

TOWN OF WEST HARTFORD

REQUEST FOR PROPOSALS

LEGAL REPRESENTATION
FOR
FORECLOSURE AND TAX SALE MATTERS

Release Date: February 13, 2019
RFP Submission Due Date: March 6, 2019 at 3:00 PM
RFI Deadline: February 20, 2019 at 3:00 PM

BID# 6682 RFP



REQUEST FOR PROPOSALS
LEGAL REPRESENTATION
TOWN OF WEST HARTFORD FORECLOSURE and TAX SALE MATTERS

PURPOSE

The Town of West Hartford is seeking proposals for the purpose of retaining qualified attorneys to perform legal services on behalf of the Town, its agencies, boards and commissions (appointed and/or elected), counsel, departments, directors, offices, officials, and representatives (hereinafter "West Hartford") in connection with the foreclosure of various municipal liens including general tax and special assessment liens as well as mortgages originating from West Hartford's various rehabilitation programs, and tax sales. Based on the responses to the RFPs, West Hartford may retain one or several firms/attorneys to handle these matters.

DESCRIPTION OF SERVICES REQUIRED

The selected firm, firms, attorney or attorneys shall provide all of the services that are associated with the foreclosure of tax liens and/or mortgages, and tax sales as the case may be, including:

1. The commencement and prosecution of foreclosure and tax sale proceedings to and through judgment.
2. The prosecution or defense of such appeals as may arise in connection with judgments of foreclosure.
3. Obtaining appraisals, affidavits of debt, military affidavits and any other associated documentation necessary to obtain judgment.
4. The pursuit of terminations of stay in associated bankruptcy proceedings.
5. The administration and monitoring of payment agreements in lieu of the completion of foreclosure proceedings.

OTHER CONDITIONS

- A. Hold Harmless Agreement – The firm and/or attorney, its agents and assigns, shall absolutely indemnify and hold harmless the Town of West Hartford, including, but not limited to, its agents, boards and commissions (appointed or elected), counsel, directors, employees, officers or officials (appointed or elected), representatives, and volunteers, from any and all claims brought by a person or entity whatsoever, in any forum, on any theory, arising from any negligent or wrongful act or omission of the firm/attorney during the firm's/attorney's performance of the contract or any other agreement of the firm/attorney entered into by reason thereof.
- B. The firm and/or attorney shall indemnify the Town of West Hartford, including, but not limited to, its agents, boards and commissions (appointed or elected), counsel, directors, employees, officers or officials (appointed or elected), representatives, and volunteers, from any and all losses or liabilities resulting from any such claim, including, but not limited to, damage awards, costs and attorney's fees and maintain insurance coverage in accordance with Exhibit A.

SUBMISSION REQUIREMENTS

The Proposal shall include the following:

- A. A general description of the firm and a list of attorneys who may be assigned to represent West Hartford, including a curriculum vitae or resume or other description of background for each such attorney, a description of each attorney's specialty of law, evidence of each attorney's admission to practice law in the State of Connecticut, Federal District Court, Federal Court of Appeals and/or the U.S. Supreme Court.
- B. A description of the firm's experience and expertise in handling each of the aforementioned practice areas.
- C. Information on the size of the firm and its level of staff support.
- D. An affirmative statement of the absence of potential conflicts in representing West Hartford.
- E. A copy of any conflict policies and procedures.
- F. A current representative list of clients and references.
- G. Proposals shall acknowledge that fees for services directly associated with the prosecution of a foreclosure action through judgment in the Superior Court shall not exceed those fees awarded by the court in that case unless extremely unusual circumstances compel the completion of additional work, in which case the nature of the work and the fees to be charged therefore shall be agreed upon in advance. Fees relating to ancillary matters such as bankruptcy proceedings and appeals shall be billed at an hourly rate that should be set forth in the proposal. The firm and/or attorney shall provide West Hartford with a sample bill showing the detail and format of how the firm proposes to bill the Town of West Hartford.
- H. A detailed proposal of how the firm and/or attorney will supply these legal services to West Hartford and suggested procedures to establish cost containment goals.
- I. The name, title, address and telephone number of the individual with authority to negotiate and contractually bind the firm and also who may be contacted during the period of proposed evaluation.
- J. A listing of any grievances filed, with the outcomes, against the firm and/or attorney within the past five years.

CONTRACT TERM

The contract term will be for an initial two year (24 month) period commencing on the date of a contract or letter of engagement execution and may be extended for two additional two year terms. Contract extensions will be at the sole discretion of the Town of West Hartford Corporation Counsel or his/her designee.

OTHER CONSIDERATIONS

- A. Each firm and/or attorney who West Hartford selects to represent West Hartford must agree that they will not represent clients in any type of suits or claims against the West Hartford or the West Hartford Board of Education/West Hartford Public Schools.
- B. The West Hartford Corporation Counsel's office will be working closely with any selected firm/attorney on all matters. The firm/attorney selected must be willing to work closely with personnel in the Corporation Counsel's office.
- C. The firm/attorney must agree to permit West Hartford to have a legal audit performed of all matters handled on behalf of West Hartford.
- D. The Corporation Counsel's office shall retain the right to specify the particular attorney or attorneys within the firm to handle its cases.
- E. The firm/attorney must agree that it will not engage expert witnesses, perform research, or incur other unusual expenses, without the express consent of the Corporation Counsel's Office. West Hartford shall not be liable for such expenses or costs incurred. All expense items must be documented by bills or receipts.
- F. The firm and/or attorney shall submit monthly-itemized invoices for services rendered not later than fifteen (15) calendar days after the close of each month. Billing time must be shown in tenths of an hour (i.e., 1/10 = 6 minutes).
- G. West Hartford will not pay extra money for general overhead and administrative costs such as, but not limited to, secretarial time, word processing time, equipment rental and air conditioning. Those types of billable costs which are not included within the fees set forth above should be enumerated. West Hartford understands that many of those costs may be beyond the control of the firms/attorneys and may not be quantifiable.
- H. West Hartford will pay copying costs equal to actual costs, not to exceed \$.075 per page.
- I. The firm/attorney must agree to fix fees for the initial contract term (after which fees may be increased only upon permission of the West Hartford Corporation Counsel or his/her designee for future contract extensions).
- J. The Town of West Hartford Corporation Counsel reserves the right to terminate this agreement at any time and for any reason he/she feels is in the best interest of the Town of West Hartford.
- K. Each firm/attorney must agree to comply with all applicable laws, including but not limited to discrimination and freedom of information requests.

SUBMISSION DEADLINE

The deadline for submission of proposals is no later than 3:00PM on Wednesday, March 6, 2019. Any proposals received after the deadline will not be considered. One original and three copies of the proposal shall be submitted to:

Peter Privitera
Director of Financial Services
Town of West Hartford
50 South Main Street
West Hartford, CT 06107

Any questions related to this RFP must be submitted electronically no later than Wednesday, February 20th at 3:00 PM to: Peter.Privitera@WestHartfordCT.gov

NOTE: ALL PROPOSALS SHALL BE SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE FIRM.
NOTE: THE TOWN OF WEST HARTFORD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AS IT DEEMS NECESSARY OR APPROPRIATE.

SELECTION CRITERIA

All proposals submitted will be reviewed against the criteria listed below. Those considered to be most qualified will be invited to make a presentation to the Corporation Counsel. Final selection will be based upon the written proposal and the interview process as they relate to the following criteria:

- A. Completeness and responsiveness of the proposal.
- B. Stated willingness to abide by the "Other Considerations" listed above.
- C. The education, experience and professional background of the attorney(s) and other assigned staff of the firm.
- D. The ability of the attorney to perform necessary services in a timely and expeditious manner and to be available to the Town without unreasonable delay or interruption.
- E. A satisfactory record of performance of similar services.
- F. The competitiveness of the proposed fees.
- G. Ability to work closely with both Corporation Counsel and other West Hartford staff as necessary.

ATTACHMENTS

- A. Exhibit A is the Insurance Exhibit for Legal Services.
- B. Exhibit B is a form which each prospective firm or attorney must complete in order to be considered (in addition to the information required by this RFP).

EXHIBIT A
Insurance Exhibit
Legal Services

The firm(s) and/or attorney(s) shall procure insurance coverage in connection with the firm(s) or attorney(s)' performance of services under this contract. The insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. The firm(s) or attorney(s) shall pay the cost of such insurance.

For the purpose of this exhibit: the terms "firm(s)" or "attorney(s)" shall be referred to as "Firm" and also include their respective agents, employees, members, partners, representatives, or subcontractors; and the terms "Town of West Hartford" and "West Hartford Board of Education" (hereinafter collectively "West Hartford") shall include their respective agents, boards and commissions (appointed or elected) counsel, directors, employees, officers and officials (appointed or elected), representatives, and volunteers.

I. INDEMNIFICATION

- A. The Firm agrees to defend, indemnify and hold harmless West Hartford and its respective agents, boards and commissions (appointed and/or elected), counsel, directors, departments, employees, officer and officials (appointed and/or elected), representatives, and volunteers for any and all liabilities resulting from actions, claims, compensation, costs (including without limitation reasonable attorneys' fees and court costs), fines, damages, lawsuits, liabilities, losses, penalties, judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, death, disease, impairment or sickness), or to property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person(s) or concern is caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Firm and others acting on behalf of the Firm arising from or related to the performance of this contract, including any violation or non-compliance with any federal, state, local statute, ordinance, rule, law or regulation.
- B. This duty to indemnify shall not be constrained or affected by the insurance coverage or limits of the Firm, or any other portion of the contract relating to insurance requirements. It is agreed that the Firm's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the contract.

II. INSURANCE

A. Insurance Requirements

1. The Firm shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the contract, including any and all extensions, except as defined otherwise in this exhibit.

2. The Firm's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by West Hartford.

3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective.

4. When West Hartford or the Firm is damaged by failure of the Firm to purchase or maintain insurance required under this exhibit, the Firm shall bear all reasonable costs including, but not limited to, attorneys' fees and costs of litigation related to such failure.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 limit each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, personal injury and broad form property damage.

2. **Automobile Liability and Physical Damage Coverage:** \$500,000 limit each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.

3. **Lawyers Professional Liability (claims-made):** 2,000,000 each claim, \$4,000,000 annual aggregate. Retroactive date under the policy shall precede the effective date of this contract. The Firm shall maintain continuous coverage or obtain an extended reporting period in which to report claims for two (2) years following end of the contract.

4. **Valuable Papers and Records Coverage:** \$100,000 limit to reestablish, recreate or restore any and all records, photographs, maps, depositions, court filings, statistics, notes and other data, if made unavailable by fire, theft, flood or any other cause, regardless of the physical location of these insured items.

5. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the work to be performed. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Firm represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Firm agrees that Workers' Compensation is their sole

remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Firm, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Firm failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

6. **Personal Property:** All personal property of the Firm are the sole risk of the Firm. The Firm agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Firm.

C. **Additional Terms**

1. Minimum Scope and Limits: The required insurance shall meet the minimum scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this exhibit is not intended, and shall not be construed to exclude West Hartford from additional limits and coverage available to the Firm.

West Hartford's acceptance of insurance submitted by the Firm does not relieve or decrease in any manner the liability of the Firm arising out of or in connection with this contract. The Firm is responsible for any losses, claims and costs of any kind which exceed the Firm's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Firm that arises from the contract.

2. Certificates and Verification of Insurance: The Firm shall furnish to West Hartford certificates of insurance confirming the coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by West Hartford before work commences. The Firm shall renew and file expiring certificates at least thirty (30) calendar days prior to expiration. West Hartford reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to:

Risk Manager
Town of West Hartford
50 South Main Street
West Hartford, Connecticut 06107

3. Subcontractor: Firm shall cause all contractors of any tier, acting on its behalf, to comply with this exhibit. The Firm shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.

EXHIBIT B

PROPOSED FEES (MUST BE COMPLETED)

1. Hourly Fees _____

Partner/Member _____ Associate _____ Of Counsel _____ Paralegal _____

2. Do you pro-rate hourly fees for portions of an hour? Please explain.

3. Please list the types of costs that are billed separately.

4. Please explain your system of allocating separately-billed costs to particular files.

5. Please explain the basis of charging for the above-referenced separately-billed costs, including copying charges.

6. Are you willing to provide some or all of the legal services described in this RFP on a fix-fee basis? Please explain how you would do so.

7. If your answer to question 6 is yes, please provide a detailed description of your fixed-fee proposal and its limitation. (You may use additional sheets of paper)