

**County of Shenandoah
600 N. Main Street, Suite 102
Woodstock, VA 22664
September 2, 2015**

Request for Proposal

Request for Proposal #: 2015-007
Subject: Legal Services-County Attorney
Proposal Issuing Date: September 2, 2015
Proposal Submittal To: Evan L. Vass
Assistant County Administrator
600 N. Main Street, Suite 102
Woodstock, VA 22664

To Whom It May Concern:

Written proposals for the supply of the goods and services fully described in the enclosed contract specifications will be accepted until October 2, 2015 at 2:00 p.m. The outside of the envelope should be clearly marked "Shenandoah County RFP: County Attorney."

Proposals must be submitted in duplicate and prepared in conformance with the enclosed Proposal Information and Requirements. Failure to meet any standard set forth in the Proposal Information and Requirements may result in rejection of the proposal. The enclosed Proposal Information and Requirements is hereby incorporated in and made a part of this request by reference.

Any offeror shall be afforded the opportunity to inspect proposal records after evaluation and negotiation, unless the County elects not to accept any of the proposals and to reopen the subject RFP. Proposal records shall be open to the general public after award of contract.

The contract will be awarded after competitive negotiation.

Shenandoah County

Request for Proposals

#2015-007

County Attorney

Contract Specifications

Summary of Request

The Board of Supervisors of the County of Shenandoah Virginia seek proposals for the provision of legal services. Individuals or firms meeting the requirements of this RFP are invited to submit their credentials. The Board of Supervisors will analyze the respondents and select either an individual or firm to represent Shenandoah County as the County Attorney. As an appointment of the Board of Supervisors, the County Attorney serves at the pleasure of the governing body. However, it is proposed that the County Attorney's services and initial term of service be memorialized in the form of a contract set on mutually agreeable terms.

Shenandoah County Profile

Shenandoah County is a historic community comprised of 512 square miles and home to over 42,000 residents. Shenandoah County is governed by a six (6) member Board of Supervisors elected by districts on staggered four year terms. Shenandoah County is home to six (6) incorporated towns situated along U.S. 11 each with its own governing body and varying service levels. The County, however, provides many essential services to both town residents and non-town residents alike.

Shenandoah County through its staff and Constitutional Officers provides a variety of services including, but not limited to: zoning and code enforcement, parks and recreation, judicial services, law enforcement, fire and rescue, water/sewer utilities, solid waste disposal, revenue assessment and collections, economic development and general government administration. Inclusive of constitutional staff the County employs approximately 320 employees and has an annual operating budget of approximately \$60 million dollars. Note that the Shenandoah County Public Schools (SCPS) engages their own, separate legal counsel.

Outline of Services to be provided

The individual serving as the County Attorney works at the direction and under the general oversight of the Shenandoah County Board of Supervisors. The County Attorney is expected to provide legal counsel to the Board of Supervisors, county staff and Constitutional Officers of Shenandoah County. Specific work load and commitment of hours will vary based on the needs of the County.

Services to be provided shall include but are not limited to:

Attendance of all regular meetings of the Shenandoah County Board of Supervisors. The Board meets at 9:00 a.m. on the second Tuesday of the month and at 7:00 p.m. on the fourth Tuesday of the month. Attendance of other meetings of the Board of Supervisors or advisory bodies is

not anticipated. However, from time-to-time the County Attorney may be asked to attend special meetings of the Board of Supervisors or advisory boards or commissions.

Provide counseling on issues as they arise to the Shenandoah County Board of Supervisors and/or County Administrator and staff including Constitutional Officers where the consultation with Constitutional Officers does not conflict with interests or policies of the Board of Supervisors.

Prepare and/or review contracts, leases, easements, deeds and other legal instruments on behalf of the County.

Draft ordinances, resolutions and other legal documents.

Assist staff in the administration and compliance with public procurement and public financing.

Provide legal counsel to staff on human resource and personnel related matters.

Support staff in the interpretation and implementation of zoning and county code. Assist in the development of new and amended zoning, subdivision and county code as needed.

Keep the Board of Supervisors and senior staff apprised of changes to state and federal law, which potentially impacts Shenandoah County's government.

Litigating in all state and federal courts as required.

Appendix A to this RFP includes a graph depicting the Fiscal Year 2015 breakdown of work load by type. This is intended to be representative of the type of work the Shenandoah County Attorney was engaged in; however, workload will vary year-to-year.

Knowledge, Skills and Abilities

The County Attorney shall possess the following:

- Thorough knowledge of Virginia local government law, legal precedents, court cases and administrative regulations pertaining to, but not limited to: land use, taxation, contracts, real estate, public sector employment law, civil litigation, constitutional law and related regulatory laws pertaining to the local governments within the Commonwealth of Virginia.
- The ability to manage conflict in a professional, diplomatic and courteous manner.
- The ability to provide informed interpretation of Virginia State code and appropriate application of law as it pertains to local units of government within the Commonwealth.
- Exceptional written and oral communication skills.
- A demonstrated understanding of Shenandoah County.

Qualifications

The individual appointed either as a sole practitioner or a member of a law firm shall be a member of the Virginia State Bar. The candidate should possess at least ten years of experience as a practicing attorney in the Commonwealth of Virginia within the field of municipal

law. The candidate shall be a member in good standing of the Virginia State bar and have an active license to practice law within Commonwealth of Virginia. The candidate must be admitted to practice law in all Virginia Courts and applicable federal courts.

Term of Contract

It is the intent of the Shenandoah County Board of Supervisors to memorialize the relationship with the County Attorney in the form of a contract. The term of the contract shall be negotiated with selected offeror.

The offeror should propose specific payment terms and arrangements (e.g., hourly rate vs. retainer or a combination). During the negotiation phase Shenandoah County and the offeror will agree on a mutually agreeable payment arrangement and fee structure.

Submission Requirements

Name, education, experience of the individual.

Demonstrated areas of practice which illustrate candidate's ability to provide services in the areas identified in the knowledge, skills and abilities portion of the RFP.

Describe litigation experience involving the representation of local governments or political subdivisions of the Commonwealth of Virginia within local, state and federal courts.

The location and normal operating hours of the offeror's office(s).

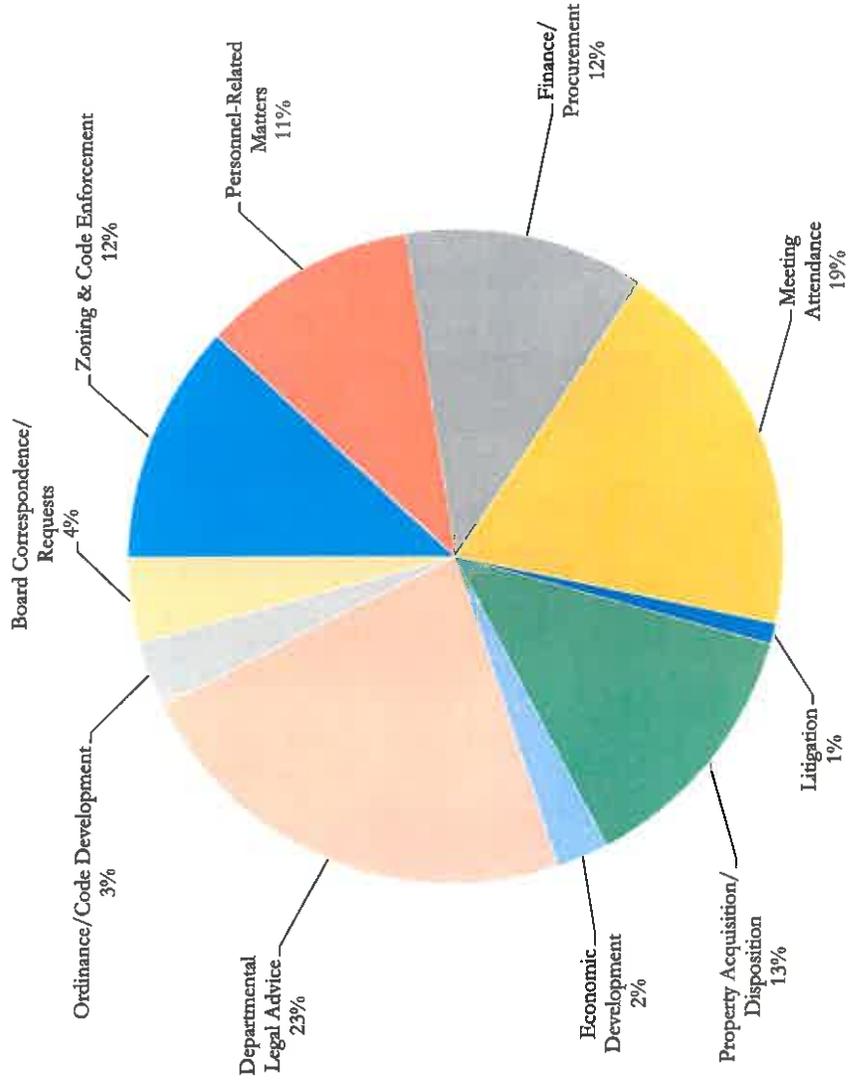
If the offeror is a firm please include a description of the firm experience and expertise as identified in the RFP. Please include the name and biographical information including resumes of any partner or associate that may be presented to Shenandoah County to represent the firm as the County Attorney.

Offerors should provide a minimum of three (3) references in which similar legal service contracts or services have been provided within the last five years.

Written proposals for the supply of the goods and services fully described herein will be accepted until October 2, 2015 at 2:00 p.m. Please deliver to Mr. Evan L. Vass, Assistant County Administrator, 600 N. Main Street, Suite 102, Woodstock, VA 22664

The County will utilize competitive negotiation to finalize a selection.

Fiscal Year 2015 Legal Services



Note 1: Legal services were provided by Jay Litten, partners, associates, and paralegals within the firm of Litten & Sipp, LLP.

Note 2: Chart illustrates one fiscal year only; as a result, actual workload may vary from year to year.

SHENANDOAH COUNTY, VIRGINIA

PROPOSAL INFORMATION AND REQUIREMENTS

1. General:

- a. Subject to the conditions, specifications, and instructions below, proposals will be received at the County's Administration Offices, 600 North Main Street, Suite 102, Woodstock, Virginia 22664 until the time and date specified in the Request for Proposal.
- b. Offerors should respond to separate Requests for Proposals separately.
- c. The terms of this document shall form a portion of any contract between the County and the successful offeror, whether or not these terms are expressly incorporated into the contract form.

2. Contents of Proposals:

- a. Unless the specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the bidder proposes similar but not identical items, he must furnish full particulars to the County for review and to assure equality of items. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equal, and he will be required to deliver the exact article specified.
- b. Offeror shall submit with the proposal descriptive literature of the commodities, equipment, materials, supplies or services which he proposes to furnish, if such articles are other than the exact item specified.
- c. Samples of items, if requested, shall be furnished by the offeror without charge. Upon request, the samples will be returned at the offeror's expense; otherwise, samples may be destroyed or consumed.
- d. Time of proposed delivery should be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.
- e. The proposal, and any other documents required, shall be enclosed in a sealed opaque envelope.

- f. Unless the Request for Proposal concerns professional services, the proposal shall state the offeror's price, and the County will consider price in ranking the proposals.

3. **Offeror's Representations:**

- a. Each offeror, by submitting a proposal in response to this request for proposals, represents that the offeror has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any offeror from any obligations with respect to his proposal or to the contract.

4. **Contractor's Registration:**

- a. Contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. Contractors shall submit proper evidence of their registration.

5. **Addenda:**

- a. If any party contemplating the submission of a proposal on this request for proposal is in doubt as to the true meaning of any part of the plans, specifications or other documents, he should submit a written request for an interpretation thereof to the County. An interpretation of the contract specifications will be made only by addendum duly issued to each party receiving a request for proposal. Addenda will be available at the County offices for review by any interested party. The County shall not be responsible for explanations or interpretations of contract specifications except as issued by addendum.
- b. Any changes to the request for proposal and contract specifications shall be in the form of a written addendum from the County which shall be signed by the Purchasing Agent or any duly authorized representative.
- c. The County will endeavor to issue all addenda no later than four (4) calendar days prior to the date set for the receipt of proposals except for addenda extending the date for the receipt of proposals or withdrawing the request for proposals.
- d. Each offeror shall be responsible for determining that all addenda issued by the County for the request for proposals have been received before submitting a proposal for the work.

- e. Each offeror shall acknowledge the receipt of each addendum in his proposal.
- e. The County may issue addenda by facsimile transmission, email, or any other method reasonably calculated to result in timely delivery to the potential offerors.

6. **Taxes:**

- a. The successful offeror shall pay all state, local, and federal taxes. Said taxes shall not be in addition to the contract price between the County and the successful offeror, as the taxes shall be an obligation of the successful offeror and not of the County, and the County shall be held harmless for the same by the successful offeror.

7. **Submission of Proposals:**

- a. Please mail or deliver all proposals in hard copy. Please do not send proposals by fax, email, or telegraph.
- b. The envelope containing the proposal should be sealed and marked in the lower left-hand corner with the request for proposal number, commodity, and hour and due date of the proposal. Additional copies of proposals should be enclosed in the same envelope as the original proposal.
- c. If a proposal contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

8. **Modification of Proposal:**

- a. A proposal may be modified or withdrawn by the offeror anytime prior to the time and date set for the receipt of proposals. The offeror shall notify the County, in writing of his intentions.
- b. Modified and withdrawn proposals may be resubmitted to the County up to the time and date set for the receipt of proposals.

9. **Award of Contract:**

- a. The County reserves the right to waive any informality in proposals and to reject any or all proposals.
- b. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia and the County. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated only in the Circuit Court of the County of Shenandoah, Virginia.

10. **Bonds:**

- a. If the successful offeror is required to furnish a Performance Bond and a Labor and Material Payment Bond by the request for proposals, or if the proposal is for a construction contract in excess of \$100,000, the successful offeror will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia.

11. **Insurance:**

- a. Unless expressly waived by the County, the successful offeror shall maintain insurance to protect himself and the County from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

The successful offeror shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers acceptable to the owner specifying such limits, with the County named as an additional insured. In addition the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

- Worker's Compensation and Employer's Liability
Standard Virginia Worker's Compensation
- Automobile Liability, including Owned, Non-Owned and Hired Car Coverage
Bodily Injury - \$2,000,000 each person, \$2,000,000 each occurrence
Property Damage - \$250,000 each occurrence
- Comprehensive General Liability
Bodily Injury - \$2,000,000 per occurrence, \$2,000,000 annual aggregate
Property Damage - \$250,000 per occurrence, \$250,000 annual aggregate

Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Damage

12. **Successful Offeror's Performance:**

- a. The successful offeror shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with

the general terms, conditions, specifications and drawings of his proposal and the contract documents.

- b. The successful offeror agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under the contract.
- c. The successful offeror shall ensure that his employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. The successful offeror shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.
- e. The successful offeror agrees and covenants that he shall indemnify and hold the County and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not caused in part by a person or entity indemnified by this agreement.
- f. In case of any contractual default of the successful offeror, the County, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful offeror responsible for all damages including, without limitation, attorneys fees and any other excess cost occasioned thereby.

13. **Employment Discrimination by Contractor Prohibited:**

- a. During the performance of this contract, the successful offeror agrees as follows:
 - (1) The successful offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of the contractor. The successful offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The successful offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, will state that such contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

b. The successful offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. **Drug Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. **Compensation:**

a. The successful offeror shall be required to submit a complete itemized invoice on each delivery or service which he may perform under the contract.

b. Payment shall be rendered to the successful offeror for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

16. **Successful Offeror's Obligation to Pay Subcontractors:**

a. The successful offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:

(1) Pay the subcontractor(s) for the proportionate share of the total

payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or

- (2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful offeror shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph a(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
 - c. The successful offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
 - d. The successful offeror obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification will not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

17. **Cancellation:**

- a. The County reserves the right to terminate the contract immediately: 1) in the event that the successful offeror discontinues or abandons operations; 2) if adjudged bankrupt, or reorganized under any bankruptcy law; or 3) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful offeror to comply with any section or part of its contract will be considered grounds for immediate cancellation of the contract by the County.
- d. If the successful offeror has not breached the contract but the County cancels it, the offeror will be paid by the County for all scheduled work completed satisfactorily by the successful offeror up to the termination date set in the written cancellation notice.

18. **Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code and the Shenandoah County Purchasing Procedures Manual. Copies of these documents are available upon request.

19. The County does not discriminate against faith-based organizations.