

City of Minot, ND
Request for Proposals
Eminent Domain Legal Services

August 10th, 2021

Section 1.1: RFP Purpose

The purpose of this request for proposal solicitation is to retain eminent domain legal services in support of the City of Minot's on-going home acquisition and buyout program.

Funding for these services will come from United States Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) grants. The consultant must follow CDBG-DR regulations. Appropriate language will be incorporated into the consultant contract and strict compliance with all rules and regulations shall be required. Attention of respondents is particularly called to the federal requirements as to conditions of employment to be observed under the contract; Section 3, Segregated Facility, Section 109, Title VI, and EO 11246.

The City of Minot welcomes proposals from Section 3 businesses, along with Women and Minority Business Enterprises.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the opening date.

Attn: Nicolette Kallias,
City of Minot
City Hall
515 2nd Avenue SW
Minot, ND 58701

Phone: 701-857-1553
E-mail: nicolete.kallias@minotnd.org

No answers given in response to questions submitted shall be binding, upon this solicitation unless released in writing as an addendum to the solicitation by the City of Minot, ND.

Section 1.3: Method of Award - Considering Qualifications and Pricing

The designated procurement representative will be the sole point of contact for all respondents.

Responses will be evaluated, and award will be made to the vendor which submits the overall proposal that is judged to provide the best value to the City. Responses will be evaluated based upon the following criteria:

1. Qualifications to include past experience especially related to Eminent Domain.
2. Proposed cost/fee schedule.
3. Input from references.
4. Responsiveness and completeness of the written proposal to these instructions regarding the Scope of Services.
5. Professional Certifications and Licenses, demonstrated training and training regarding Eminent Domain proceedings and other pertinent information associated with firm's capacity to handle Eminent Domain legal proceedings.

Potential points are: qualification (20), proposed cost/fee schedule (10), reports from references (25), responsiveness and completeness of the written proposal (40), other relevant criteria (5).

Section 1.4: Term of Contract - Upon Delivery

This contract shall be effective immediately following the date of execution by the City and remain in effect for twenty four (24) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

Section 1.5: Option to Renew

Prior to, or upon completion of the initial term of this contract, the City shall have the option to renew this contract for two (2) additional twelve (12) month periods under the same terms and conditions unless it can be demonstrated by the attorney that economic conditions warrant change in the terms and conditions which need to be accepted by the City.. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. The option to renew is subject to the current deadline for expenditure of all HUD CDBG-NDR funds by September 30, 2023 and to whether either the deadline is extended by federal law or additional non-federal funds are appropriated to support the contract which is the result of the RFP.

Section 1.6: Method of Payment - Monthly Invoices

The proposer shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the City Finance Department. The invoices shall reflect the type of service provided to the City by staff member in the prior month.

All invoices shall contain the contract number, date and location of delivery or service, signature of legal representative of the firm, and confirmation of acceptance of the goods or services by the appropriate City representative. All invoices must be supported with time reports of everyone with hours billed on the invoice. Failure to submit invoices in the prescribed manner will delay payment.

Section 1.7: Insurance

Each vendor shall include in its solicitation response package: proof of insurance capabilities, including, but not limited to, the following requirements:

An original certificate of insurance indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the

Contracting Officer within five (5) working days of such request and must be received and accepted by the City prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the City, policies of insurance, with a company or companies authorized to do business in the State of North Dakota, and which are acceptable to the City, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the City at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General liability insurance with the following minimum limits and coverage:

| | |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Fire Damage | \$50,000 |
| Medical Expense | \$5,000 |
| Contractual Liability | Included |

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit \$1,000,000

Workers' compensation insurance, as indicated below. If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the City responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employee | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |

Professional liability insurance with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

City of Minot shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the City of any change, cancellation, or nonrenewal of the provided insurance. It is the

vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation RFP number in the Description of Operations section of the Certificate.

Certificate holder shall be:

City of Minot
515 2nd Avenue SW
Minot, ND 58701

Certificates of insurance shall evidence a waiver of subrogation in favor of the City, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the City.

The Proposer shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Proposer's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the City. At the option of the City, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in elimination of the contract for default.

Neither approval by the City of any insurance supplied by the Proposer, nor a failure to disapprove that insurance, shall relieve the Proposer of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.8: Delivery

Services shall be rendered as stated herein.

Section 1.9: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the City reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.10: Delivery of Solicitation Response

Deadline for submittal: To be considered for award, a bid or proposal must be received and accepted at Minot City Hall at the City Clerk office by 11 AM, CST on September 3, 2021.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing. If you plan on submitting your bid or proposal IN PERSON, please bring it to:

City of Clerk's Office
Attn: Kelly Matalka
City Hall
515 2nd Avenue SW
Minot, ND 58701

If you submit your bid or proposal by mail or overnight service, please mail it to:

City Clerk's Office
Attn: Kelly Matalka
City Hall
PO Box 5006
Minot, ND 58702

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.11: Completion Requirements for Request for Proposal (RFP)

One (1) original proposal and three (3) complete copies of the proposal submitted by the Proposer shall be sealed and delivered to the City Clerk's Office no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The City is not liable or responsible for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the City.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The City emphasizes that the proposer concentrates on accuracy, completeness, and clarity of content. To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the City's sole discretion, be rejected.

Section 1.12 Acknowledgements

DEBARMENT: By submitting a proposal, the Proposer certifies it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government and it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of North Dakota or the Federal government.

ACKNOWLEDGEMENT OF AMENDMENTS: Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by the City by the time and at the place specified for receipt of proposals.

CONFLICTS OF INTEREST: The Proposer acknowledges he/she is not aware of any information bearing on the existence of any potential organization conflict of interest.

Section 1.13 Proposal Submittal Requirements

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the City's sole discretion, be rejected.

A. Transmittal letter, on company letterhead, signed by authorized agent of the proposing firm authorized to represent and bind the firm. All addenda related to the RFP must be acknowledged in this transmittal letter

B. Project Understanding/Approach – Discuss project understanding and discussion of firm's approach to providing the required scope of services.

C. Firm Profile/Qualifications/Experience — Description of the firm including specific qualifications and experience relating to eminent domain legal services. Priority will be given to experience with eminent domain legal services provided in North Dakota. Attach a copy of the Firm's current State of North Dakota Board of Professional Regulation License.

D. Key Personnel-List the names, business addresses, telephone numbers and e-mail addresses of the individuals that will be working on this project. Provide a resume for each proposed attorney and staff member with information on his/her background and skills in managing and working on eminent domain legal matters. Note the individual's years of experience within the specialty, length of and type of service with the firm and education and formal training, including certifications. For any attorney identified, confirm the attorney is actively licensed in North Dakota and provide his/her North Dakota bar identification number.

E. References: Provide at least three (3) references, on attached form, where the proposed service has been used within the past five years. The following information must be provided with each reference provided:

- Name of project
- Name of organization
- Contact person

- Contact information (phone and email)
- Completion date
- Amount of contract
- Brief description of services

F. Pricing/Costs: Provide a summary table of hourly labor rates for each of the legal staff and attorneys identified above. Also, submit a summary list of proposed costs for anticipated project related expenses.

G. Proof of Insurability – Provide either a completed Accord Form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Section 1.14 Non-Discrimination Policy

In compliance with the State and Federal Constitutions, the North Dakota Century Code Chapter 14-02.4, Human Rights, and Section 504 of the Federal Rehabilitation Act, the City of Minot does not discriminate in employment or any other activity.

Section 2 Scope of Services

- 2.1 Provide legal advice to the City on issues surrounding potential and on-going eminent domain related actions.
- 2.2 Represent the City as counsel in eminent domain litigation related matters, or other home acquisition and buyout project litigation, as a Special Assistant City Attorney.
- 2.3 Provide legal advice to the City on various home acquisition and buyout projects that appear to be heading towards litigation.
- 2.4 Work with the City's Disaster Recovery Program Manager, who oversees the City's home acquisition and buyout program, as required.
- 2.5 Provide any other legal services related to various home acquisition and buyout projects as needed and directed by the City.
- 2.6 The selected attorney/firm acknowledges that they shall be prohibited from representing other clients whose interests are in conflict to that the interests of the City of Minot, or whose case(s) requires filing any form of litigation against the City of Minot.