



JACKSON COUNTY DRUG TASK FORCE

P.O. Box 392
Blue Springs, Missouri 64015

REQUEST FOR PROPOSALS

Date: June 15, 2009

Project Title:
Legal Services

To:
Attorneys and Law Firms

Deadline:
Proposals must be received by
2:00 p.m. on July 15, 2009

From:
Jackson County Drug Task Force

Subject:
Request for Proposals: Legal services related
to representation of a multijurisdictional drug
task force.

Send Proposals to:
Michael J. Hand
P.O. Box 392
Blue Springs, MO 64015

Action Requested:
You are invited to review and respond to the
Attached Request for Proposals (RFP).

Submit Questions to:
Michael J. Hand
mhand@jcddf.com

I. BACKGROUND INFORMATION

The Jackson County Drug Task Force (JCDF) is a multi-agency/multi-jurisdictional law enforcement initiative dedicated to the identification, investigation and prosecution of those individuals responsible for the violation of local, state and federal laws associated with the procurement, manufacture, distribution and/or sale of drugs and narcotics.

The objectives of the JCDF are to provide immediate response to those drug problems which pose an imminent threat to the security and well-being of the community, and to provide a long-range identification and analysis of emerging or anticipated drug problems so as to develop an efficient and effective law enforcement response.

The JCDF is governed by an Executive Board which is comprised of law enforcement officers representing fourteen local governments: Blue Springs, Buckner, Grain Valley, Grandview, Greenwood, Independence, Jackson County, Lake Lotawana, Lee's Summit, Lone Jack, Missouri State Highway Patrol, Oak Grove, Raytown and Sugar Creek, all in the state of Missouri.

The JCDF is funded by proceeds of the Jackson County COMBAT tax and federal grants.

II. PURPOSE OF THE RFP

The JCDF seeks to identify and retain one or more attorneys or law firms to represent and counsel the Executive Board, related to the following:

Attend Executive Board meetings as required and provide any legal advice or information requested; defend the JCDF and/or the Executive Board in litigation and other court actions; advocate for the JCDF with the Prosecuting Attorney and appropriate agencies and officials; provide legal research and answers to questions as brought forth by members of the JCDF; negotiate and write any contracts which may be required by the JCDF; and provide other legal services as required.

III. SCOPE OF SERVICES

A. The following legal practice areas are within the scope of the requested legal services:

1. Public Contracting;
2. Real Estate Transactions;
3. Public Financing;
4. Criminal Law and Forfeitures;
5. Employment and Labor Relations;
6. Local Government Law; and
7. Other related practice areas as identified by the JCDF.

B. The following activities are within the scope of performing the requested legal services:

1. Researching, drafting legal opinions, and otherwise providing legal advice and counsel;
2. Drafting policies and procedures;
3. Performing legal due diligence;
4. Drafting contract terms and conditions;
5. Attending monthly meetings of the JCDTF Board and any special or emergency meeting;
6. Responding to Sunshine Law Requests;
7. Appearing in Court or before local, state or federal agencies as required; and
8. Performing other related activities as identified by the JCDTF.

IV. CLARIFICATIONS AND AMENDMENTS

The RFP is subject to amendment by the JCDTF, in its discretion, at any time. Prospective legal service providers are encouraged to visit the website, **www.jcdtf.com**, or contact the OIC, **mhand@jcdtf.com**, to check for clarifications and amendments to this RFP. *Note: The JCDTF is under no obligation to notify prospective service providers of clarifications or amendments to this RFP. The JCDTF is not responsible for the failure of a prospective service provider to receive notification of a clarification or amendment in a timely manner or otherwise.* It is the sole responsibility of prospective legal services providers to remain apprised of any clarification or amendments.

If a prospective service provider discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the prospective legal services provider should immediately give the JCDTF a written notice of the problem by submitting a question or requesting that the RFP be amended.

If a prospective legal services provider thinks that one or more of the RFP's requirements, either as originally posted or as amended, is unfair, or unnecessarily onerous, or restrictive, or precludes less costly or alternative solutions, the prospective legal services provider should submit a written request that the RFP be amended, setting forth the recommended amendment, and the prospective legal services provider's reasons for requesting it.

Any question or request to amend the RFP must be received by the JCDTF before the proposal due date and time, and addressed to the contact person listed on the cover sheet to the RFP. The JCDTF may amend the RFP without identifying the source requesting the amendment.

V. SPECIFICS OF A RESPONSIVE PROPOSAL

The following information must be included in the proposal:

- A. The prospective legal service provider's name, address, telephone and fax numbers, social security number or tax identification number.
- B. Twenty hard copies and one electronic copy (in MS Word or PDF format) of the proposal signed by an authorized representative of the prospective legal services provider, including name, title, address, email address, and telephone/fax numbers of the one individual who is the service provider's designated representative.
- C. Resumes describing the background and experience (including representative clients) of the primary person(s) who will provide the legal services.
- D. The proposal must specify which legal services the prospective legal services provider will perform. If the proposal has geographic or other limitations on all or some of the services offered, these limitations must be specified and described. For example, the prospective service provider's proposal must describe any potential, actual or apparent conflicts of interest. If additional legal services are to be offered by the prospective provider, such additional services should be included in the proposal.
- E. The proposal must include a fee proposal. It is expected that all service providers responding to this RFP will offer the service provider's government or comparable favorable rates. The fee proposal must specify the service provider's standard rates (and, if different, government rates) for the services in question, and what discount, if any, will be made available to the JCDTF. The JCDTF will also consider alternative billing arrangements, and the proposal should also describe in detail all alternatives acceptable to the service provider, *for example*: combined hourly rates, flat fees, monthly retainer, and not-to-exceed amounts.
- F. Names of clients for which the service provider has provided similar services, including for each the contact person, address, email address and telephone number. The JCDTF may check references submitted by the service provider.

VI. TERM OF CONTRACT

The law firm/attorney selected will provide legal services to the JCDTF for a period of one calendar year beginning January 1, 2010, and subject to renewal on a yearly basis thereafter at the discretion of the parties.

VII. INSURANCE

The prospective legal services provider shall indicate in the proposal its ability to provide general liability and legal malpractice insurance in the amount of at least \$1,000,000.00. Proof of said insurance coverage must be provided prior to entering into a contract with the JCDTF.

In addition, the prospective legal services provider shall indicate in its proposal its ability to provide statutory worker's compensation insurance.

VII. INDEMNIFICATION AND HOLD HARMLESS

The proposal must contain a statement to the effect that the prospective legal services provider will agree to indemnify and hold harmless the JCDTF, the Executive Board, its member entities, its agents, officials and employees and will assume all risk, responsibility for death of, or injury to, any persons and for loss, damage or injury to any property (together with all expenses, including attorney fees, in defense or prosecution of any action involving such death, injury or damage), arising from, growing out of, or in any manner or degree directly or indirectly relating to the performance of this work.

IX. SELECTION PROCESS

Timely, responsive proposals will be reviewed by a committee of the Executive Board in accordance with the evaluation criteria in this RFP. Those prospective service providers that the JCDTF wishes to interview will be notified. Until a service provider and the JCDTF execute a binding agreement for legal services, the JCDTF reserves the right to change the project description and scope of work.

X. CERTAIN RIGHTS OF THE JCDTF

The JCDTF cannot guarantee the amount or duration of services for this proposal. Any agreement will be subject to continued funding by the COMBAT tax at a level sufficient to provide for payment for legal services.

The JCDTF reserves the right to reject any and all proposals, in whole or in part. Under no circumstances is the JCDTF responsible for prospective service providers' costs to prepare a proposal or associated documents.

The JCDTF will accept written proposals only. The JCDTF may retain submitted proposals in its records that are publicly available, subject however to any protections in the Missouri Sunshine Law.

XI. EVALUATION OF PROPOSALS

In evaluating the proposals, the JCDTF will consider the following criteria:

- A. responsiveness and quality of the proposal, and responses to requests for additional information;
- B. prospective service provider's demonstrated expertise and capacity to perform the work;
- C. prospective service provider's overall experience and expertise;
- D. fee proposal;
- E. degree to which the prospective service provide accepts the terms and conditions of the JCDTF's standard agreement;
- F. additional services offered to be performed; and
- G. references and further inquiry made of references.

XII. CONFIDENTIAL OR PROPRIETARY INFORMATION

The JCDTF supports and is responsive to the public's need for information about the conduct of government business. One copy of each proposal will be retained for the JCDTF's files. If a prospective service provider thinks that its proposal contains information that is confidential or proprietary, the prospective service provider must highlight and mark that information as proprietary in each copy of the proposal submitted. The JCDTF will determine whether that information meets the requirements for an exemption from disclosure. If so, that information will not be disclosed pursuant to a request for public documents. If the JCDTF does not consider that information to meet the requirements for exemption from disclosure, the information will be made available to the public, regardless of the notation or markings.

XIII. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSAL

A prospective legal services provider may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the JCDTF in writing of its withdrawal. The notice must be signed by the prospective legal services provider. The prospective legal services provider may thereafter submit a new or modified proposal, provided that it is received at the JCDTF no later than the proposal due date time. Modifications offered in any other manner, oral or written, will not be considered. Nothing in this paragraph affects the ability of the JCDTF to consider additional information submitted via interview, reference or otherwise as set forth in this RFP.

XIV. NEWS RELEASES

News releases pertaining to the award of a contract may not be made without prior written approval of the JCDTF Officer in Charge.

JACKSON COUNTY, MISSOURI EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM

It is the policy of Jackson County, Missouri to be fair and equitable in all its relations with its employees and applicants for employment without regard to race, color, religion, creed, sex, age, national origin, ancestry, disability, or marital/veteran status.

COMMITMENT

The Jackson County Constitutional Home Rule Charter, Article IX, MERIT SYSTEM, Section 6, Item 1; Personnel Rule, Section 1.5; The Civil Rights Act of 1964 as amended, Title VII, Section 703; and The Civil Rights Act of 1964, Title VI forbids discrimination in the workplace. Jackson County is committed to abiding by these guidelines for a discriminatory free workplace.

The Jackson County Affirmative Action program is committed to:

1. Achieving and maintaining levels for protected group members throughout the classes of positions in the County service in proportion to their availability in the relevant labor force;
2. Recruiting, hiring and promoting based on valid job requirements and the ability to do the job;
- and
3. Providing equal opportunity in all areas of Personnel Administration.

Hiring authorities (division managers, department directors/heads, and supervisors) shall adhere to the policy and intent of the County's Affirmative Action Plan by accepting responsibility for effectuating progress towards the goals and objectives of the plan, ensure that appropriate steps are implemented throughout their respective departments that are consistent with and supportive of the plan and hold supervisory staff and employees accountable for promoting equal employment opportunity in the workplace.

Jackson County employees will be responsible for supporting a work climate which is conducive to achieving the County's Affirmative Action Program goals. Commitment to support, in an affirmative manner, regarding equal employment opportunity shall be a condition of employment or continuing employment.

PARTICIPATION

To enhance the program, your participation is encouraged. Please contact the Director of Human Resources, Joanne R. Mossie, Jackson County Courthouse, 415 E. 12th Street, 9th Floor, Kansas City, MO 64106, 881-3135.

Chief Administrative Officer
Affirmative Action Officer

Director of Human Resources
Affirmative Action Program Director

Michael D. Sanders
County Executive

Human Resources
Revised 1/07

EXHIBIT A

PAYMENT PROVISIONS

1. **Contract Amount.** The maximum amount the JCDF may pay the prospective legal services provider is the Contract Amount. The Contract Amount will include all hourly fees and expenses.

2. **Compensation.**
 - a. Fees. As agreed by the parties.
 - b. Allowed Expenses. The JCDF will reimburse the prospective legal services provider, in arrears, for the itemized expenses listed below that the prospective legal services provider reasonably incurs while performing the legal services under this RFP. The amount the JCDF will pay for these expenses is part of the maximum amount the JCDF may pay under any Agreement as described in Section 1 above.
 - i. Postage, overnight delivery, or courier services at actual cost;
 - ii. Facsimile transmissions and long-distance telephone charges at actual cost;
 - iii. Copies at ___ per page;
 - iv. Computerized legal research at actual cost incurred. However, the prospective legal services provider will be required to obtain approval from the JCDF's Officer in Charge before conducting computerized legal research that will result in charges of more than \$250.00 during any monthly billing period.
 - c. Rarely Allowed Expenses. Only in exceptional circumstances, in the JCDF's discretion and upon approval in writing before the expenses are incurred, may the JCDF reimburse the prospective legal services provider for:
 - i. Secretarial/clerical services, word processing, computer time, or other staff services such as proofreading or filing;
 - ii. Attendance of more than one attorney at meetings, depositions, court or agency appearances or other occasions when the presence of the prospective legal services provider is required.

3. **Availability of Funds.** The JCDF's funding comes from the Jackson County COMBAT tax and is subject to annual legislative appropriations. If the proceeds of the tax are reduced, or discontinued, or if the legislative appropriation is likewise reduced or discontinued, the JCDF may not be able to pay the prospective legal services provider. The JCDF will notify the prospective legal services provider in writing if funds become unavailable or limited during the

Contract term. The JCDTF will not be in breach of any Agreement for failure to pay the prospective legal services provider's invoices if the failure results from inability to pay based on insufficiency of tax revenue or the failure of the legislature to appropriate the funds.

EXHIBIT B

GENERAL PROVISIONS

1. Representations by the prospective legal services provider. The prospective legal services provider must represent and warrant that the following statements are true:

- A. No Gratuities. The prospective legal services provider has not directly or indirectly offered or given any gratuities, in any form, to any agent, employee or officer of the JCDTF in an attempt to gain favorable consideration of its proposal.
- B. No Conflict of Interest. The prospective legal services provider has no interest that would constitute a conflict of interest.
- C. Compliance with Laws. The prospective legal services provider is in compliance with all laws, rules and regulations applicable to its business, including the Rules of Professional Conduct of the State Bar of Missouri.

2. Representations and Warranties to Remain True. The prospective legal services provider must immediately inform the JCDTF if any representation or warranty contained in its proposal becomes untrue.