Request for Proposals

Legal Services

for the
County of Franklin, Maine

The County of Franklin, Maine hereby solicits proposals from legal firms to represent the County as its legal counsel.

Proposal Submittal:
Proposals will be received by the County Administrator,120 County Way, Suite 4, Farmington, Maine 04938, until 4:00 P.M. on Monday November 30, 2026. Bids will be opened at the following Commissioner's meeting. Proposals must be sealed and clearly marked, "Proposal for Legal Services". Respondents must submit an original proposal and five copies.

Miscellaneous Requirements: The County will not be responsible for any expenses incurred by an attorney or firm in preparing, submitting, or presenting a proposal. All proposals should provide a straightforward, concise delineation of the attorney's or firm's capabilities to satisfy the requirements of the request. **Any attorney or firm who submits a proposal in response to this RFP will be required to make oral presentations and or answer questions about their proposal at the following Commissioners' meeting (to be determined) or upon request.**

Questions: All questions should be directed to the County Administrator at (207) 778-6614 ext. 401 or email: ccastonguay@franklincountymaine.gov

Selection: Franklin County's selection will be based on its evaluation of the written proposal, the firm's qualifications and experience, client references, and overall fee structure. The County reserves the right to reject any or all proposals and to select the legal firm deemed to have submitted the most qualified proposal (fee and other factors considered), when in the judgement of the County such an award is in the best interest of the general public. The County reserves the right to negotiate separately in any manner necessary to serve the best interests of the County.

Background

The County of Franklin has a county form of government. The population of the County is approximately 29,456 with a land area of 1,743 square miles and an annual budget of approximately $11.3 million, excluding the unorganized territories and TIF districts.

Qualifications Of Legal Counsel

The County Attorney shall be an attorney and counselor at law of the courts of the State of Maine. The legal firm shall incorporate within their proposal an outline of the size and experience of the law firm to include resumes of legal staff with whom we will be working, as well as a listing of municipal/county clients and other references (with addresses and phone numbers). The proposal should note of the firm's expertise in the public sector.

The proposal must indicate the key lawyer to be appointed County Attorney and include an estimate of the percentage of the time he/she spends on county legal affairs. In addition, it should include an explanation of how your firm envisions the legal transfer of authority and responsibility in the absence or inability to act of the appointed County Attorney.

Scope Of Services

Illustrative examples of the anticipated services include:

1. **Advise the County Administrator and Commissioners**: Advise the County Commissioners, County Administrator, and Human Resources upon all legal questions arising in the conduct of County business.
2. **Give Opinions**: Give an opinion upon any County legal matter or question submitted to him/her by the County Commissioners, County Administrator, or HR Director.
3. **Attend Commissioner Meetings**: As requested, attend, or have a knowledgeable associate attend, Commissioner meetings to provide legal guidance where necessary, and assist with matters pursuant to Title 1 M.R.S.A §405(4).
4. **Prepare Legal Instruments**: Prepare for execution all contracts and instruments to which the county is a party when requested by the County Administrator.
5. **Make Reports**: Immediately report to the County Administrator and County Commissioners, the filing of any litigation against the County, as well as the outcome of any such claims.
6. **Keep Records**: Keep a complete record of all suits in which the County has or has had an interest, giving the names of the parties, the Court where brought, the nature of the action, the disposition of the case, or its condition, if pending, and the briefs of counsel. Keep a complete record of all written opinions furnished by him/her and of all certificates or abstracts of titles furnished by him/her to the County, or any department or official thereof.
7. **Deliver Records to Successor**: Deliver all records, documents and property of every description in his/her possession, belonging to his/her office or to the County, to his/her successor in office, who shall give him/her duplicate receipts therefore, one of which he/she shall file with the County Administrator.
8. **Informal Duties**: It is understood that added to this list of formal responsibilities are the informal activities expected of the County Attorney, including counseling elected officials, County Administrator, and Human Resources; instructing officers and employees in the elements of public law and examining intergovernmental activities.
9. **Unauthorized Activities**: It is specifically noted that answering inquiries from the general public and the press is outside the purview of the position of County Attorney and that he/she shall refer to such inquiries to the County Administrator, unless otherwise instructed by the County Commissioners. Since individual committee and County Commissioners members have no legal authority to incur expenses on behalf of the County, the County Attorney is not authorized to provide legal counsel to them individually, except for the County Commissioners Chair.

Contract for Services

It is anticipated that the County and the legal firm will enter into a three-year contract for ser-vices after appropriate negotiations. Subsequent appointments will be renegotiated. The contents of this RFP and the representations made in the proposal will become part of any contract awarded. In addition, the County anticipates that the following provisions will become a part of that contract.

Compensation: The County anticipates payment on an hourly basis. However, alternate proposals will be entertained including a lump sum retainer, a lump sum/not to exceed, payment on an hourly basis with an upset limit, or any combination thereof.

Requests for payments must be submitted to the County Administrator monthly and shall, if on an hourly basis, break out the bill by staff member, hourly rate, number of hours, subject matter and the nature of the service. The proposal should specifically address how the County will be billed for consultations between two attorneys who are both members of the legal firm. (i.e.-Will the County be billed twice for the same time?)

The County typically pays bills through the warrant process, within thirty days of receipt of the invoice.

Billable Expenses: It is understood that the proposed Legal Firm will supply secretarial services at no cost, telephone, stationery, postage, supplies, library, and equipment required to provide a satisfactory level of service. Please note if that is not the case. The County shall agree to reimburse court costs, and other similar out-of-pocket expenses. Requests for payment must be sub-mitted monthly on an itemized bill (e.g. 46 copies at $0.25) to the County Administrator/Treasurer and shall break out the bill by subject matter.

Supervision and Control: The County Attorney shall be under the general supervision of the County Administrator, although as specified in the Scope of Services, the County Attorney is expected to work cooperatively with and answer questions from the County Commissioners.

Termination: The contract may be terminated immediately by either party upon written notice to the other party; but if any work or services hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval by the County Commissioners until said work or services are completed and accepted.

Assignment
The selected attorney or firm will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such an agreement to any other person, company or corporation without the previous consent and approval in writing of the County Commissioners.

Hold Harmless Clause: The Legal Firm shall indemnify the County from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person in consequence of any negligence in performing contract work, or on account of any act or omission by the attorney or the firm or its employees, or from any claims or amounts arising or un-covered under any law, bylaw, ordinance, regulation, or decree, violated by such attorney or firm.

Insurance: The legal firm shall be required to carry Professional Liability Insurance. Proposals must specify the insurance carrier and coverage limits. The County Commissioners may award the position to a firm on the condition that the firm's existing coverage limit is increased to a

limit deemed adequate by the Commissioners, which in any event, shall be no less than $1,000,000 per occurrence. A Certificate of Insurance shall be provided to the County, providing that coverage shall not be cancelled without thirty days' notice.

Unavailability: The attorney or firm must also provide advance notification to the County Administrator of times when counsel will be unavailable (e.g. vacations, professional conferences, etc.), and the name(s) of legal counsel who will handle County legal affairs in their absence.

Specialized Counsel: The County shall not be restricted from appointing specialized counsel when, in the judgement of the County, the need arises.

Proposal Form

In order to facilitate comparison of competing proposals, the County respectfully requests the proposers to answer the following questions. Please feel free to attach additional sheets where the information requested is more extensive than the space provided.

Contact Information

Name of proposing firm: _____

Mailing Address: _____

Physical Address: _____

Phone: _____

e-mail: _____

Name of lawyer proposed as Town Attorney: _____

Estimated percentage of time he/she spends on municipal legal affairs: _____%

Professional Liability Insurance

Insurance Carrier: _____

Limits: _____

Financial Considerations

Proposed Cost per Hour:

Town Attorney: _____

Associate Attorney: _____

Paralegal: _____

Others: _____

Travel

How will your firm bill for travel time?

attorneys' rates: _____

_____

_____

mileage rate _____

_____

_____

Attachments: Please attach the following:

Required:

- Outline of the size and experience of the law firm
- Resumes of legal staff with whom we will be working
- An explanation of how your firm envisions the legal transfer of authority and responsibility in the absence or inability to act of the appointed County Attorney
- An explanation of how the County will be billed for consultations between two attorneys who are both members of your legal firm.
- Listing of municipal and county clients and other references (with addresses and phone numbers).

Optional:

- Alternate compensation arrangements

Thank you for your interest.

We look forward to hearing from you.