time to start the RFP process again. The selected Proposer will be required to sign a formal contract.
- L. **Subcontractors.** Utility must approve any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of Utility and that the Utility General Manager or designee may communicate directly with any subcontractor, as Utility deems necessary or appropriate. It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Proposer to Utility upon request. The successful Proposer must provide the majority of services described in the specifications.